

Terms of Use

Thanks for using Kodo Survey's products and services ("**Services**").

These Terms of Use ("**TOU**") contain the terms under which Kodo Survey and its affiliates provide their Services to you and describe how the Services may be accessed and used.

You agree to these Terms on behalf of the organization you represent and you confirm that you have the authority to do so. "You" and "your" refer to you and the organization you represent.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by creating a user account making it possible to use all or parts of the Services, by logging in, or by using the Services.

1. Fees and Payments

1.1. Fees for Services. You agree to pay to Kodo Survey 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. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

1.2. License fee. Our Services are license based and respondent based. For the license, you will be billed in advance on a recurring, yearly basis (**license cycle**). For the respondents, you will be billed at the end of each quarter. Anything else should be agreed in writing. At the end of each license cycle you will automatically receive an invoice for the next license cycle. By paying the bill you agree to renew your license. You will receive one automatic reminder if the first bill is not paid. By not paying, your license will be cancelled by the end of the billing cycle which may result in a loss of your data associated with that Service. While we will be sad to see you go, you are welcome back at any time.

1.3. Taxes. Unless otherwise stated, you are responsible for any taxes (other than Kodo Survey's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "**Taxes**"). You will pay Kodo Survey for the Services without any reduction for Taxes. If Kodo Survey is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Kodo Survey with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. Kodo Survey will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union, and are located outside of Sweden. If you are required by law to withhold any Taxes from your payments to Kodo Survey, you must provide Kodo Survey with an official tax receipt or other appropriate documentation to support such payments.

1.4. Price Changes. Kodo Survey may change the fees charged for Free and Pro Services at any time. For Premium licensers, the change will become effective only when, and if, renewing the License. Kodo Survey will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your License before the change becomes effective.

1.5. Overage Fees. Unless otherwise stated, any overage fees incurred by you will be billed in arrears. 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. In the course of using the Services, you may submit content to Kodo Survey (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. Kodo Survey’s Privacy Policy, details how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that Kodo Survey may use and share your Content in accordance with our privacy policies. If you are a customer who is operating as “data controller” as defined in the European General Data Protection Regulation 2016/679 (“GDPR”), we have additional terms in Section EU1 to address your obligations under this law. You also agree that you are responsible for notifying these third parties who submit content to you through our Services about the Kodo Survey privacy policies.

2.2. Confidentiality. Kodo Survey 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 Kodo Survey); (b) was lawfully known to Kodo Survey before receiving it from you; (c) is received by Kodo Survey from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by Kodo Survey without reference to your Content. Kodo Survey may disclose your Content when required by law or legal process, but only after Kodo Survey, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

2.3. Security. Kodo Survey will store and process your Content in a manner consistent with industry security standards. All access with our site is through encrypted and secure (https) connections. All administrative tasks are done over secure connections governed by encryption keys. Kodo Survey has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content.

3. Your Content

3.1. You Retain Ownership of Your Content. You retain ownership of all of your intellectual property rights in your Content. Kodo Survey 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. Backup. We are doing our best to make sure lost data can be recovered by backing it up at least once a day. Kodo Survey will however not be liable for any failure to store, or for loss or corruption of your Content.

3.3. Limited License to Your Content. For the limited purposes of providing the Services to you and as otherwise permitted by Kodo Survey’s privacy policies, you grant Kodo Survey a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of Kodo Survey’s business. 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 Kodo Survey with feedback about the Services, we may use your feedback without any obligation to you.

3.4. Customer Lists. Kodo Survey may identify you (by name and logo) as a Kodo Survey customer on Kodo Survey’s website and on other promotional materials. Any goodwill, for you, arising from our use of your name and logo will inure to your benefit.

3.5. Copyright Claims. If you believe that your work has been exploited in a way that constitutes copyright infringement, please notify Kodo Survey.

4. Kodo Survey IP

4.1. Kodo Survey IP. Neither these Terms nor your use of the Services grants you ownership of the Services or the content you access through the Services (other than your Content).

4.2. Kodo Survey brand. Free and Pro users are not granted any right to use Kodo Survey's trademarks or other brand elements. Premium licensers are granted the right to use material with Kodo Surveys trademark and brand elements if supplied by Kodo Survey or with written consent.

5. User Content

5.1. User Content. The Services display content provided by others that is not owned by Kodo Survey. 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. Kodo Survey 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, Kodo Survey 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, Kodo Survey has otherwise no obligation to monitor or review any content submitted to the Services.

6. Account Management

6.1. Keep Your Password Secure. If you have been issued an account by Kodo Survey 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 Kodo Survey, are responsible for any activity occurring in your account (other than activity that Kodo Survey is directly responsible for which is not performed in accordance with your instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should change your password and notify Kodo Survey immediately. Each account may have several user accounts, however, each user account is personal.

6.2. Keep Your Details Accurate. Kodo Survey 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. Account Inactivity. If you're a Free or Pro user and there is no account activity (such as a log in event or payment) for over 12 months, Kodo Survey may terminate your account and delete any content contained in it. However, we will attempt to warn you beforehand.

7. User Requirements

7.1. Legal Status. You may only use the Service if you have the power to form a contract with Kodo Survey on behalf of the organisation you represent. None of the Services are intended for use by individuals less than 18

years old. If you are under 18 years old or do not have the power to form a contract with Kodo Survey, you may not use the Service. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorized your agent to bind you to these Terms. You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

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 communication with others while using the Services. You must comply with the following requirements when using the Services:

(a) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.

(b) 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.

(c) You may not circumvent or attempt to circumvent any limitations that Kodo Survey imposes on your account (such as by opening up a new account to conduct a survey that we have closed for a Terms violation).

(d) Unless authorized by Kodo Survey in writing, you may not probe, scan, or test the vulnerability of any Kodo Survey system or network.

(e) Unless authorized by Kodo Survey in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.

(f) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.

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

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

(i) Unless authorized by Kodo Survey in writing, you may not resell or lease the Services.

(j) 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 Kodo Survey has agreed with you otherwise in writing. You may not use the Services in a way that would subject Kodo Survey to those industry-specific regulations without obtaining Kodo Survey's prior written agreement.

9. Suspension and Termination of Services

9.1. By You. If you terminate a License 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 these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.

9.2. By Kodo Survey. Kodo Survey may choose not to offer a renewal of your License at the end of a license cycle by providing at least 30 days' prior written notice to you. During the license period Kodo Survey may terminate your License for any reason by providing at least 120 days' written notice to you and will provide a pro rata refund for any period of time you did not use in that billing cycle. Kodo Survey may suspend performance or terminate your License for any of the following reasons: (a) you have materially breached these Terms and failed to cure that breach within 30 days after Kodo Survey has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days past the due date. Additionally, Kodo Survey may limit, suspend or terminate the Services to you if you fail to comply with these Terms, or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. Kodo Survey may also suspend providing the Services to you if we are investigating suspected misconduct by you. Kodo Survey will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. Kodo Survey has no obligation to retain your Content upon termination of the applicable Service.

9.3. Further Measures. If Kodo Survey stops providing the Services to you because you repeatedly or egregiously breach these Terms, Kodo Survey 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. Kodo Survey 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. The most current version will always be posted on the Kodo Survey website. If an amendment is material, as determined in Kodo Survey's sole discretion, Kodo Survey will notify you by email. Notice of amendments may also be posted on Kodo Survey's website or upon your login to your account. 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 Kodo Survey 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. Kodo Survey constantly changes and improves the Services. Kodo Survey may add, alter, or remove functionality from a Service at any time without prior notice. Kodo Survey may also limit, suspend, or discontinue a Service at its discretion. If Kodo Survey 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. Kodo Survey 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 Kodo Survey's interest to provide you with a great experience when using the Services (and we love to please our customers), 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 Kodo Survey 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 representations regarding availability, reliability, or accuracy of the services.

11.2. Exclusion of Certain Liability. To the extent permitted by applicable law, Kodo Survey, its affiliates, officers, employees, agents, suppliers, and licensors will not be liable for (a) any indirect, consequential, special,

incidental, punitive, or exemplary damages whatsoever, or (b) loss of use, data, business, revenues, or profits (in each case whether direct or indirect), 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 Kodo Survey 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 Kodo Survey, 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 Kodo Survey for use of the services at issue during the 12 months prior to the event giving rise to the liability.

11.4. Businesses. You will indemnify and hold harmless Kodo Survey 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 or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

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, Kodo Consulting AB.

12.2. Kodo Consulting AB. For any Service provided by Kodo Consulting AB, the following provisions will apply to any terms governing that Service:

- **Contracting Entity.** References to “Kodo Survey”, “we”, “us”, and “our” are references to Kodo Consulting AB, located in Sweden.
- **Governing Law.** Those terms are governed by the laws of Sweden.
- **Jurisdiction.** Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of Sweden and the courts located in Sweden.

13. Other Terms

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

13.2. Entire Agreement. Unless you have a partnership agreement with us, these Terms (including any Additional Terms) constitute the entire agreement between you and Kodo Survey. 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. If you have a partnership agreement with us they stipulate what is relevant and not in these Terms.

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

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

13.5. 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.

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

13.7. 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.

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

13.9. Survival. The following sections will survive the termination of these Terms: 1, 2, 3.2, 9, 11, 12, and 13.

14. Terms for Certain Customers and Countries

14.1. Language. These Terms are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

14.2. Country-Specific Terms. If you are located in one of the following locations, the terms thereunder apply.

Europe

EU1. GDPR Terms for Customers in Europe

EU 1.1 Effective Date and Definitions. These additional terms will apply to you from May 25, 2018, where you are a customer of Kodo Survey and are operating as a "data controller" (as that term is defined in the GDPR) in your use of the Services.

The terms "personal data," "data subject," "processing," and "processor" shall have the meanings given to those terms respectively in the GDPR.

EU 1.2 Processing Instruction. By requesting the Services and agreeing to these Terms and the Kodo Survey privacy policies, you are providing us with instructions to process any personal data collected by you through the Service, on your behalf.

EU 1.3 Customer Obligations. You shall ensure and hereby warrant and represent that you are entitled to transfer personal data to Kodo Survey so that Kodo Survey may lawfully process and transfer the personal data in accordance with these Terms. You shall ensure that relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection laws and have sole responsibility for the accuracy, quality and legality of personal data processed by Kodo Survey in the provision of the Services.

EU 1.4 Kodo Survey Obligations. Where Kodo Survey is processing personal data on your behalf, it will:

- (a) only do so on your documented instructions and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organization, and the parties agree that these terms and the Kodo Survey privacy policies constitute such documented instructions;
- (b) ensure that all Kodo Survey personnel involved in the processing of personal data have committed themselves to confidentiality;
- (c) where applicable to you and where it is technically feasible, make available information necessary for you to demonstrate compliance with your obligations under Article 28 of the GDPR, where such information is held by Kodo Survey and is not otherwise available to you through your account and user areas or on Kodo Survey websites, provided that you provide Kodo Survey with at least 14 days' written notice of such an information request;
- (d) promptly notify you of all requests received directly from a data subject in respect of that data subject's personal data submitted through the Services;
- (e) upon deletion by you, not retain personal data from within your account other than in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes (which are also deleted no later than 9-12 months after data is deleted from an account); and
- (f) to the extent reasonably able, assist you as reasonably required (at your expense) where you wish to conduct a data protection impact assessment involving the Services.

EU 1.5 Kodo Survey sub-processors. Kodo Survey uses trusted partners in facilitating certain elements of our Services ("sub-processors"). By agreeing to these Terms, you provide a general authorization to Kodo Survey to engage onward sub-processors, subject to compliance with the requirements set out here. If you wish to receive a list of sub-processors who handle personal data for Kodo Survey please request our [contact centre](#) to supply you with one. At such request you may ask to receive updates when we add any new sub-processors to this list and you will have 15 days to object to any additions to the list before the change is implemented by us. If you object to a particular sub-processor, who we cannot disassociate from your Services, your sole remedy will be to terminate your subscription relating to the Services that cannot be reasonably provided without the objected-to new sub-processor. Such termination will be without a right of refund for any fees prepaid by you for the period following termination.

EU 1.6 Liability. Kodo Survey will be liable for the acts and omissions of its sub-processors to the same extent Kodo Survey would be liable if performing the services of each of those sub-processors directly under these Terms, except as otherwise set forth in these Terms and Kodo Survey ensures that all sub-processors on the sub-processor list are bound by contractual terms that are in all material respects no less onerous than those contained in these Terms.

EU 1.7 Security Measures. Kodo Survey has, taking into account the state of the art, cost of implementation and the nature, scope, context and purposes of the Services and the level of risk, implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to your personal data. At reasonable intervals, Kodo Survey tests and evaluates the effectiveness of these technical and organizational measures for ensuring the security of the processing.

EU 1.8 Security Incident. If Kodo Survey becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, personal data ("Security Incident"), Kodo Survey will take reasonable steps to notify you without undue delay, but in any event within 72 hours of becoming aware of the Security Incident. Kodo Survey will also reasonably cooperate with you with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any other information reasonably requested by you in relation to any Security Incident, where such information is not already available to you in your account or online through updates provided by Kodo Survey.

EU 1.9 Audits. You will allow one month for Kodo Survey to respond to any audit request which you make. No person/party conducting an audit on your behalf, shall be, or shall act on behalf of, a competitor of Kodo Survey ("Auditor"). 10.4. All costs of the audit will be borne by you, including time spent by Kodo Survey and any third parties (to an, in advance, agreed rate). The scope of an audit will be as follows (unless you are compelled by a regulator with authority over the processing activities involving the Services to vary this format for audit):

(a) Kodo Survey agrees, subject to any appropriate and reasonable confidentiality restrictions, make available to you an executive summary of Kodo Survey's (or Kodo Survey affiliate's) most recent penetration tests, which summary shall include remedial actions taken by Kodo Survey resulting from such penetration tests.

(b) The scope of the penetration tests provided will be limited to Kodo Survey systems, processes, and documentation relevant to the processing and protection of personal data undertaken for the Services obtained by you, and Auditor will conduct audits subject to any appropriate and reasonable confidentiality restrictions requested by Kodo Survey.

(c) You will promptly notify and provide Kodo Survey with full details regarding any perceived non-compliance or security concerns discovered during the course of an audit.

The parties agree that, except as otherwise required by order or other binding decree of a regulator with authority over you, this section sets out the entire scope of your audit rights as against Kodo Survey.

EU 1.10 Liability for Data Processing. The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this Section EU1 shall be as set out in these terms, unless otherwise agreed in writing.

France

FR1. **Media.** The limited license you grant to Kodo Survey under Section 3.2 (Limited License to Your Content) allows Kodo Survey to exploit your Content in any form and on any medium, including paper or digital media such as hard disks and flash drives, and by any means or process, including by wired, wireless, or online transmission of digitized or analog data. The duration of such limited license extends only for the legal term of protection of the intellectual property rights attached to your Content.

Germany

DE1. **Termination for Breach.** A failure to comply with these Terms must be material, repeated, or persistent before Kodo Survey may exercise its right of termination under Section 9.2 (By Kodo Survey).

DE2. **Specific Works.** Kodo Survey is not obliged to create any specific works for you.

DE3. **Liability Provisions.** Sections 11.2 (Exclusion of Certain Liability) and 11.3 (Limitation of Liability) do not apply and are replaced with the following: "Kodo Survey's liability to you for damages caused by slight negligence will, irrespective of its legal ground, be limited as follows: (a) Kodo Survey will be liable up to the amount of foreseeable damages typical for this type of contract for a breach of material contractual obligations; and (b) Kodo Survey shall not be liable for a breach of any non-material contractual obligations nor for the slightly negligent breach of any other applicable duty of care. The foregoing limitations of liability, as well as any other limitations of liability contained in these Terms, will not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused personal injuries. Additionally, such limitations of liability will not apply if and to the extent that Kodo Survey has assumed a specific guarantee. The foregoing shall apply accordingly to Kodo Survey's liability to you for futile expenses. You are obliged to take adequate measures to avert and reduce damages."

Japan

JP1. **Privacy Disclosures.** You agree that you are responsible for notifying the respondents of any surveys that you create through the Services about how Kodo Survey may use the respondents' survey responses and personal data as described in the Privacy Policy and obtaining a prior consent for disclosing personal data to Kodo Survey from the respondents of your surveys.

JP2. **Liability.** Sections 11.2 (Exclusion of Certain Liability) and 11.3 (Limitation of Liability) shall not apply in relation to the damages caused by the willful misconduct or gross negligence of Kodo Survey, its affiliates, officers, employees, agents, supplier, or licensors.

Luxembourg

LU1. **Survival.** Sections of these Terms which are expressly stated to survive its termination will not survive indefinitely, but survive for a period of 30 years.