

Terms of Service

Thanks for using Task Analytics.

These Terms of Service (“TOS”) contain the terms under which Task Analytics and its affiliates provide their Services to you and describe how the Services may be accessed and used.

If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.

1. Fees and Payments

1.1. Fees for Services

You agree to pay to Task Analytics any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the billing method as agreed on. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

1.2. Subscriptions

Some of our Services are billed on a subscription basis (we call these “Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are

typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal by contacting our customer support team. While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

1.3. Taxes

Unless otherwise stated, you are responsible for any taxes (other than Task Analytics's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "Taxes"). You will pay Task Analytics for the Services without any reduction for Taxes. If Task Analytics is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Task Analytics with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged.

1.4. Price Changes

Task Analytics may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. Task Analytics will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

1.5. Overage Fees

Unless otherwise stated, any overage fees incurred by you will be billed in arrears on a monthly basis. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when

due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

2. Privacy

2.1. Privacy

You may submit content to Task Analytics (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your “Content”). We know that by giving us your Content, you are trusting us to treat it appropriately. Task Analytics’s Privacy Policy, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, “privacy policies”), detail how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that Task Analytics may use and share your Content in accordance with our privacy policies.

2.2. Confidentiality

Task Analytics will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your Content is not regarded as confidential information if such Content:

- a) is or becomes public (other than through breach of these Terms by Task Analytics);
- b) was lawfully known to Task Analytics before receiving it from you;
- c) is received by Task Analytics from a third party without knowledge of breach of any obligation owed to you; or

d) was independently developed by Task Analytics without reference to your Content.

e) when references to your Content is not traceable back to you.

3. Your Content

3.1. You Retain Ownership of Your Content

You retain ownership of all of your intellectual property rights in your Content. Task Analytics does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

3.2. Limited License to Your Content

You grant Task Analytics a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by Task Analytics's privacy policies. This license for such limited purposes continues even after you stop using our Services, though you may have the ability to delete your Content in relation to certain Services such that Task Analytics no longer has access to it. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide Task Analytics with feedback about the Services, we may use your feedback without any obligation to you.

3.3. Copyright Claims (DMCA Notices)

If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify Task Analytics's agent for claims of

copyright infringement.

3.4. Other IP Claims

Task Analytics respects the intellectual property rights of others, and we expect our users to do the same. If you believe a Task Analytics user is infringing upon your intellectual property rights, you may report it.

4. Task Analytics IP

4.1. Task Analytics IP

Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). You do not grant any right to use Task Analytics's trademarks or other brand elements.

5. User Content

5.1. User Content

The Services display content provided by others that is not owned by Task Analytics. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. Task Analytics is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

5.2. Content Review

You acknowledge that, in order to ensure compliance with legal obligations, Task Analytics may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, Task Analytics otherwise has no obligation to monitor or review any content submitted to the Services.

5.3. Third Party Resources

Task Analytics may publish links in its Services to internet websites maintained by third parties. Task Analytics does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

6. Account Management

6.1. Keep Your Password Secure

If you have been issued an account by Task Analytics in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not Task Analytics, are responsible for any activity occurring in your account (other than activity that Task Analytics is directly responsible for which is not performed in accordance with the Customer's instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify Task Analytics immediately. Accounts may not be shared and may only be used by one individual per account.

6.2. Keep Your Details Accurate

Task Analytics occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

6.3. Remember to Backup

You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, Task Analytics will not be liable for any failure to store, or for loss or corruption of, your Content.

6.4. Account Inactivity

Task Analytics may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

7. User Requirements

7.1. Legal Status

If you are an individual, you may only use the Service if you have the power to form a contract with Task Analytics. None of the Services are intended for use by individuals less than 13 years old. If you are under 13 years old or do not have the power to form a contract with Task Analytics, you may not use the Services. We recommend that parents and guardians directly supervise any use of the Services by minors. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation and that you have duly authorized your agent to bind you to these Terms.

7.2. Embargoes

You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by Norway or other applicable law from receiving the Services, you are not permitted to purchase any paid Services from Task Analytics.

8. Acceptable Uses

8.1. Legal Compliance

You must use the Services in compliance with, and only as permitted by, applicable law.

8.2. Your Responsibilities

You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- a) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- b) You may not circumvent or attempt to circumvent any limitations that Task Analytics imposes on your account (such as by opening up a new account to conduct a survey that we have closed for a Terms violation).
- c) Unless authorized by Task Analytics in writing, you may not probe, scan, or test the vulnerability of any Task Analytics system or network.
- d) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.

e) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

f) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. Task Analytics will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Task Analytics.

g) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.

h) Unless authorized by Task Analytics in writing, you may not resell or lease the Services.

i) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless Task Analytics has agreed with you otherwise. You may not use the Services in a way that would subject Task Analytics to those industry-specific regulations without obtaining Task Analytics's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" without entering into a separate business associate agreement with Task Analytics that permits you to do so.

9. Suspension and Termination of Services

9.1. By You

If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating the Agreement for our breach and have so notified us in writing, or unless a refund is required by law.

9.2. By Task Analytics

Task Analytics may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms (such as a failure to pay fees when due), or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. Task Analytics may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where Task Analytics may decide that we need to take immediate action without notice. Task Analytics has no obligation to retain your Content upon termination of the applicable Service.

9.3. Further Measures

If Task Analytics stops providing the Services to you because you repeatedly or egregiously breach these Terms, Task Analytics may take measures to prevent the further use of the Services by you, including blocking your IP address.

10. Changes and Updates

10.1. Changes to Terms

Task Analytics may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. Any changes will be posted to the location at which those terms appear. Task Analytics may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require Task Analytics to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a

Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

10.2. Changes to Services

Task Analytics constantly changes and improves the Services. Task Analytics may add, alter, or remove functionality from a Service at any time without prior notice. Task Analytics may also limit, suspend, or discontinue a Service at its discretion. If Task Analytics discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. Task Analytics may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

11. Disclaimers and Limitations of Liability

11.1. Disclaimers

While it is in Task Analytics's interest to provide you with a great experience when using the Services, there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND Task Analytics DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

11.2. Exclusion of Certain Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, Task Analytics, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF Task Analytics HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.3. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF Task Analytics, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO Task Analytics FOR USE OF THE SERVICES AT ISSUE DURING THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY

11.4. Consumers

We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

11.5. Businesses

If you are a business, you will indemnify and hold harmless Task Analytics and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your use of the Services

or a breach of these Terms, to the extent that such liabilities, damages and costs were caused by you.

12. Contracting Entity

12.1. Who you are contracting with

Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, Task Analytics AS.

13. Other Terms

Assignment. You may not assign these Terms without Task Analytics's prior written consent, which may be withheld in Task Analytics's sole discretion. Task Analytics may assign these Terms at any time without notice to you.

Entire Agreement. These Terms (including the Additional Terms) constitute the entire agreement between you and Task Analytics, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

Independent Contractors. The relationship between you and Task Analytics is that of independent contractors, and not legal partners, employees, or agents of each other.

Interpretation. The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

No Waiver. A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

Precedence. To the extent any conflict exists, the Additional Terms prevail over this TOS with respect to the Services to which the Additional Terms apply.

Severability. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

Third Party Beneficiaries. There are no third party beneficiaries to these Terms.

