

## Terms & Conditions

Effective: October 20, 2015

We are sorry You have to go through this, but we do need the legal stuff too. Please read it carefully as it is a contract between You and SimplyBetter applicable when You use the Website and the App.

This document is also in agreement with our Privacy Policy. If You have questions about these terms and conditions, please email us at [support@simplybetter.io](mailto:support@simplybetter.io)

These Terms and Conditions ("Terms") are a contract between You and SimplyBetter and govern the use of and access to the service and website by You, subscribers, and end-users whether in connection to a paid subscription to the service or a free trial of the service.

By accepting these Terms, or by accessing and using the Service or Site, or authorizing a Subscriber or End-User to access or use the Service, You agree to these Terms.

### 1. DEFINITIONS

The following terms have the following meanings:

**Account:** means all SimplyBetter accounts or instances created by or on behalf of Subscriber within the Service.

**Confidential Information:** it refers to all information disclosed by You to SimplyBetter or by SimplyBetter to You which is in tangible form and may or may not be labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of these Terms, Your Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving party at the time of disclosure by the disclosing party; (b) was or is obtained by the receiving party by a third party not known by the receiving party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Terms; or (d) was or is independently developed by the receiving party without use of the disclosing party's Confidential Information.

**End-User:** means any person or entity other than Subscriber with whom Subscriber interact using the Service.

**Other Services:** means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, certain Other Services which may be integrated directly into Your SimplyBetter Service.

**Service:** means the on-demand SimplyBetter ideas and innovation management solution and tools provided by SimplyBetter, including the Service as a Software. Any new or modified features added to or augmenting the Service or updates or enhancements to the Service ("Updates") are also subject to these Terms and We reserve the right to deploy Updates at any time.

**Service Plan:** means the service plan and the functionality and services associated therewith (as detailed on the Site) for which You subscribe with respect to each Subscriber.

**Website:** means [www.simplybetter.io](http://www.simplybetter.io) and all other websites owned or operated by SimplyBetter or its subsidiaries.

**Software:** means software provided by SimplyBetter through the script implementation and internet that allows a Subscriber or End-User to use any functionality in connection with the Service.

**Subscriber:** means an individual authorized to use the Service through Your Account as a product owner, collaborator, and/or administrator as identified through an individual email address (e.g. [john.smith@Yourcompany.com](mailto:john.smith@Yourcompany.com) and not [productinnovator@Yourcompany.com](mailto:productinnovator@Yourcompany.com)).

**Subscription Term:** means the period during which You have agreed to subscribe to the Service with respect to any individual Subscriber.

**Your Data:** means all electronic data, text, messages or other materials submitted to the Service by You, Subscribers and End-Users in connection with Your use of the Service.

**SimplyBetter:** means Rubynor AS, a Norwegian Company or any of its successors or assignees. In these Terms, SimplyBetter may also be referred to through the use of "We" or "Our."

## 2. REGISTRATION

In order to use certain features of the Services, You may be required to register for a Services subscription. You warrant that any registration information (such as name, contact information, or other information) You submit to SimplyBetter is accurate, complete, and not misleading, and You agree to keep such information up to date. Failure to do so constitutes a breach of these Terms and may result in immediate termination of Your account. You shall be responsible for maintaining the confidentiality of Your password and other account information. Your login must only be used by one person; a single login shared by multiple people is not permitted. You are responsible for maintaining the security of Your SimplyBetter usernames and passwords. SimplyBetter is not liable for any loss or damage from Your failure to comply with this Section 2. We may use Your registration information and any technical information about Your use of the Services to tailor its presentations to You, facilitate Your movement through the Services, communicate separately with You or publish the fact that You are a user of our services.

### 3. YOUR CONTENT.

As between You and SimplyBetter, You retain ownership of the intellectual property rights of the content You submit to us or the Services ("Your Content"), except for the limited rights that enable us to perform the Services. In short, what's Yours is Yours, but we do need certain permissions from You so that our processing, maintenance, storage, technical reproduction, back-up, distribution, and related handling of Your Content does not infringe applicable copyright and other laws. Therefore, in order to perform the Services, You grant us a non-exclusive, worldwide, royalty-free, transferable, and irrevocable (for so long as Your Content is stored with us) license to use, reproduce, and display Your Content as reasonably necessary to provide You with the Services. You are responsible for maintaining, protecting, and making backups of Your Content. To the maximum extent permitted by applicable law, we will not be liable for the loss or corruption of Your Content.

### 4. OUR CONTENT.

Using the Services does not give You ownership of any intellectual property rights in the Services. You agree that all SimplyBetter content and materials delivered via the Services or otherwise made available by SimplyBetter (collectively, "Our Content") are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by SimplyBetter in writing, You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works of Our Content. Reproducing, copying, or distributing any of Our Content or SimplyBetter design elements for any other purpose is strictly prohibited without our express prior written permission. Use of Our Content for any purpose not expressly permitted in these Terms is prohibited. SimplyBetter reserves any rights not expressly granted in these Terms.

### 5. USE OF THE SERVICES.

You represent and warrant that (i) Your use of the Services will comply with all laws and regulations; (ii) Your Content will not infringe or violate any third-party intellectual property rights or any laws or regulations (including, without limitation, obscenity, defamation, and privacy laws); (iii) if You use the Services on behalf of any third party, You have all necessary authorizations; and (iv) Your use of the Services will not conflict with any obligations You have to any third party. We reserve the right, in our sole discretion, to remove, modify, prevent access to, or refuse to display Your Content that we believe violates these Terms, our policies, or the law.

### 6. PAYMENT, REFUNDS, UPGRADING and DOWNGRADING TERMS

6.1 If You initially sign up for a Mini, Standard or Plus account, and You don't cancel that account within 30 days, You will be billed monthly starting on the 30th day after Your account was initially created. If You cancel prior to the processing of Your first invoice on the 30th day, You will not be charged.

6.2 The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for

months unused with an open account. In order to treat everyone equally, no exceptions will be made.

6.3 All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties.

## 7. CANCELLATION AND TERMINATION

7.1 Either You or SimplyBetter may elect to terminate Your Account and subscription to the Service as of the end of Your then current Subscription Term by providing notice, in accordance with these Terms, on or prior to the date thirty (30) days preceding the end of such Subscription Term. Unless Your Account and subscription to the Service is so terminated, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Form, the Subscription Charges applicable to Your subscription to the Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences.

7.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Your Data in the normal course of operation. Your Data cannot be recovered once Your Account is cancelled.

7.3 If You terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term or We effect such termination or cancellation, in addition to other amounts You may owe SimplyBetter, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to the Service or cancel Your Account as a result of a material breach of these Terms by SimplyBetter, provided that You provide advance notice of such breach to SimplyBetter and afford SimplyBetter not less than thirty (30) days to reasonably cure such breach.

7.4 SimplyBetter reserves the right to modify, suspend or terminate the Service (or any part thereof), Your Account or Your and/or Subscribers' or End Users' rights to access and use the Service, and remove, disable and discard any of Your Data if We believe that You, Subscribers or End Users have violated these Terms. Unless legally prohibited from doing so, SimplyBetter will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. SimplyBetter shall not be liable to You, Subscribers, End Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You, Subscribers or End Users may be referred to law enforcement authorities at Our sole discretion.

## 8. CHANGES TO THE TERMS

We may amend these Terms from time to time by posting an amended version on our website. If You are a Free Account user, the amended version will become effective immediately as of the amended version's Notice Date. If You are a new or returning user who registers for services on

or after the Notice Date, the amended version will be effective immediately. f You are a current paying user of the Services, these Terms will continue under their original provisions for Your original subscriptions, and the amended version will become effective at the start of Your next SimplyBetter subscription period (including any new subscription or any automatically renewed subscription). Your use of the Services after an amended version becomes effective will confirm Your acceptance and consent of that amended version. It is Your responsibility to check the Services or our website (regularly, if a Free Account user, or prior to the start of Your next SimplyBetter subscription period, if any other user) for amended versions of these Terms and to review any changes. These Terms may not be amended in any other way except through a written agreement executed by both You and an authorized representative of SimplyBetter. Notwithstanding the foregoing, we may amend our Privacy Policy or all other auxiliary policies at any time by posting amended versions on our website; the amended versions will become effective immediately upon posting.

## 9. CHANGES TO SERVICES

SimplyBetter is constantly innovating and evolving the Services in order to provide the best possible experience for our users. You acknowledge and agree that the form and nature of the Services may change from time to time without notice. Changes to the form and nature of the Services may include, without limitation, the alteration or removal of a functionality or aspect of the Services. You agree that we shall not be liable to You or to any third party for any modification, suspension or discontinuance of any part of the Services. You also agree that we may create limits on certain features and services or restrict Your access to parts of the Services without notice or liability.

## 9. ANTI-SPAM AND E-MAIL POLICY.

SimplyBetter expressly forbids all SPAM (the term "SPAM" meaning the sending of unsolicited e-mail to parties unknown to the sender). If You are found to be using the Services for SPAM, Your account will be subject to immediate termination. The Services may only be used in connection with e-mail lists for which recipients have voluntarily registered. Using the Services to send e-mail to an address You obtain without the consent of the addressee is a violation these Terms. If we receive complaints about Your activities under this Section 9, Your account may be subject to immediate termination. You will not send e-mail under any company or organization name other than Your own company/organization, and You will not send e-mail with fraudulent or misleading header or source information. You are fully responsible for the contents of Your messages and the consequences of any such messages. We shall have no responsibility or liability for messages or other content that is created by You. You shall not send, post, distribute or disseminate any defamatory, obscene, or otherwise unlawful messages, material, or information, including another person's proprietary information (including trademarks, trade secrets, or copyrighted information) without express authorization from the rights holder. SimplyBetter will cooperate with legal authorities in releasing names and IP addresses of users who are involved in SPAM or illegal activities.

## 10. OTHER RESTRICTIONS

You shall not use any “deep-link,” “page-scrape,” “robot,” “spider,” or other automatic device, program, algorithm, or methodology, or any similar or equivalent manual process (i) to access, acquire, copy, or monitor any portion of the Services or Our Content; (ii) to reproduce in any way or circumvent the navigational structure or presentation of the Services or Our Content; or (iii) to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services. Additionally, You shall not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any transaction being conducted on the Services. We reserve the right to bar any such activity.

You shall not attempt to gain unauthorized access (i) to any portion or feature of the Services, (ii) to any systems or networks connected to the Services, (iii) to any SimplyBetter server, or (iv) to any of the services offered on or through the Services, by hacking, password “mining”, or any other illegitimate means.

You shall not probe, scan, or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to the Services. You shall not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services or any other customer of SimplyBetter, or exploit the Services or any service or information made available or offered by or through the Services.

You shall not use the Services to perform DDoS attacks, distribute computer viruses, or transmit any software or application that contains features harmful to any network. You shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or SimplyBetter’s systems or networks, or any systems or networks connected to the Services. In the event of such actions, we reserve the right to implement measures to ensure the quality and availability of the Services for all other SimplyBetter users.

You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to SimplyBetter or send while using the Services. You shall not, in connection with the Services, pretend (e.g. through impersonation) that You are any other individual or entity. You shall not remove any identifying language such as “Powered by SimplyBetter ” or other similar message from the Services.

You are prohibited from transmitting any sensitive personally identifiable information through the Services, which may include, but not be limited to, any information about You or another person that may relate to health or medical conditions, social security numbers or national identifiers, credit card, bank account or other financial information, information concerning trade union membership, sex life, criminal charges or convictions, religious beliefs, racial or ethnic origin, or other sensitive matters.

You shall not abuse or threaten to abuse (verbally, physically, or in writing) any SimplyBetter customer, employee, or agent. You are prohibited from posting submissions or using the

Services in such a way that damages the image or rights of SimplyBetter, other SimplyBetter users, or third parties.

## 11. THIRD PARTY SITES

The Services may allow You to link to other websites or resources on the Internet, and other websites or resources may contain links to the SimplyBetter website and our Services. These other websites are not under our control, and You acknowledge that SimplyBetter is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of these websites or resources. The inclusion of any such link does not imply endorsement by SimplyBetter. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such website or resource.

## 12. GENERAL CONDITIONS

12.1 Your use of the Service is at Your sole risk. The service is provided on an “as is” and “as available” basis.

12.2 Technical support is only provided to paying account holders and is only available via email.

12.3 You understand that SimplyBetter uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

12.4 The third party vendors and hosting partners engaged by SimplyBetter are responsible for maintaining industry standards (or higher) in support of SimplyBetter customers. SimplyBetter reserves the right to change vendor support at any time, maintaining industry standards (or higher).

12.5 You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, SimplyBetter, or any other SimplyBetter service.

12.6 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by SimplyBetter.

12.7 We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

12.8 Verbal, physical, written or other abuse (including threats of abuse or retribution) of any SimplyBetter customer, employee, member, or officer will result in immediate account termination.

12.9 You understand that the technical processing and transmission of the Service, including Your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

12.10 You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.

12.11 You must not transmit any worms or viruses or any code of a destructive nature.

12.12 SimplyBetter does not warrant that (i) the service will meet Your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet Your expectations, and (v) any errors in the Service will be corrected.

12.13 You expressly understand and agree that SimplyBetter shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if SimplyBetter has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of 12.14 Your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

12.15 The failure of SimplyBetter to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and SimplyBetter and govern Your use of the Service, superseding any prior agreements between you and SimplyBetter (including, but not limited to, any prior versions of the Terms of Service).

12.16 Questions about the Terms of Service should be sent to [support@simplybetter.io](mailto:support@simplybetter.io)