



# QUALVAULT

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THE FOLLOWING CREATES A LEGAL AGREEMENT BETWEEN “YOU” AND QUALVAULT (“QUALVAULT,” “WE,” “OUR,” OR “US”). ANY USE OR ATTEMPTED USE OF THE SITE OR MATERIALS (EACH AS DEFINED BELOW) MEANS YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY IT.

## Terms and Conditions

### 1. Use of Our Products and Site Information

You may use the QualVault website (the “Site”), including future updates and enhancements to the Site in order to upload and access your company’s data, video, stimuli, reports, discussion guides, project summaries or other written or recorded materials, and view, copy and print those materials (the “Materials”) from the Site subject to the following: (a) the Site and Materials may be used solely for your internal business use, and you may not sublicense, transfer or assign any of your rights; and (b) the Site and Materials may not be modified or altered in any way. You have no ownership rights in the Site or Materials; rather, you only have a limited license to use the Site and Materials until the Expiration Date (as defined below), unless otherwise earlier terminated by QualVault as set forth herein. Except for your company’s information contained on the Site, and where your use constitutes “fair use” under copyright laws, you may not otherwise use, download, upload, copy, print, display, perform, reproduce, reverse engineer, disassemble, prepare derivative works, use in any way to compete against us, distribute, publish, or display publicly, license, post, transmit or distribute any information or graphics appearing on the Site, the Materials or any information from the Site in whole or in part, without the express written authorization of QualVault; and any other use, or permitting any other use, of the Site or Materials by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this agreement.

### 2. Communication and Activities on The Site

You agree not to upload, email, post, publish or otherwise transmit through the Site any content that: (a) is false or misleading; (b) is defamatory; (c) is harassing or invades another’s privacy, or promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene; (e) infringes another’s rights, including but not limited to intellectual property rights; (f) constitutes unsolicited advertisement, solicitation, bulk e-mail, “junk mail,” “spam” or chain letters; or (g) violates any applicable laws or regulations. You will not disrupt the functioning of the Site, solicit another user’s password, or otherwise act in a way that interferes with other QualVault customers’ use of the Site.

### 3. Passwords and Security

You are responsible for maintaining the confidentiality of any password(s) you are given to access the Site, and are fully responsible for all activities that occur under your password(s). You agree to



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notify QualVault immediately of any unauthorized use of your password(s). No data transmission over the Internet can be guaranteed to be 100% secure. Although QualVault is committed to protecting your confidential and proprietary information, QualVault cannot ensure or warrant the security of any information you upload to the Site, and you upload such information at your own risk.

#### **4. Designated Representatives**

You agree to designate one or more members of your organization to serve as Designated Representatives for your QualVault account. QualVault is authorized to make changes to your account, including changes to the content, access, size, type or cost of the account or the identities of the Designated Representative, at the direction of any of your Designated Representatives and you agree to be bound thereby. QualVault is not obligated to take direction regarding your account from any person other than a Designated Representative. Any requests to change or add a Designated Representative shall be made in a writing signed physically or electronically by one or more of your Designated Representatives.

#### **5. Term of Subscription**

Your QualVault subscription and account will terminate on the expiration date listed in your contract with QualVault (the "Expiration Date"). Upon the Expiration Date, you will no longer have access to the Site, be able to upload additional Materials to the Site or be able to view material previously uploaded to the Site. QualVault shall have no obligation to preserve or maintain any Materials uploaded or stored on the Site after the Expiration Date. Any request to renew your account must be made at least thirty (30) days prior to the Expiration Date to ensure continuation of access; however, QualVault has no obligation to renew your account if you cannot agree to mutually agreeable terms with QualVault for any such renewal period.

#### **6. Termination of Use**

Notwithstanding anything to the contrary herein, QualVault may terminate your account and limited license to the Site and to any Materials uploaded to or stored on the Site prior to the Expiration Date for any of the following reasons: a) non-payment of subscription fees; b) non-renewal of your subscription; c) exceeding the size limitations offered in connection with your subscription plan; d) bankruptcy, insolvency or other indication that you will be unable to pay your subscription fees as they become due; or e) any violation of the terms and conditions of this Agreement or any other agreement or contract you have with QualVault. In the event of termination or suspension of access to the Site, QualVault shall have no obligation to preserve or maintain any of your Materials uploaded or stored on the Site. Access to and use of the Site may be monitored by QualVault. Any effort to access the Site after the Expiration Date or other termination of your account shall be considered a breach of this Agreement.



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### **7. Control of The Site**

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### **8. Disclaimer**

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### **9. Limitation of Liability**

IN NO EVENT SHALL QUALVAULT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR UNAUTHORIZED ACCESS OR USE BY ANYONE OF ANY INFORMATION OR DATA PUT ON THE SITE BY YOU, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR THE MATERIALS OR ANY OTHER PRODUCTS OR SERVICES OF QUALVAULT. IN ADDITION, IN NO EVENT WILL QUALVAULT BE LIABLE FOR ANY DIRECT



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DAMAGES IN EXCESS OF THE LICENSE PAYMENTS YOU HAVE MADE TO QUALVAULT OVER THE PAST TWELVE (12) MONTH PERIOD. YOU UNDERSTAND THAT BASED UPON THE AMOUNTS CHARGED BY QUALVAULT, IT CANNOT TAKE LEGAL RESPONSIBILITY FOR ANY DAMAGES, DIRECT OR OTHERWISE, IN EXCESS OF THE PAYMENTS YOU HAVE MADE OVER THE PAST TWELVE (12) MONTHS AND, IF YOU DID NOT AGREE TO THIS LIMITATION OF LIABILITY, WE WOULD NOT ALLOW YOU TO SUBSCRIBE TO THE SITE OR USE ANY OF OUR PRODUCTS OR SERVICES.

### **10. Compliance With Laws**

YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS, WHETHER GENERAL OR SPECIFIC TO YOUR INDUSTRY, RELATED TO YOUR BUSINESS AND/OR YOUR USE OF THE SITE OR ANY OTHER PRODUCTS OR SERVICES OF QUALVAULT.

### **11. Indemnity**

You agree to defend, indemnify and hold harmless QualVault, its parent, subsidiary and affiliated corporations and entities, and any of their officers, directors, employees, consultants and agents, from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with any breach of this agreement by you, any access to or use of the Site, any Materials or any other product or service of QualVault by you, or any other act or omission by you or your agents or representatives.

### **12. Privacy Policy and Confidentiality**

QualVault is concerned about your privacy and has developed a policy to address privacy concerns. You can find the current Privacy Policy at [www.QualVault.com/privacy](http://www.QualVault.com/privacy). In addition, to the extent that you learn any confidential information concerning QualVault, its business practice, plans, future product changes, Trade Secrets (as defined in Uniform Trade Secrets Act as enacted in the State of Delaware, including but not limited to, source codes, current and planned inventions) and the like, which is not intended for public disclosure, you will keep that information confidential until it is public, and you will not use that information outside the scope of your license and these terms. You are responsible for the actions of your employees, agents and representatives with respect to the use of the Site or the Materials by such person and the obligations of confidentiality and protection of QualVault's proprietary property.



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### **13. Note About Children**

Minors are not eligible to use the Site. You agree not to allow minors access to the Site through your password and not to submit any personal information to us regarding minors.

### **14. Export Restrictions/Legal Compliance**

You may not access, download, use or export the Site, or the content, software, products, or services provided on the Site in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of QualVault in violation of any such restrictions, laws or regulations. Neither the services of QualVault nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, to any country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

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### **16. Contact Information**

If you have any questions regarding these Terms of Use, our Privacy Policy or any other issue, please contact QualVault at (312) 804-3910.



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### **17. Equitable Relief**

You acknowledge that any violation of this Agreement shall cause irreparable injury to QualVault, which damage may be difficult to calculate, and shall entitle QualVault to extraordinary and equitable relief, including but not limited to temporary restraining orders and preliminary and permanent injunctions, waiving (where you are permitted to do so) any requirement for the posting of a bond or security.

### **18. General Terms and Applicable Laws**

These Terms of Use, as well as any other written agreement (or Addenda thereto) signed by you and QualVault, constitute the entire agreement between you and QualVault and govern your use of the Site and all products and services of QualVault as set forth therein. Our failure to enforce any right under the Terms of Use will not waive that right. If any provision of the Terms of Use is invalid, the Terms of Use should be interpreted to effect the intent of the parties, and the remaining provisions will stay in effect. This agreement entered into is unique to you and QualVault, and is not for the benefit of any third party. You must file any claim or suit related to these Terms (or any other agreement with QualVault), the Site or your use of any product or service, within one year after the claim arises. All matters relating to this agreement (or any other agreement with QualVault), your use of the Site and any product or service of QualVault shall be governed exclusively by Illinois law, or if superseded, by U.S. federal law, without regard to the conflict of law rules. Any legal action relating to your use of the Site or any product or service shall be instituted in a state or federal court in Cook County, Illinois, with the prevailing party entitled to reasonable attorneys' fees and costs. You and QualVault agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action.