

## SurveyJS Project Website Terms Of Use and Privacy Statement

### INTRODUCTION

Please read these website terms of use (“TERMS OF USE”) and privacy statement carefully before using SurveyJS Project websites (“WEBSITES”), property of Devsoft Baltic OÜ (“DEVSOFT”). TERMS OF USE govern your access to and use of the WEBSITES. If you do not agree to all of the TERMS OF USE and PRIVACY STATEMENT set forth below, do not use the WEBSITES. By accessing or using the WEBSITES, you and the business entity or the organization you represent (“YOU” or “YOUR”) indicate your agreement to be bound by the TERMS OF USE.

### SCOPE

The TERMS OF USE govern your use of the WEBSITES and all content, examples, and services (collectively, “CONTENT”) available via the WEBSITES, except to the extent such CONTENT is the subject of a separate agreement.

Note that the use of SurveyJS Project software product (“SURVEYJS”) is governed solely by the License Agreement under which it is licensed. Always check the License Agreement to make certain that neither you nor your software application infringe the intellectual property rights of DEVSOFT or others.

DEVSOFT reserves the right to modify and update its PRIVACY STATEMENT and TERMS OF USE as needs dictate and as legal requirements are updated. If and when a change is made to our PRIVACY STATEMENT or TERMS OF USE, this page will be duly updated to reflect the change. Your continued use of the WEBSITES after any changes to these PRIVACY STATEMENT and TERMS OF USE will mean that you accept those changes.

### PRIVACY STATEMENT

#### DEVSOFT Respects Your Privacy

DEVSOFT does not lend, lease, sell, or market information it obtains from its customers or those who provide us with personally identifiable information. DEVSOFT does not disclose purchase information or licensing information to third parties.

#### If You Register / Create an Account on the WEBSITES

DEVSOFT collects information such as Name and Email address when you register. The information we collect is used for licensing, quality assurance and communication purposes only and allows us to inform registered users of upcoming product updates and new product releases. If you’ve registered with DEVSOFT and want to be removed from any mailing list, you can do so by writing to us at [support@surveyjs.io](mailto:support@surveyjs.io).

#### Account and data deletion

If you want to delete your account, you can do it on the account management page (<https://surveyjs.io/Manage>). If we delete your account, your data will no longer be stored on our service (surveys and survey results will be deleted also and we will not be able to restore them), though we still keep information from your license (if you have or had one) in legal purposes and any other information you have made publicly available through answerdesk (questions and comments to content, for example).

#### Email Communication

You can unsubscribe from email communication by clicking on the unsubscribe link provided at the end of emails. You can also email [support@surveyjs.io](mailto:support@surveyjs.io) to update your email address, or to request your email to be deleted from the DEVSOFT database.

#### Cookies

DEVSOFT may use cookies for technical purposes so as to improve the WEBSITE experience or to make use of persistent cookies to remember you between visits to the WEBSITES. You can disable Cookies by modifying the appropriate settings within your web browser. These cookies are not required for site functionality.

#### Google Analytics

We use a tool called “Google Analytics” to collect information about the use of the WEBSITE. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site. We use the information we get from Google Analytics only to improve this WEBSITE. Google Analytics collects only the IP address assigned to you on the date you visit this site, rather than your name or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this site, the cookie cannot be used by anyone but Google. Google’s ability to use and share information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use (<http://www.google.com/analytics/terms/us.html>) and the Google Privacy Policy (<http://www.google.com/policies/privacy/>). You can prevent Google Analytics from recognizing you on return visits to this site by disabling cookies on your browser.

#### Logify

WEBSITES uses error monitoring software called “Logify”. Logify collects information such as user IP address, error message and current URL, which we use to improve the WEBSITE. The service doesn’t collect your name or other personally identifiable information, unless it appears in the body of error messages, which may depend on the way you design the application. For more information on the information collected by this service, please refer to the Logify Terms of Service.

#### Online Advertising

DEVSOFT uses 3rd party vendor re-marketing tracking cookies, including the Google AdWords tracking cookie. This means we will continue to show ads to you across the internet, specifically on the Google Content Network (GCN). As always, we respect your privacy and are not collecting any identifiable information through the use of Google’s or any other 3rd party re-marketing system.

Third party vendors, including Google, use cookies to serve ads based on your prior visits to the WEBSITE. This allows us to make special offers and continue to market our services to those who have shown interest in WEBSITES.

If you do not wish to participate in our Google AdWords Re-marketing, you can opt out by visiting Google's Ads Preferences Manager. You can also opt out of any third-party vendors' use of cookies by visiting [www.networkadvertising.org/choices/](http://www.networkadvertising.org/choices/).

## LEGAL, COPYRIGHT, and TRADEMARK INFORMATION

All intellectual property rights associated with the WEBSITES and their CONTENT are the sole property of DEVSOFT. The CONTENT is protected by European and International copyright laws. All DEVSOFT Service Marks so designated and all DEVSOFT Products referenced on the WEBSITE are either trademarks or registered trademarks of DEVSOFT. All custom graphics, icons, and other items that appear on the WEBSITES are trademarks, service marks or trade dress of DEVSOFT and may not be used in any manner without the express written consent of DEVSOFT.

DEVSOFT has made every effort to supply third-party trademark information on the WEBSITES. All third party trademarks represented on this WEBSITE may be the property of their respective owners. Certain areas of the WEBSITES may contain other proprietary notices, conditions of use, and copyright information, the terms of which must be observed and followed.

Except for the rights of use and other rights expressly granted by these TERMS OF USE or SURVEYS licensing terms, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the intellectual property of the WEBSITES in any manner without the prior written consent of DEVSOFT.

DEVSOFT grants you a limited, personal, nontransferable, revocable license which cannot be sub-licensed to access and use the WEBSITE and its CONTENT only in a manner expressly authorized by DEVSOFT and the TERMS OF USE. Except to the extent required by law, the CONTENT made available on the WEBSITE may not be reverse-engineered, modified, reproduced, republished, translated into any language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of DEVSOFT. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the CONTENT in any way, unless expressly permitted to do so by DEVSOFT.

## YOUR SUBMISSIONS

DEVSOFT does not wish to receive, act to procure, nor desire to solicit, confidential or proprietary materials and information from you through the WEBSITES. Any and all materials or information divulged during chats, phone calls, email communication or made available to DEVSOFT in any manner will be deemed not to be confidential by DEVSOFT. You acknowledge that submissions to DEVSOFT will not be considered confidential or proprietary and that DEVSOFT will be under no obligation to keep such information confidential. You further acknowledge that DEVSOFT will have an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute such materials or

information, and you also agree DEVSOFT is free to use any ideas, concepts, know-how or techniques that you send to us for any purpose.

#### OUTBOUND LINKS

The Website may contain links and references to non-DEVSOFT websites and resources (“EXTERNAL SITES”). Links to EXTERNAL SITES are provided for informational purposes and in no way represent an endorsement or approval by DEVSOFT. DEVSOFT makes no representations or warranties regarding the validity or quality of any content, software, or service hosted on any EXTERNAL SITE. You agree that use of EXTERNAL SITES is done so at your own risk.

#### TERMINATION

DEVSOFT, at its sole discretion, may terminate your access and use of all or any portion of the WEBSITE and its CONTENT at any time, with or without cause. Upon such termination, you must immediately discontinue the use of the WEBSITE.

#### DISCLAIMER OF WARRANTIES

THE CONTENT PROVIDED ON THE WEBSITES AND ALL RELATED COMMUNICATIONS ARE PROVIDED ON AN “AS IS” BASIS. IN ADDITION, ALL WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The CONTENT provided on the WEBSITES may contain technical inaccuracies or typographical errors. CONTENT, including but not limited to pricing, licensing terms may be changed or updated without notice. DEVSOFT may also make improvements and/or changes in the products described in this information at any time without notice.

#### LIMITATION OF LIABILITY

To the extent permitted by applicable law, in no event shall DEVSOFT be liable for any special, incidental, indirect, or punitive and consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the WEBSITES and associated CONTENT, even if DEVSOFT has been advised of the possibility of such damages.

You understand that the CONTENT made available on the WEBSITES may produce inaccurate results. You assume full and sole responsibility for any use of the WEBSITES and its CONTENT and bear the entire risk for failures or faults. You agree that regardless of the cause of failure or fault or the form of any claim, YOUR SOLE REMEDY AND DEVSOFT’S SOLE OBLIGATION SHALL BE GOVERNED BY THIS

AGREEMENT AND IN NO EVENT SHALL DEVSOFT'S LIABILITY EXCEED THE PRICE PAID FOR THE SERVICES RENDERED VIA THE WEBSITES.

#### INDEMNIFICATION

You agree to indemnify and hold harmless DEVSOFT, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the WEBSITES, including but not limited to your violation of these TERMS OF USE.

#### MISCELLANEOUS

The TERMS OF USE shall be governed by, construed, and interpreted in accordance with the laws of the Republic of Estonia, without giving effect to any principles of conflicts of law. The TERMS OF USE give you specific legal rights; you may have others that vary from state to state and from country to country.

DEVSOFT reserves all rights not specifically granted in the TERMS OF USE. Should you have any questions concerning this document, or if you desire to contact Devsoft Baltic OÜ for any reason, please contact us directly at [info@devsoftbaltic.com](mailto:info@devsoftbaltic.com) or write: J. Vilmsi tn 47, Tallinn city, Harju county, 10126, Republic of Estonia.

#### COPYRIGHT NOTICE

Copyright © 2015-2018 Devsoft Baltic OÜ. All rights reserved.

#### TRADEMARKS

The SURVEYJS logo and icon and all Devsoft Baltic OÜ product names, icons and trademarks represented on this website are property of Devsoft Baltic OÜ.

Microsoft, Windows, Surface, Windows Phone, Visual Studio are trademarks or registered trademarks of Microsoft Corporation.

Apple, iOS, iPhone and iPad are trademarks or registered trademarks of Apple Inc.

Google and Android are trademarks or registered trademarks of Google Inc.

All other trademarks or registered trademarks are property of their respective owners.