



Attest Terms of Use - as available: <https://www.askattest.com/legal/terms-of-use>

The terms below govern our relationship and your use of the Attest Service.

They are reflective of Attest's set-up and our platform and can't be amended. Please reach out to your Attest contact in the event you have any specific questions on the terms and note that redlines won't be accepted.

These Terms

In order to protect both you and us, these Terms explain the relationship between you, (the "**Customer**", "**You**", "**Your**") and us and the rights and obligations each of us may have to each other in relation to the services we provide. We operate as Attest Technologies Limited (and Attest Technologies, Inc. in the USA), and throughout these terms and conditions (hereafter referred to as "**these Terms**") we refer to ourselves as "**Attest**", "**we**", "**us**", or "**our**".

These Terms, together with our [Privacy Policy](https://www.askattest.com/legal), [Acceptable Use Policy](https://www.askattest.com/legal), [Data Processing Agreement](https://www.askattest.com/legal) (each available at <https://www.askattest.com/legal>) and any applicable Order Form, collectively form our agreement with you ("**Agreement**") and govern your access to, and use of, the Attest Survey tools made available via our website, and any other website or application from which we make Attest's platform and Survey tools available to you from time to time (the "**Attest Service**"). In the event of any discrepancy between these Terms and your Order Form, the Order Form will prevail.

If you are using the Attest Service on behalf of an organisation, you agree to these Terms on behalf of that organisation and you confirm to us that you have the authority to do so (in which case the references to "**Customer**", "**you**" and "**your**" in these Terms will also refer to that organisation).

For the avoidance of doubt, the Customer entity named on an Order Form retains overall responsibility for payment for and use of the Attest Service, and compliance with these Terms.

By signing up for and/or using the Attest Service you are deemed to have accepted these Terms and our Agreement, which will bind you and your organisation. If you do not accept these Terms or the Agreement, you should not, and are not permitted to, use the Attest Service.

If you wish to make a complaint or report any matters arising out of these Terms, please contact us at support@askattest.com.

The Attest Service

The Attest Service enables you to create an opportunity for one or more individuals, known collectively as “**Survey Respondents**”, to respond to a survey of one or more questions (“**Survey**”) that you have created and uploaded to the Attest Service via the Attest platform, in order to elicit and collect responses from Survey Respondents (a “**Survey Opportunity**”).

Each response to a Survey Opportunity by a Survey Respondent is defined in these Terms as a “**Survey Response**”, which may take the form of either:

- a) anonymous information from unknown Survey Respondents provided via Attest’s audience base, who are asked to respond to text-based questions (“**Attest Survey Respondents**”);
- b) anonymous information from unknown Survey Respondents in the UK or US provided via Attest’s audience base, who are asked to provide video responses (“**Video Responses**” or “**Video Respondents**”, as applicable); or
- c) information from Survey Respondents invited by you to respond to your Survey(s) (“**Own Audience Respondents**”).

1. Your rights to use the Attest Service

- 1.1. We provide you with a limited, revocable, non-exclusive, non-transferable, personal and terminable licence to use the Attest Service but only on the terms and conditions of these Terms. This licence may be revoked at any time by us and without notice to you.
- 1.2. We allow you to access and use the Attest Service for the duration of your Order Form on the terms and conditions of these Terms, to:
 - 1.2.1. create Survey Opportunities for Survey Respondents;
 - 1.2.2. create and modify your personal account with the Attest Service (“**Account**”) in order to ensure that your contact details are kept up-to-date during the Term; and
 - 1.2.3. receive the Attest Service.
- 1.3. Your right to access the Attest Service including using any remaining credits, accessing or downloading any Survey Responses collected and/or stored on the Attest Service or launching new Survey Opportunities will cease as of the Service End Date noted on your Attest Order Form. It is the Customer’s sole responsibility to ensure that credits are used, all Surveys are completed, and any results downloaded, prior to the expiry or termination of their relevant Attest Order Form. Any Surveys not completed prior to the Service End Date will be closed, and you will be unable to access the Survey Responses. For the avoidance of doubt, credits must be used during the term of the relevant Order Form and do not roll over to any subsequent term.

Shared for review only - not editable

Attest is not able to facilitate access to Survey Responses or any other part of the Attest Service after the Service End Date.

2. What we ask you not to do

- 2.1. When using the Attest Service, you agree to comply with our [Acceptable Use Policy](#), as may be updated from time to time, and all applicable laws, statutes and regulations. This is to ensure we provide the best possible service to our customers and Survey Respondents. In particular, you agree (unless where permitted by applicable law or approved by us in writing) not to:
- 2.1.1. knowingly withhold information which may affect Attest's ability to provide the Attest Service to you or others, or the security or integrity of the Attest Service;
 - 2.1.2. use or attempt to use any automated program (including, without limitation, any spider or other web crawler) to access the Attest Service, or to search, display or obtain links to any part of the Attest Service. Any such use or attempted use of an automated program shall be a misuse of the Attest Service. Obtaining access to any part of the Attest Service by means of any such automated programs is strictly unauthorised;
 - 2.1.3. use the Attest Service to impersonate any person, or to misrepresent your identity or your organisation's identity, or your or your organisation's affiliation with any person;
 - 2.1.4. share the login name and password issued to you by Attest for your Account with any other person (although they are welcome to set up their own Account), including but not limited to other customers, and we ask you to keep such login name and password secure and confidential;
 - 2.1.5. create, transmit or introduce into the Attest Service any programs, viruses, malware, or other type of malicious software, or links to such software, that could disrupt or harm the proper operation of the Attest Service or incite another to do so;
 - 2.1.6. engage in sending unsolicited messages to any number of users on or via the Internet on the Attest Service;
 - 2.1.7. upload, store or download any material that is, or appears to be, unlawful, illegal or in any way harmful (for example, threatening, abusive or obscene), defamatory, or infringing third party copyright, trade mark, or other intellectual property rights or which includes any personally identifiable information from Survey Respondents (together, "**Prohibited Material**"), or otherwise use the Attest Service for any purposes which would be prohibited under applicable law;
 - 2.1.8. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Attest Service (as applicable) in any form or media or by any means;
 - 2.1.9. misuse the Attest Service by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that

we provide;

- 2.1.10. circumvent, or attempt to circumvent, any limitations that Attest imposes on your Account (such as by opening up a new Account to create a Survey Opportunity that we have closed for a Terms violation);
- 2.1.11. unless authorised by Attest in writing, probe, scan, or test the vulnerability of any Attest system or network;
- 2.1.12. engage in abusive or excessive usage of the Attest Service, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Attest Service for other users;
- 2.1.13. use the Attest Service to infringe the Intellectual Property Rights (as defined in clause 7.1 below) of Attest or others, or to commit an unlawful activity;
- 2.1.14. represent, resell or lease the Attest Service without the express written consent of Attest or entering into an Attest sanctioned "Attest Service Reseller Programme";
- 2.1.15. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Attest Service;
- 2.1.16. either directly yourself or indirectly via a third party, access or use the Attest Service if you or any of your affiliates is a competitor of Attest or provides substantially similar products or services to Attest (a "**Competitor**"). For the avoidance of doubt, this prohibition extends to any third party working for or on behalf of a Competitor;
- 2.1.17. build any product or service using any part of the Attest Service which is similar to, or competes with, the Attest Service;
- 2.1.18. license, sell, rent, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Attest Service available to any third party; or
- 2.1.19. attempt to obtain, or assist third parties in obtaining, access to the Attest Service, other than as permitted in these Terms.

2.2. Attest and Customer will comply with all applicable import, export control, and sanctions laws (the "**Sanctions Laws**");

- 2.2.1. You are not permitted to: (a) use the Attest Service if you are on a list of prohibited or restricted parties under the Sanctions Laws; (b) export, distribute, supply or permit the use of the Attest Service to any person (including your Own Audience Respondents) where you have reason to believe that such person is located, organised or resident in a country or region that is subject to comprehensive economic sanctions (currently Cuba, Iran, North Korea, Russia, Syria, and the Crimea and so-called Donetsk People's Republic ("**DNR**") and so-called Luhansk

People's Republic ("LNR") Region of Ukraine); or (c) are a designated, denied, or otherwise restricted party under the Sanctions Laws.

2.2.2. Attest reserves the right to suspend or terminate your access to the Attest Service immediately where we become aware of a potential breach of this clause 2.2.

3. What to do if you notice something that you think should not be on the Attest service or communicated to you?

- 3.1. If you become aware of or think that any material uploaded to, stored in or transmitted via the Attest Service may constitute Prohibited Material, we ask you to notify us of the existence of such Prohibited Material immediately by email to support@askattest.com. Please be aware that Attest may disable and/or remove any Prohibited Material from the Attest Service without notice to you.
- 3.2. If your use of the Attest Service requires you to comply with industry-specific regulations applicable to such use, you acknowledge that you will be solely responsible for such compliance, unless Attest has agreed in writing with you otherwise. You may not use the Attest Service in a way that would subject Attest to those industry-specific regulations without obtaining Attest's prior written agreement.
- 3.3. Protecting the security of our Survey Respondents is of paramount importance to us. We therefore reserve the right to take any steps we deem necessary to protect the security of our Survey Respondents and take measures to ensure they are not misled by Surveys used for fraudulent or other unlawful purposes.
- 3.4. Save where expressly permitted by Attest (for example the collection of video and audio data only from Video Respondents), we reserve the right to close and/or remove any Surveys that collect or publish, or attempt to collect or publish any personal data from Survey Respondents including, but not limited to, names, contact details, credit card numbers, passwords, or other types of sensitive information.
- 3.5. We reserve the right to remove any Surveys that are intended to deceive or mislead Survey Respondents, including by linking to websites with malicious software such as malware.

4. The security of your account

- 4.1. In order to protect you, Attest and other users of the Attest Service, if Attest suspects, or the Attest Service detects, an attempt to access your Account by someone else other than you, your Account will be suspended immediately without notice. In such circumstances, Attest reserves the right to determine, at its sole discretion and without liability, whether to:
 - 4.1.1. reinstate your Account; or
 - 4.1.2. permanently disable your Account and terminate these Terms immediately on written notice to you.

- 4.2. You must give Attest prior written notice, by email to your Attest contact, before inviting a third party outside of your direct organisation to sign-up to your Attest org, or otherwise make use of the Attest Service (“**Customer Third Party**”). This includes but is not limited to any third party consultants or agencies working on your behalf. You remain responsible and liable for ensuring the Customer Third Party’s compliance with the Agreement, including their acts and omissions during their use of the Attest Service. Attest reserves the right to deny such a request, for example where we consider the Customer Third Party to be a Competitor.
- 4.3. You must notify Attest immediately by email to support@askattest.com, if you become aware of any unauthorised access to the Attest Service or your Account.
- 4.4. In order to ensure the integrity of the Attest Service we reserve the right, at our sole discretion, and without liability, to:
- 4.4.1. temporarily prevent access to your Account;
 - 4.4.2. remove your Surveys or any Content (or any portion thereof) submitted by you to the Attest Service, where “**Content**” shall mean any survey questions, text, images, media, identifiers, documents and branding relating to your organisation that you may upload to the Attest Service in order to create a Survey Opportunity;
 - 4.4.3. permanently disable your Account and terminate these Terms immediately on written notice;
 - 4.4.4. take measures to prevent the further use of the Attest Service by you, including blocking your IP address; and/or
 - 4.4.5. terminate these Terms,

and to do so without any further liability to you or providing you with a refund of any fees paid by you in accordance with these Terms, if you are found to be in breach of any of these Terms.

5. How you use the Attest Service

- 5.1. We ask you to keep your email address and, where applicable, your contact details and payment details associated with your Account current, up-to-date and accurate.
- 5.2. If you require them, you are also responsible for maintaining, protecting, and making backups of your Content and Survey Responses you receive, prior to the expiry or termination of your Attest Order Form, following which you will not have access to the Attest Service. To the extent permitted by applicable law, Attest will not be liable for any failure to store, or for loss or corruption of, your Content or the Survey Responses you receive.
- 5.3. Attest may suspend or 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 60 days. However, we will attempt to warn you by email before doing so, to provide you with the opportunity to log in to your Account so that it remains active and funds remain available to you.

- 5.4. Whenever you make use of any features of the Attest Service, including those that allow you to upload Content to the Attest Service, receive Survey Responses from Survey Respondents, or make contact or interact with Survey Respondents, the following terms will apply:
- 5.4.1. we are under no obligation to oversee, monitor or moderate any interactive feature or service that we provide on the Attest Service including the content of Survey Responses, and we expressly exclude our liability for any loss or damage arising from the use of any interactive feature or service by a user in contravention of these Terms, whether the feature or service is moderated or not. However, you acknowledge that, in order to ensure compliance with legal obligations, Attest may be required to review certain content submitted to the Attest Service 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 applicable law or these Terms;
 - 5.4.2. where required by law, we may be required to invoke the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Attest Service constitutes a violation of their Intellectual Property Rights (as defined in clause 7.1 below), or of their right to privacy, or is defamatory;
 - 5.4.3. we will not be responsible, or liable to you or any third party, for any of the content of Survey Responses (including the accuracy, completeness, reliability and fitness for purpose of such Survey Responses) or for your subsequent use of the Survey Responses (including sharing it publicly), and we exclude all warranties (whether express or implied) in relation to the content of Survey Responses to the maximum extent permitted by applicable law;
 - 5.4.4. we will not be responsible, or liable to you, for any Content posted by you or any other user of the Attest Service. You will remain responsible for the accuracy and completeness of your Content, and for any errors in such Content. You must ensure that you have all the rights and permissions needed to use your Content. Please do not use Content from the Attest Service unless you have first obtained the permission of its owner, or are otherwise authorised by law to do so; and
 - 5.4.5. we have the right to remove any Content that you post or upload to the Attest Service if, in our opinion, it does not comply with these Terms.
- 5.5. Please note that the views expressed by Survey Respondents using the Attest Service are those of the Survey Respondents and do not necessarily represent our views or values.
- 5.6. Any and all Content that you contribute to the Attest Service, and to any interactive features or services associated with it, must:
- 5.6.1. be accurate (where they state facts);
 - 5.6.2. be genuinely held (where they state opinions); and

- 5.6.3. comply with applicable law, including ensuring that you have all necessary consents in relation to any personal data uploaded.

6. Fees for using the Attest Service

- 6.1. The prices and features of the Attest Service will depend on the type of subscription plan you have.
- 6.2. You will pay Attest the fees and any other amounts owing as specified in the applicable Order Form(s). We will invoice you in accordance with the payment terms set out in your Order Form which, unless otherwise specified in that Order Form, will be within 14 days of the date of the applicable invoice.
- 6.3. When signing up to use the Attest Service, you agree to pay Attest all fees associated with your chosen plan or subscription in full. Payment obligations are non-cancellable and fees paid are non-refundable unless expressly stated in these Terms or your Order Form, where applicable. Any exception made by Attest to allow fees to be paid in instalments will not negate the Customer's obligation to make payment of the total fees set out on relevant Order Form(s), and the total fees will remain due and payable to Attest in line with any terms detailed on the Order Form(s). Where fees are not received by the due date, then without limiting Attest's rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law; (b) Attest may condition future subscription renewals on shorter payment terms; and (c) Attest may suspend the provision of Services to you until the overdue amounts are paid in full.
- 6.4. All Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are solely responsible for payment of all such taxes, levies, or duties, including any related penalties, interest or reasonable expenses incurred by Attest in collecting overdue amounts. We reserve the right to invoice for sales tax if required under the applicable taxing jurisdiction unless you provide us with an exemption certificate or proof that you have self-assessed.
- 6.5. Where so required by your organisation, you acknowledge that any delay in providing a Purchase Order/PO number may result in Attest being forced to delay or suspend access to the Attest Services.
- 6.6. Where Attest makes an exception to facilitate your request for an invoice to be paid by an entity other than the one named as the "Customer" on the relevant Order Form(s), the entity named as the Customer retains overall responsibility for payment of fees, and will immediately make payment to Attest in the event that another party elected by the Customer fails to make timely payment of any sums due to Attest.
- 6.7. Where it is necessary for Attest to facilitate an exceptional payment by credit card, credit card payments will be made via a third-party service which we use to process electronic payments (the "**Payment Processor**"). You will be asked to provide a valid credit card or other acceptable form of payment to the Payment Processor in order to pay the fees.
- 6.8. Please note, we do not accept payment by cheque/check.

7. Intellectual property rights

- 7.1. You acknowledge and agree that all copyright, trade mark, patent, database, design and other intellectual property rights that subsist anywhere in the world ("**Intellectual Property Rights**") in the Attest Service belong to Attest and its third party licensors and that you have no rights in, or to, the Attest Service or the content you access through the Services other than the right to access and use the Attest Service in accordance with the terms and conditions of these Terms.
- 7.2. These Terms do not grant you any right to use Attest's trade marks or other brand elements. Please reach out to your Attest contact should you need to use our name, logo or other branding for any reason.
- 7.3. In consideration of the payment(s) made by you in accordance with clause 6, Attest will grant you a limited, sole, personal, non-transferable, non-sublicensable licence to use the Survey Responses for each Survey Opportunity you have paid for, so only you (and Attest) can use them.
- 7.4. You acknowledge and agree that all Intellectual Property Rights in:
- 7.4.1. anonymous data gathered via the Attest Service from you and Attest Survey Respondents and Video Respondents who respond to your Surveys (including, without limitation, data and aggregated data that we derive from your Surveys and the Survey Responses received in response to your Survey Opportunities) visiting or using the Attest Service ("**Attest User Captured Data**"); and
 - 7.4.2. the content of Survey Responses received in response to your Survey Opportunities from Attest Survey Respondents and Video Respondents,
- belong to, and shall belong to, vest in and remain vested in, Attest, and that you have no rights of ownership in, or to, Attest User Captured Data or the content of Survey Responses received in response to your Survey Opportunities from Attest Survey Respondents or Video Respondents (other than in accordance with the licence granted to you in clause 7.3). You shall, if requested by Attest, enter into such assignments or other formal documentation as may be necessary or desirable to record or effect the vesting of the ownership of the Attest User Captured Data and content of the Survey Responses created in response to your Survey Opportunities, in Attest.
- 7.5. Subject to clause 7.4 and 7.6, you retain ownership of all of your Intellectual Property Rights in your Content. Attest does not claim ownership over any of your Content, and will not re-publish your Content in full without seeking your prior consent, save that nothing shall prevent Attest from publishing or hosting Content to the extent it forms part of your Survey Opportunities.
- 7.6. You hereby grant to Attest a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide licence (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit, host, and distribute:

- 7.6.1. the content of any Surveys you upload to the Attest Service for any purposes in connection with the Attest Service, including (without limitation) publishing and making your Surveys available to Survey Respondents on the Attest Service (although we will not re-publish or offer other entities insight on parts of your Surveys or your entire Surveys, and the results of such Surveys, without your permission);
- 7.6.2. any other Content you upload to the Attest Service (unless you request us not to use specific Content by notifying us at support@askattest.com, in which case we will of course uphold your wishes); and
- 7.6.3. data gathered via the Attest Service from Own Audience Respondents, including the content of Survey Responses received in response to your Survey Opportunities from Own Audience Respondents;

in any form, medium or distribution method now known or hereafter existing, known or developed. This licence also extends to any trusted third parties we work with to the extent necessary to provide the Attest Service to you.

- 7.7. If you are an organisation, you hereby grant to Attest a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sub-licensable, worldwide licence to use, reproduce, display, publish, transmit, host, and distribute your organisation's name, trade marks (whether registered or unregistered), logos and other branding (together, "**Branding**"), and all Intellectual Property Rights subsisting therein, for our marketing and promotional purposes. If you are using the Attest Service in your personal capacity, we will not use your name or Branding without your prior written consent. For the avoidance of doubt, nothing in this clause will prevent Attest from using, reproducing, displaying, publishing, transmitting, hosting or distributing the Branding where it forms part of a Survey or Content uploaded by or on behalf of the Customer to the Attest Service.
- 7.8. Attest respects the Intellectual Property Rights of others, and we respectfully ask you to do the same. Each party agrees that it has obtained all necessary rights, licenses and permissions to use, disclose and process any third-party data provided in connection with this Agreement, including from Survey Respondents.

8. Confidentiality

- 8.1. Given the nature of the Attest Service, it is likely that the majority of the information you pass to us will be for public review and response via a Survey. That said, during your use of the Attest Service, it is likely we will each have access to information such as materials about each other's businesses, plans, technology, products and services that are confidential, or could reasonably be expected to be regarded as confidential ("**Confidential Information**"). Where one of us discloses Confidential Information to the other (the "**Discloser**"), the party receiving this Confidential Information (the "**Recipient**") agrees to take every reasonable precaution to protect the confidentiality of Confidential Information and not to use or disclose to any third party any Confidential Information for an indefinite period, unless such disclosure relates to: (a) any use or disclosure authorised by the Discloser or required by applicable law, including where we may be required to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Attest Service constitutes a violation of their intellectual property rights, or of their right to privacy, or is defamatory; and (b) any information which was known to the Recipient prior to disclosure, or which comes into the public domain otherwise than through the

Recipient's unauthorised disclosure.

- 8.2. Notwithstanding the above, Attest is permitted to disclose your Confidential Information (a) on a need-to-know basis to its employees, contractors, and agents of its affiliates in order to provide the Attest Service, under terms of confidentiality that materially provide the protections set out above; and (b) to any Customer Third Parties invited by you to your instance of the Attest Service. You agree and acknowledge that in order to provide the Attest Service, Attest will be required to publish your Content on the Attest Platform so that it can be made public to Survey Respondents to provide Survey Responses. It is your responsibility to ensure your Content does not disclose any information you do not wish to disclose publicly, and Attest accepts no liability for any such disclosure.

9. Data Protection

- 9.1. Where we process your data in order to provide you with the Attest Service (for example, your name and email address), we will process your data in accordance with applicable data protection laws. Attest and the Customer acknowledge that the details of any processing of respondent personal data is set out in our [Data Processing Agreement](https://www.askattest.com/legal/data-processing-agreement) (<https://www.askattest.com/legal/data-processing-agreement>).

10. Availability of the Attest service

- 10.1. We will endeavour to keep the Attest Service available, but the Attest Service may be unavailable from time to time for various reasons. The Attest Service is made available to you on an "as is" and "as available" basis.
- 10.2. Attest will not be liable to you for any failure or inability to provide continuous, error free, uninterrupted services via the Attest Service caused by any circumstances beyond our control.

11. Warranties

- 11.1. Both you and Attest warrant to each other that you have the authority, capacity and ability to enter into these Terms, and to perform your obligations under these Terms.
- 11.2. You warrant that:
- 11.2.1. you own or have permissions to use all Intellectual Property Rights in the Content;
 - 11.2.2. the possession and use by Attest of the Content for the purpose of providing the Attest Service will not infringe the Intellectual Property Rights of any third party or contravene applicable law; and
 - 11.2.3. any Content that is uploaded to, stored in or transmitted to the Attest Service will not be Prohibited Material.

12. Indemnity

This is an important clause so please read it carefully. In order to protect us, you will indemnify and undertake to keep Attest, its officers, servants and agents indemnified against any costs or expenses (including reasonable legal costs and the cost of any settlement) arising out of any third party claim, action, proceeding or demand that may be brought, made or prosecuted against Attest arising out of or as a consequence of a breach of these Terms by you, or an unlawful or negligent act or omission by you, or an infringement of any third party rights by or caused by you (including, without limitation, Intellectual Property Rights) which arise out of or are connected in any way with these Terms.

13. Limitation of liability

- 13.1. This is an important clause so please read it carefully. You acknowledge that the Attest Service has not been developed to meet your individual requirements. You acknowledge that the Attest Service is provided on an 'as is' and 'as available' basis. Attest gives no condition, warranty, undertaking or representation to you, whether express or implied, in respect of the suitability, or fitness for purpose, of the Attest Service. This does not affect any statutory or other rights available to you.
- 13.2. Nothing in this Agreement excludes or limits either party's liability for death or personal injury caused by their negligence or for fraudulent misrepresentation other liability that cannot be excluded or limited by applicable law.
- 13.3. Attest's total liability to you in contract, tort, (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of Attest's obligations under these Terms shall be limited to the greater of: (i) the aggregate of your total amounts paid to Attest during the twelve (12) months prior to the event giving rise to the liability or (ii) £10,000.
- 13.4. Attest shall not be liable for defects resulting from the improper use of the Attest Service by you, users of your Account, Survey Respondents, or by any other third party.
- 13.5. Attest shall not be liable to you whether arising under these Terms or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, for any Consequential Loss. "**Consequential Loss**" shall for these purposes mean: pure economic loss; loss of profits (whether categorised as direct or indirect, actual or anticipated); losses arising from business interruption; loss of business revenue, loss of income, loss of goodwill or reputation, anticipated savings; losses whether or not occurring in the normal course of business, wasted management or staff time; and loss or corruption of data.
- 13.6. These Terms, together with any applicable Order Form, Data Processing Agreement, Privacy Policy and Acceptable Use Policy, set out the full extent of our obligations and liabilities in respect of your access to the Attest Service. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Attest Service which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by applicable law.

14. Term and Termination

14.1. Unless otherwise expressly stated by Attest in writing:

- 14.1.1. Attest subscriptions are for a minimum term of 12 months from the Service Start Date noted on the relevant Order Form; and
- 14.1.2. all Order Forms are non-cancellable, non-refundable and non-amendable and will remain in force until the Service End Date specified on the Order Form.

14.2. Any auto-renewal and applicable notice provisions will be stated on the relevant Order Form. Attest reserves the right to adjust our fees at the time of renewal to reflect any adjustments, changes or increases in our pricing models. Revised fees will apply from the commencement of the renewal.

14.3. Attest may terminate the Agreement immediately on written notice to you (which includes email) at any time if you breach the Agreement.

14.4. Upon termination or expiry for any reason:

- 14.4.1. all rights and licences granted to you under these Terms shall cease, including but not limited to your access to the Attest Service and Survey Responses collected and/or stored on the Attest Service. This means that we may delete or otherwise revoke access to your Account, which will remove any remaining funds or credits in your Account at the time of expiry or termination;
- 14.4.2. you must cease all activities authorised by these Terms;
- 14.4.3. any outstanding unpaid fees owed by you to Attest will be immediately due;
- 14.4.4. you shall have no right to access, use, reproduce, perform, display, distribute, install or test the Attest Service (or any part thereof, including accessing the Attest platform or any Survey Responses stored on the Attest Service), or any other items provided by Attest to you in relation to the use of the Attest Service.

14.5. The following clauses will survive termination of these Terms together with any other terms of these Terms or this Agreement that contemplate performance or obligations after termination: 6 (FEES FOR USING THE ATTEST SERVICE), 7 (INTELLECTUAL PROPERTY RIGHTS), clause 9.1 (CONFIDENTIALITY), clause 12 (INDEMNITY) and clause 13 (LIMITATION OF LIABILITY), 16 (OTHER IMPORTANT TERMS) and 17 (JURISDICTION AND GOVERNING LAW).

15. Acts beyond our control: Force majeure

15.1. Sometimes the Attest Service may be impacted by events beyond our reasonable control, known as "Force Majeure" events. "Force Majeure" means anything outside of our reasonable control, including, but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, sabotage, epidemic, labour dispute, power shortage, network failure, server crashes, deletion, corruption, loss or removal of data,

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including, without limitation, where you cease to be entitled to access the Internet or cease to have access to the Internet, for whatever reason, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.

- 15.2. If Attest is wholly or partially precluded from complying with its obligations under these Terms by Force Majeure, then Attest's obligation to perform in accordance with these Terms will be suspended for the duration of the period of Force Majeure.

16. Other important terms

- 16.1. Attest may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to the Attest Service, and to account for new services or functionality. Any changes will be posted on this page. Attest may also provide notification of changes via email or on the Attest Service. Changes will be effective as soon as they are publicly posted.
- 16.2. In order for certain changes to become effective, applicable law may require Attest to obtain your consent to such changes, or to provide you with advance notice of them. If you do not want to agree to any changes made to these Terms, you should stop using the Attest Service, because by continuing to use the Attest Service you indicate your agreement to be bound by the updated terms.
- 16.3. Attest is looking to constantly change and improve the Attest Service. Attest may add, alter, or remove functionality from the Attest Service at any time without prior notice to you.
- 16.4. **"Beta Services"** are features made available by Attest to you for testing purposes only. Participation in Beta Services is by invitation and/or approval by Attest only, and may be subject to your acceptance of additional or varied terms. We reserve the right to immediately and without notice remove Beta Services for any reason without liability to you and we do not make any commitment to provide Beta Services in any future versions of the Attest Service. For the avoidance of doubt, all Beta Services are provided "As Is" without warranty of any kind. Any feedback you provide us with during use of the Beta Services will be owned by Attest and you hereby grant to us, if at any time required, a perpetual, non-revocable, royalty-free, sublicensable, assignable, worldwide license to use and/or incorporate such feedback into any of our products or services at any time.
- 16.5. We may remove Content from the Attest Service at any time in our sole discretion, although we will endeavour to notify you before we do that if it materially impacts you, and if practicable under the circumstances.
- 16.6. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms, without our prior written consent.
- 16.7. We may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under these Terms, and we may subcontract or delegate in any manner any or all of its obligations under these Terms to any third party or agent.

- 16.8. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.9. If a court or any other competent authority finds that any provision (or part of any provision) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.
- 16.10. Nothing in the Agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between the parties, or constitute any party the agent of the other party for any purpose. No party will have authority to act as agent for, or to bind, the other party in any way.
- 16.11. A person who is not a party to the Agreement will not have any rights under or in connection with it.
- 16.12. Nothing in the Agreement will render you an employee, worker, agent, joint venture or partner of Attest, and you will not represent or hold yourself out as such.
- 16.13. The Agreement constitutes the entire agreement between you and us in relation to your access to and use of the Attest Service. Any terms, codes of conduct, supplier portals or similar provided by you either prior to or following signature of the relevant Order Form do not apply, have no effect on Attest's obligations under this Agreement, and are not relevant to your use of the Attest Service. You acknowledge and agree that you have not relied on any statement, promise or representation made, or given by, or on behalf of, Attest which is not set out in these Terms. Nothing in this clause shall limit or exclude any pre-contractual liability for fraud.

17. Jurisdiction and Governing Law

Please note that the jurisdiction and governing law relevant to your agreement with Attest will depend on which of our entities you are contracting with, i.e. Attest Technologies Limited in the UK or Attest Technologies, Inc. in the USA.

The relevant Attest entity will be flagged on your Order Form:

- **Clause 17.1 below applies where your relationship is with Attest Technologies Limited (e.g. generally where you're a company in the UK or EMEA, in discussions with our UK team); and**
- **Clause 17.2 below applies where your relationship is with Attest Technologies, Inc. (e.g. generally where you're a US customer in discussion with our US team).**

- 17.1. **This clause 17.1 will apply where the Attest Service is provided by Attest Technologies, Limited (this will be flagged on your Order Form):** Contracting Entity. References to “**Attest**”, “**we**”, “**us**”, or “**our**” are references to Attest Technologies Limited. These Terms, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and you and Attest irrevocably submit to the exclusive jurisdiction of the courts of England and Wales over any action, claim or matter arising pursuant to, or in connection with these Terms.
- 17.2. **Where the Attest Service is provided by Attest Technologies, Inc (this will be flagged on your Order Form), the following provisions at this clause 17.2 will apply:** Contracting Entity. References to “Attest”, “we”, “us”, or “our” are references to Attest Technologies, Inc.
- 17.2.1. Governing Law. These terms are governed by the laws of New York (without regard to its conflicts of laws provisions).
- 17.2.2. Jurisdiction. Except if prohibited by applicable law, in relation to any legal action or proceedings to enforce these Terms or arising out of or in connection with these Terms, each party irrevocably submits to the exclusive jurisdiction of the courts of New York.