Terms and conditions

This Agreement is between Customer and Supplier. By accepting the Terms and Conditions at the time an order is placed, you agree to be bound by this Agreement.

1. **Definitions**
    1.1. **Customer:** means the entity on behalf of which this Agreement is accepted; or if that does not apply, the individual accepting this Agreement.
    1.2. **Supplier:** means MeaningfulCX GmbH.
    1.3. **Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Product.
    1.4. **Subscription Term:** the term for the Customer's use of the Product as specified in the Order.
    1.5. **Product:** the subscription services requested in the Order.
    1.6. **Confidential Information**: information that is proprietary or confidential and is either clearly labelled as such.
    1.7. **Customer Data:** the data inputted or uploaded into Product by the Customer or Authorised Users.
    1.8. **Order** means an online order specifying the products and services to be provided under this Agreement.

2. **Product**
    2.1. Supplier grants Customer a non-exclusive right to use the Product in connection with Customer's ordinary course of business.
    2.2. Use of the Product is subject to the conditions that Customer or Authorised Users will not:
        a) access the Service to build a similar or competing product
        b) process, send or store unlawful content within the Product
        c) sell, resell, distribute, host, lease, licence, sublicense, copy or republish the Product
        d) modify, adapt, translate, or develop derivative works based on the Product;
        e) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, architecture, ideas, know-how or algorithms relevant to the Product, in whole or in part;
        f) remove, modify, or obscure any proprietary or intellectual property notices or labels; or
        g) use the Product for timesharing or service bureau purposes or otherwise for the benefit of a third party.

3. **Customer responsibilities**
    3.1. Customer must ensure it has made all disclosures and obtained all rights and consents necessary for Supplier to use Customer Data to provide the Product.

3.2. Customer is responsible for determining whether the Product meets customer's requirements and any regulatory obligations relating to the Product's intended use.

3.3. The Customer shall comply with all applicable laws, statutes, codes, ordinances, rules, and regulations in connection with the access and use of the Product including, without limitation, those laws relating to data privacy, international communications, and export control.

3.4. The Customer shall:
   a) use its best efforts to ensure that its Authorised Users comply with the terms of this Agreement
   b) remain responsible for all acts and omissions of its Authorised Users, including any orders placed and their use of Customer Data.
   a) notify the Supplier immediately of any unauthorized use of any password or user id or any other known or suspected breach of security;
   b) report to the Supplier immediately and use reasonable efforts to stop any unauthorized use of the Product that is known or suspected by the Customer or any Authorised User; and
   c) not provide false identity information to gain access to or use the Product.

4. Panel Services

4.1. If requested, Supplier will procure in-country panel services on behalf of Customer.

4.2. Panel providers are solely responsible for ensuring compliance with local laws and regulations relating to email communications. Supplier accepts no responsibility for the in-country panel providers.

5. Free Trials

5.1. Customer may be granted access to the Product on a free or discounted trial basis (the "**Free Trial Period**"). During the Free Trial Period:
   a) use of the Product is subject to this Agreement;
   b) supplier may modify or terminate any features of the Service at time without any liability to Customer;
   c) customer agrees to provide Supplier with feedback relating to the Product.

6. Orders and Fees

6.1. No order is final until the Supplier provides its acceptance to the Customer.

6.2. All fees and payment terms are specified in the Customer's Order.

6.3. Supplier reserves the right to change any fees and to institute new charges at the end of the Initial Service Term or then-current Renewal Period, upon thirty (30) days prior notice to Customer.

6.4. All prices and quotes are exclusive of any taxes which shall be paid by Customer. Supplier will include any applicable taxes in the final invoice.

7. Term and Renewals

7.1. This agreement commences on the date the order is accepted by Supplier and expires at the end of the Subscription Term.

7.2. On expiry of the initial Subscription Term, this Agreement shall automatically renew for an additional Subscription term of equal duration to the initial Subscription Term (each a "**Renewal Period**"), unless Customer provides notice of non-renewal.

8. Termination

8.1. Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party breaches a material obligation under the Agreement that has not been cured (if curable) within thirty (30) business days of the effective date of such written notice requiring the remedy of such breach or if either Party:

    a) announces a cessation of its entire business or becomes insolvent;

    b) elects to dissolve and wind-up its business;

    c) makes a general assignment for the benefit of creditors; or

    d) petitions for or appoints (or a third party causes to be appointed for itself) a receiver, custodian or trustee to take possession of all or substantially all of that Party's property.

8.2. The Agreement will also terminate automatically after the Initial Service Term, unless automatically renewed as set out in this Agreement.

8.3. Upon termination of the Agreement by any means, the rights granted under this Agreement will terminate and:

    a) each party shall promptly destroy any and all Confidential Information relating to the other party received in connection with this Agreement, and, upon request, confirm the same in writing;

    b) Customer may export a copy of the Customer Data (stored in the Software at the time of termination) in a structured, commonly used and machine-readable format within thirty (30) days after such expiration or termination and Supplier may delete all Customer Data after such time has passed;

    c) Supplier will remove access to the Product.

8.4. Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

9. Data Protection

9.1. The parties agree to comply with Annex 1 (Data Processing Annex) in relation to any data processing activities.

10. Proprietary Rights

10.1. Customer acknowledges and agrees that the Supplier owns all intellectual property rights in the Product.

10.2. Except as expressly stated, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets,

trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Product.

10.3.   Any Customer feedback relating to the Product may be used by Supplier without restriction or obligation.

11.   Use of third parties

11.1.   Supplier may subcontract any of its obligations under this Agreement to any third party provided supplier remains liable for the performance of its obligations under this Agreement.

12.   Warranties

12.1.   The Supplier warrants that the Product provided hereunder, and the access and use thereof by the Customer in accordance with the provisions of this Agreement will not infringe, misappropriate, or violate the Intellectual Property Rights of any third party.

12.2.   No other warranties

a)   Except as expressly in this agreement, the Product are provided "as is". The Supplier does not warrant that the Product will be uninterrupted, virus or error free or that it will correct all service errors; nor does it make any warranty as to the results that may be obtained from use of the Product.

b)   The Customer acknowledges that the Supplier does not control the transfer of data over communications facilities, including the internet, and that the Product may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

c)   All warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement and each statement of work.

13.   Limitation of Liability

13.1.   Supplier shall not be liable for any loss of data, lost profits, interruption of business or any other indirect, special, incidental or consequential damages of any kind.

13.2.   To the maximum extent permitted by law, Supplier's entire liability in connection with this Agreement shall not exceed the aggregate fees paid by Customer over the twelve (12) months preceding the first event resulting in a claim.

13.3.   Nothing in this Agreement shall limit or exclude Supplier's liability for:

a)   death o personal injury arising from that party's negligence; or

b)   fraud or fraudulent misrepresentation.

13.4.   Nothing in this Agreement shall limit the Customer's liability for any outstanding fees.

14.   Confidentiality

14.1.   A Party (the "Receiving Party") may receive Confidential Information of the other Party or its Affiliates (the "Disclosing Party") in connection with the Product.

14.2.   The Receiving Party shall keep all such Confidential Information confidential and protect it by using the same level of care and discretion that the Receiving Party uses with respect to its own confidential information, which will be in no case less than reasonable care and discretion.

14.3.   The Receiving Party shall not disclose Confidential Information to anyone other than its employees, officers, contractors, representatives or service providers provided that:

   a) it informs such recipients of the confidential nature of the Confidential Information before disclosure; and
   b) at all times, it is responsible for such recipient's compliance with the confidentiality obligations set out in this clause.

14.4.   Without limiting the foregoing, either Party may disclose Confidential Information to a government authority if that disclosure is:

   a) required by law; or
   b) necessary to exercise its rights or perform its obligations under and in accordance with the Agreement.

15.   Security Measures

15.1.   Supplier has implemented and maintains adequate technical and organisational security measures to protect Customer's data.

16.   Entire Agreement, modifications, Waivers and Third Party Rights

16.1.   This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

16.2.   This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16.3.   Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. To the extent there is any conflict or inconsistency between the Terms and any Order Form, the Order Form shall prevail to the extent of any such conflict or inconsistency. Any additional or different terms or conditions proposed by Customer are hereby expressly excluded.

16.4.   Any waiver of any provision of the Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by a Party of a breach of any provision of the Agreement by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party

16.5.   Supplier may make changes to this Agreement by updating the relevant sections and providing notice to Customer. All changes to the terms of this Agreement become effective at the earliest of: i) when a new Order is made; or ii) at the start of the next Renewal Period. If Customer objects to the changes, Customer may terminate the Agreement as its sole and exclusive remedy.

16.6. Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way

17. Governing Law and Jurisdiction

17.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of the Republic of Germany.

17.2. Each party irrevocably agrees that the courts of the Republic of Germany shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Annex 1 - Data Processing Annex

This Annex sets out the specific obligations in relation to the processing of personal data:

1.   Definitions

"Customer Personal Data" means the personal data Customer is acting as a data processor on behalf of the Customer. In relation to the Product, this may include:

- Contact details (name and email).
- Any personal data provided by respondents when using the Product.

Relating to:

- The Customer's end-user of the Product.

"Applicable Data Protection Law" means applicable data protection and privacy laws in Germany, including the EU General Data Protection Regulation and other data protection laws.

"Controller", "data subject", "personal data", "processor", "processing" (and "process") and "special categories of personal data" shall have the meanings in the Applicable Data Protection Laws.

2.   Relationship of the Parties

2.1.   Customer appoints Supplier as a data processor in relation to Customer Personal Data for the purpose of providing the Product during the term of this Agreement.

3.   Security

3.1.   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk (in accordance with Applicable Data Protection Law) to protect Customer Personal Data from accidental or unlawful destruction, and loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Breach").

4.   Subprocessing

4.1.   Customer agrees to Supplier engaging sub-processors to process the Customer Personal Data in connection with the Product.

4.2.   Supplier shall remain liable for breaches of this Data Protection Addendum by any of the sub-processors; and shall provide Customer with notice of any updates to the sub-processor list by updating these Terms.

4.3.   Customer may object to Supplier's appointment of a sub-processor prior to its appointment, provided such objection is based on reasonable data protection grounds. In such an event, Customer may suspend or terminate the Agreement (without prejudice to any fees incurred prior to Suspension or Termination).

4.4.   Supplier's current list of sub-processors:

Name	Purpose	Location of processing
Amazon Web Services EMEA SARL	Cloud hosting and data processing	Germany
Google Cloud EMEA Limited	Cloud hosting and data processing	Germany
Microsoft Ireland Operations Limited	Cloud hosting and data processing	Germany

5. Cooperation and Assistance

5.1. Supplier shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to: respond to any request from a data subject in relation to their rights under Data Protection Legislation; or any other correspondence, enquiry or complaint received from a data subject, regulator or third party in relation to the processing of Customer Personal Data.

5.2. Supplier shall provideCustomer with reasonable cooperation (at Customer's expense) to enable Customer to (i) conduct any data protection or transfer impact assessments that it is required to undertake under Applicable Data Protection Law; and (ii) consult competent supervisory authorities prior to processing where required by Applicable Data Protection Law.

6. Security Breaches

6.1. If Supplier becomes aware of a Security Breach, Supplier will inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under Applicable Data Protection Law.

6.2. Supplier shall further take such reasonably necessary measures and actions to mitigate the effects of the Security Breach and shall keep Customer informed of all material developments in connection with the Security Breach.

6.3. The Customer acknowledges that in the event of a Security Breach impacting a subprocessor of Supplier, the Customer may receive notification directly from the subprocessor.

7. Deletion and Return of Data

7.1. Following termination of the Agreement, Customer shall have thirty (30) days to export any Customer Personal Data from the Software and after such time has passed Supplier may destroy all Customer Personal Data in its possession or control.

7.2. This requirement shall not apply to the extent that: (i) Supplier is required by applicable law to retain some or all of the Customer Personal Data; or (ii) Customer Personal Data is archived on Supplier's back-up and support systems.

8. Reviews and Audit

8.1.   Supplier shall deal promptly and adequately with any enquiries from the Customer about the processing of Customer Personal Data in accordance with this Data Processing Addendum and make available all information reasonably necessary to demonstrate compliance with its obligations in this Data Processing Addendum.

8.2.   Supplier shall allow Customer or its representative to audit (at Customer's expense) Supplier's data processing activities on the following conditions:
   a) Supplier provides at least 45 days notice
   b) The audit takes place during normal business hours and it does not disrupt Supplier's business operations
   c) Customer has not audited Supplier in the last year (unless a major Data Breach has occurred)

9.   International Data Transfers

9.1.   At Customer's request, Supplier may enter into adequate data transfer agreements with Customer to ensure the processing of personal data transfers comply with applicable international data transfer requirements.

9.2.   Customer must ensure that use of Product complies with international data transfer requirements and provide notice to Supplier if additional safeguards are required.

Appendix 1 - Security Controls

Supplier has implemented technical and organisational measures to protect Customer Data, including Customer Personal Data. These measures include:

Protecting the data
- Data minimisation controls
- Data encryption at rest and in transit
- Data tokenization and anonymization

System and Network Security
- Business continuity and disaster recovery plan
- Periodic data back-ups and recovery mechanisms

Access control management
- Access control management
- Audit logging
- Event monitoring

Governance
- Information security management system

Physical Security
- Physical security control measures