

# Terms of Service

Last updated March 24, 2022

THE FOLLOWING AGREEMENT (THIS “AGREEMENT”) GOVERNS YOUR USE OF SERVICES (THE “SERVICES”) PROVIDED BY BLEND FEEDBACK AND ITS AFFILIATES (“BLEND FEEDBACK”, “COMPANY”, “WE”, OR “US”) TO YOU (THE “CUSTOMER”). PLEASE NOTE THAT SOMETIMES ADDITIONAL TERMS OR REQUIREMENTS MAY APPLY WITH RESPECT TO A SPECIFIC SERVICE AND IN SUCH CASE ADDITIONAL TERMS WILL BE AVAILABLE WITH SUCH SERVICE, AND THOSE ADDITIONAL TERMS SHALL BECOME PART OF THIS AGREEMENT IF YOU USE THOSE SERVICES.

This Website (“Site” or “Website”) and the Services is offered and available to users who reside in the United States or any of its territories or possessions. By using this Website or Services you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website or Services.

## The services

WE MAY PROVIDE YOU ACCESS TO OUR SERVICES VIA THE WEBSITES (AS DETAILED BELOW) (THE “SITE(S)”), WHICH OFFER VARIOUS INDIVIDUAL SERVICES, TO BE USED TOGETHER OR SEPARATELY, THAT ENABLE YOU TO A UNIQUE, SMART WAY TO INTERACT WITH AND MANAGE YOUR CLIENTS OR USERS (“YOUR CLIENTS”) AND/OR BRAND AND MARKET YOUR BUSINESS. OUR SERVICES INCLUDE THE FOLLOWING:

“Blend Feedback Web-App” (<https://www.blendfeedback.com>) – a compact, quick-smart web app (“Blend Feedback Web App”) that provides you with visual feedback, whenever and wherever you are. With Blend Feedback Web App you can receive feedback from Your Clients or internal team, in addition to other services provided via such Service.

The Site provides you with access to the comprehensive information regarding, inter-alia, the Services, the product’s concept, news regarding Blend Feedback, job opportunities and so forth, including any other content related to the Services such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Sites, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Services and/or the Sites (collectively, the “Content”).

Our Services may include the sending of push-notifications, messages, emails and alerts via various means of communication. In addition, Our Services may include third party advertisements and/or commercial content.

Blend Feedback reserves the right to make changes, at any time, to the Services, the Sites and this Agreement. Your continued use of the Services and/or the Sites will constitute your acceptance of any new or amended terms and conditions.

We reserve the right to withdraw or amend this Website and/or our Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

## **Registration and user account**

You must register and create an account (“Account”) in order to use the Services. When you register and create an Account, we will ask you to provide us with certain contact and personal details. You are responsible for updating such information promptly following any change to it. It is a condition of your use of the Website and Services that all the information you provide on the Website or Services is correct, current, and complete. Our use of your personal data is subject to our Privacy Policy. In connection with the Blend Feedback Web-App, you may also be requested to register, if you are not already registered, with a third-party payment gateway through which you may collect your fees from Your Clients (the “Gateway”); it is clarified that we are not responsible for Your Clients, nor are we a party to the payment process between you and Your Clients. You will provide us with your email as well as the unique identification for your account at the Gateway.

Your Account is password protected. In order to protect the security of your personal information available on your Account, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You are solely and fully responsible for maintaining the confidentiality of the password and Account and for all activities that occur under your Account. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. If we in good faith believe you have created an Account impersonating another person, such Account may expose you to civil and/or criminal liability.

CANCELLING OR TERMINATING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

## **Your client’s fees**

Your Clients might be directed by the Blend Feedback Web-App to make the required payment to your account at the Gateway through one of the payment methods recognized by the Gateway (including but not limited to credit cards, debit cards and bank accounts). The

payments will be transferred by the Gateway to your account minus any fees payable to the Gateway in accordance with the Gateway's specific terms of service. You hereby grant us permission to utilize any applicable technological means in order to facilitate the above-mentioned connection between Your Clients, the Blend Feedback Web-App and the Gateway. You are fully responsible for the determination and collection of the fees from Your Clients as well as for any dispute, chargebacks and refunds required by Your Clients, the Gateway or other financial institution involved in the payment process and we will not have any control or responsibility with regards to any of the forging.

WE ARE NOT RESPONSIBLE FOR THE INFORMATION YOU PROVIDE IN YOUR INVOICES OR FOR ANY FAILURE BY YOUR CLIENTS TO MAKE DUE PAYMENTS OR FOR YOUR FAILURE TO COLLECT SUCH PAYMENTS.

### **Third party service**

Some of the Services are provided by our third party authorized service providers ("Third Party Service Operator(s)").

IMPORTANT: USING THIRD PARTY SERVICE OPERATORS' SERVICES MAY INCUR ADDITIONAL CHARGES NOT INCLUDED IN OUR SUBSCRIPTION FEES (FOR WHICH YOU WILL BE SOLELY RESPONSIBLE) AND SUCH PAYMENT FOR TRANSACTIONS YOU CONDUCT WITH THIRD PARTY SERVICE OPERATORS MAY BE PROCESSED BY US OR BY SUCH THIRD PARTY SERVICE OPERATOR DIRECTLY, AS APPLICABLE.

Please note that we may transfer certain personal information and non-personal information to Third Party Service Operators in order to provide you with such services and that Third Party Service Operators may independently collect personal information and non-personal information as a result of your use of their services. Your use of the Third Party Service Operators' services is subject to the applicable Third Party Service Operators' terms of use and privacy policies as may be in effect from time to time. If you do not agree to the practices described in such terms you should not use such Third Party Service Operators' services. However, in such a case you may find that you are not able to enjoy some of the features available by the Services.

Third Party Service Operators may also require that you grant them access to your social network accounts and/or to certain information and/or data included in your Account. For more information regarding the collection and use of information by Third Party Service Operators, please review Our Privacy Policy.

Note that use of Third Party Service Operators' tools and services is voluntary and you may decide not to use such services or tools and/or to opt-out of and/or not register with Third Party Service Operators. The Company may refuse service of Third-Party Payments to anyone, for any reason, at any time.

Additionally, note that any engagement you may have with Third Party Service Operators and/or use of Third Party Service Operators' tools and services offered via our Services is made at your own risk and responsibility and we shall bear no responsibility or liability for your use of such service.

As a security measure, the Company may impose limits relating to the valuation of any transaction or limits relating to the cumulative value of all transactions. The Company may also impose limits related to the number of transactions per day or other period of time. The Company will not be liable to you if (a) the Company does not proceed with a transaction that would exceed any limit established by the Company or (b) if the Company permits a user or third-party to withdraw or cancel a transaction.

## **Our fees**

All prices posted on this Website are subject to change at our sole discretion.

Certain of the Services may be offered free of charge. Other Services, or certain features therein, are provided in consideration of fees as further detailed in the applicable pricing page.

Please note that the subscriptions to the Services may operate with automatic renewal, on a recurring-fees basis, therefore we may attempt to automatically renew the applicable Service for a renewal period equal in time to the original subscription period for such Service, and automatically charge you the applicable fees using the payment method We have on file. All fees and other amounts paid under these terms are nonrefundable.

You agree that in the event Blend Feedback is unable to collect the fees owed to Blend Feedback for the Services through Your Account, Blend Feedback may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by Blend Feedback in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Blend Feedback may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time by written notice to the Company. If you cancel the Service, you will not be billed for any additional periods beyond the current one, and service will continue until the end of the current subscription term. If you cancel, you will not receive a refund for any service already paid for.

## **IP ownership**

The audio and visual information, documentation, data, software, products, services, material and related graphics available on the Sites and the Services ("Materials") are provided by Blend Feedback (including its affiliates). The Services and the Materials contained therein and on this site and the Sites are protected by copyright laws, international copyright treaties, and other intellectual property laws and treaties.

As between you and Blend Feedback, Blend Feedback alone owns all rights, title and interest evidenced by, embodied in, and/or attached/connected/related to the Services and the Materials. Blend Feedback's name, trademarks, service marks, logos and the product names associated with the services provided by Blend Feedback (including through its affiliates and under different names through which Blend Feedback does business, are trademarks and/or service marks and/or trade names owned by Blend Feedback or third parties that licensed their rights to Blend Feedback, and no right or license is granted hereunder to use them. You may not reproduce, edit, modify, display, distribute or make any other use of the Services or the Materials, in any form or by any means, without Blend Feedback's prior written consent. Blend Feedback grants you permission to integrate the Services on your website and use it solely for the performance of your services, provided that you do not modify the Services or any Materials and provided further that you retain all copyright and proprietary notices as they appear in the Services and Materials.

You expressly agree that our logos and other references to Blend Feedback such as "powered by Blend Feedback" might be displayed on the Blend Feedback Web-App's interface (or other Services, if applicable).

To the extent you provide any feedbacks, comments or suggestions to us ("Feedback"), We shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any of Our current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require us to comply with any additional obligations with respect to any of Our current or future products, technologies or services that incorporate any Feedback.

You may not use the Services, or any content contained in the Materials in any manner that may give a false or misleading impression or statement as to Blend Feedback or any third party referenced in the Services or the Materials. You agree to use this site, the Sites, the Services and the Materials accessible via the site only for lawful purposes.

We do not claim ownership over content, such as text and images that you seek feedback or share through the Services. However, when you do so, you represent and warrant to us that you are the rightful owner of all rights to that content or that you are licensed by the rightful owners to post and use such content on the Internet through the Services, in accordance with this Agreement. Without derogating from the foregoing, Blend Feedback does not endorse or assume any responsibility with respect to content posted by you through the Services and marked improperly.

This Agreement does not convey to you any ownership interest in or to the Sites and/or Services, but only a limited and revocable right of use in accordance with the terms of this Agreement. Nothing in this Agreement constitutes a waiver of Blend Feedback's intellectual

property rights which include, without limitation, unpatented inventions and ideas, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world and under any law, as well as any goodwill associated therewith. Use of the Services in violation of the limited license granted hereunder will result in the termination of this Agreement and may expose you to claims for damages. You agree to take all necessary steps to prevent any unauthorized disclosure or use of the Services, or any part thereof, by others.

## **Restrictions**

Except as expressly permitted in this Agreement, you may not: (i) commercially exploit the Services, other than as allowed hereunder, or reselling or distributing the Services (for the avoidance of doubt, other than to Your Clients as allowed hereunder); (ii) display publicly, decompile, disassemble, reduce to human readable form, execute publicly, adapt, process, compile, translate, lend, rent, reverse engineer or combine the Services with other software or services; (iii) interfere in any manner with the functionality of the Services or use them in any way that breaches any code of conduct, policy or other notice applicable to the Sites and/or Services; (iv) copy any ideas, features, functions or graphics of the Sites and/or the Services or any Materials; (v) use the Sites and/or Services for commercial purposes (other than for the performance of your services), including but not limited to, using the Blend Feedback Web-App's platform to send commercial email solicitation or advertisements or any unsolicited bulk e-mail or unsolicited commercial e-mail or any activities that violate anti-spamming laws and regulations; (vi) modify, alter or create derivative works of the Sites and/or Services, or any part thereof, either by yourself or by a third party on your behalf, in any way or by any means whether electronic, mechanical, optical or others, other than expressly permitted in this Agreement; (vii) remove or tamper with any trademark, logo, copyright or other intellectual property notice appearing on or contained within the Services, whether of Blend Feedback or any other third parties; or (viii) otherwise use the Sites and/or the Services not in compliance with the terms of this Agreement.

## **Responsibilities and acceptable use of the services**

You are solely responsible for the performance of your services to Your Clients, even if you use the Services in connection therewith, and the manner in which your services are performed to Your Clients, and we will not bear any liability in connection therewith nor will we be responsible for any claim arising out of, or resulting from, your services or their performance by you.

By using the Sites and/or the Services, you (the Customer) represent to us that: you are at least 18 years old; you are qualified to use the Services; and, if applicable, you will operate and conduct your business in accordance with any professional laws, rules and regulations which

apply to you or to the field of practice in which you operate, to the extent exist, and with any legal obligations imposed on you in connection therewith.

You are responsible for all of the acts or omissions associated with your access and use of the Sites and/or Services and the access and use of the Sites and/or Services by anyone on your behalf. You undertake to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Sites and/or Services, including those related to data privacy, international communications and the transmission of technical or personal data.

You undertake to comply with any instructions concerning access to and/or use of the Sites and/or Services that Blend Feedback may offer from time to time. You specifically agree not to, in any way: (i) access (or attempt to access) the Sites and/or Services by any unauthorized means; (ii) use of any automated system or software to extract data from the Sites and/or Services, for commercial or non-commercial purposes; (iii) breach this Agreement or any other applicable rules and instructions that we may convey with respect to the use of the Sites and/or Services; (iv) interfere with or disrupt the integrity or damage the performance of the Sites and/or Services or any other computer system or network or circumvent or manipulate the operation, or functionality of the Sites and/or Services, including any hosting services provided by third parties to facilitate the Sites and/or Services; (v) post false, inaccurate, or misleading content or content which is not compatible with the defined topics, or with the rules of behavior, in or using the Sites and/or Services; (vi) use robots, crawlers and similar applications to collect and compile content from the Sites and/or Services, for the purposes of competing with the Sites and/or Services, or in such ways that might impair or disrupt their functionality; (vii) impersonate any person or entity, or make any false statement pertaining to your identity, age, employment, agency or affiliation with any person or entity; (viii) collect or process personal information of third parties (including Your Clients) without their explicit consent; (ix) be involved in any illegal activities, including promoting, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography; (x) violate the security or integrity of any network, computer or communications system, software application, or network or computing device involved in the Sites and/or Services; (xi) interfere with the proper functioning of any system, including deliberate attempt to overload a system by mail bombing, or flooding techniques; (xii) send, store, provide or link through the Sites and/or Services to any content or material that contain or may reasonably be deemed as:

- Infringing or violating intellectual property rights of other parties, including patents, copyrights and trademarks;
- Software viruses, Trojan Horses, Worms, Vandals, Spyware and any other Malicious Applications or any other similar software or programs that may damage the operation of the Sites and/or the Services;

- Encouraging, supporting, assisting, providing instructions or advising in the committing of a criminal offense, under applicable laws;
- Constituting a violation of a person's right for privacy or right of publicity;
- Prohibited by any applicable law, including court restraining orders, to be posted, published, disseminated, or otherwise made available to the public;
- Threatening, abusive, harassing, defamatory, libelous, vulgar, obscene or racially, ethnically or otherwise objectionable;
- Unsolicited commercial communications ("spam"), chain letters, or pyramid schemes.

Should Blend Feedback become aware that you have violated this Section (or any part of it), Blend Feedback shall be entitled, at its own discretion, to remove the content in violation immediately, terminate your Account and notify the relevant authorities.

## **Your content**

Blend Feedback reserves the right to review any content posted using the Sites and/or Services and delete, remove, block access to it, or refuse to upload it through the use of the Sites and/or Services, for any reason that Blend Feedback may consider to be justified in our sole discretion, including: (i) preventing misuse of the Sites and/or Services; (ii) when we deem the content to be in breach of this Agreement, or an infringement of any applicable law; (iii) when your Account is canceled, either by yourself or by us; and (iv) when the owner of content that you have posted on the Internet wishes it to be removed, whether as result of a person's complaint, or of our own initiative.

We do not warrant or guarantee that any content that you wish to upload, store, provide, or link to through the Sites and/or Services, will be uploaded, stored, provided or linked to.

Any content you post to the Website or Services will be considered non-confidential and non-proprietary. By providing any content on the Website or Services, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You understand and acknowledge that you are responsible for any content you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. All content must comply with Terms of Service.

Nothing in the foregoing, however, shall impose on Blend Feedback any responsibility to check, review, screen or supervise any content posted on the Sites and/or Services, and nothing in the



foregoing shall derogate from or relieve you of any of your representations, warranties and undertakings in this Agreement.

We are not responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website.

You may remove your content from the Website at any time. However, you acknowledge that in case the content was public in nature the Company or Your Clients may retain such Content in their own accounts. Further you also acknowledge that the Company may retain archived copies of your content whether public or private.

### **Disclaimer of warranties**

Blend Feedback intends for the Materials contained on this site to be accurate and for the Sites and/or Services to be reliable. The Materials and the Sites and/or Services may, however, contain technical inaccuracies, typographical errors or other mistakes. Blend Feedback may make corrections or other changes to Sites and/or Services and the Materials at any time. Blend Feedback reserves the right to make corrections, modifications, enhancements, improvements and other changes to the Sites and/or Services and to its products, programs and services at any time, or to discontinue the Sites and/or Services or any other products, programs, or services without notice.

In addition, the performance of the Sites and/or Services is measured using specific computer and communication systems and components and reflects approximate performance of the tested products. Any difference in hardware or software may affect actual performance.

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITES, THE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL EXERCISE YOUR OWN INDEPENDENT ANALYSIS AND JUDGMENT IN YOUR USE THEREOF. BLEND FEEDBACK ASSUMES NO LIABILITY FOR YOUR USE OF THE SITES, SERVICES AND THE MATERIALS OR ANY APPLICATIONS OR ASSISTANCE PROVIDED BY BLEND FEEDBACK.

NOTHING IN THIS AGREEMENT CONSTITUTES ANY WARRANTY OR REPRESENTATION ABOUT THE SUITABILITY OF THE SITES, SERVICES AND/OR THE MATERIALS FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

OTHER THAN AS EXPRESSLY STATED HEREIN, WE ARE NOT A PARTY TO ANY TRANSACTION CONDUCTED WITH THIRD PARTY SERVICE OPERATORS VIA THE SERVICES, AND ARE NOT THE SELLER OR SUPPLIER OF ANY OF THE GOODS OR SERVICES THAT MAY BE AVAILABLE BY THIRD PARTY SERVICE OPERATOR. THUS WE DO NOT HAVE ANY OF THE LEGAL OBLIGATIONS THAT APPLY TO THE SELLERS OF THOSE GOODS OR SERVICES. IN ADDITION, ALL GOODS AND SERVICES OFFERED BY THIRD PARTY SERVICE OPERATORS VIA THE PLATFORM, INCLUDING, BUT

NOT LIMITED TO, DESCRIPTIONS, DEALS AND PRODUCE AND COMMODITIES OFFERED, IS SUPPLIED TO US BY THE RELEVANT THIRD PARTY SERVICE OPERATOR, IS NOT VERIFIED BY US AND DOES NOT BIND US IN ANY FORM. IN ANY CASE WHERE SUCH INFORMATION PROVIDED VIA THE SERVICES CONTRADICTS OR IS INCONSISTENT WITH INFORMATION PROVIDED TO YOU BY RELEVANT THIRD PARTY SERVICE OPERATOR DIRECTLY, ONLY INFORMATION SUPPLIED BY SUCH THIRD PARTY SERVICE OPERATOR DIRECTLY SHALL PREVAIL.

YOU AGREE THAT USE OF THE SITES, THE SERVICES AND/OR THE MATERIALS IS ENTIRELY AT YOUR OWN RISK.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

### **Limitation of liability**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL BLEND FEEDBACK BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION RESULTING FROM USE OF THIS SITE OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SITES, THE SERVICES OR THE MATERIALS, REGARDLESS OF WHETHER BLEND FEEDBACK OR AN AUTHORIZED BLEND FEEDBACK REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

### **Indemnification**

You agree to indemnify, defend and hold harmless Blend Feedback and its officers, managers, directors, shareholders, employees, sub-contractors, agents, licensors and anyone acting on their behalf, at your expense and immediately after receiving a written notice from us, from and against any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim or demand by any third party, including Your Clients, arising from or in connection with the use of the Sites and/or Services, any transaction between you and Your Clients, any of your actions or omissions with respect to the performance of this Agreement, any communications that you convey through the Sites and/or Services, or your breach of this Agreement (including, without limitation, any of your undertakings or representations thereunder) or any other terms, rules or regulations applicable to the Sites and/or Services or your violation or infringement of other persons rights.

## **Trademarks**

The trademarks, service marks and logos used and displayed on this site, the Sites and/or Services are registered and unregistered trademarks and service marks of Blend Feedback, its affiliates and others. All other registered and unregistered trademarks used on the Sites or the Services are the property of their respective owners. Except as provided herein, you are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any Blend Feedback trademark, service mark or logo used or displayed on the site or the Sites and/or Services without the prior express written permission of Blend Feedback. When used with Blend Feedback's permission, all trademarks must be identified as trademarks of Blend Feedback using the appropriate symbol (e.g., <sup>™</sup> or <sup>®</sup>) at the first occurrence in the text of any published printed or electronic communications.

## **Availability and internet delays**

The availability and functionality of this site, the Sites and/or Services depend on various factors and elements, including software, hardware and communication networks, which may be provided by third parties. These factors are not fault free. We do not warrant or guarantee that this site, the Sites and/or Services will operate without disruption, limitations, delays, errors or interruptions, or that it will be accessible, or available at all times, or immune from unauthorized access or error free.

## **Term and termination**

THIS AGREEMENT IS EFFECTIVE FROM THE MOMENT OF YOUR ACCEPTANCE, BY CLICKING ON THE "I AGREE" BUTTON (OR ANY SIMILAR BUTTON), BY VIEWING OUR WEBSITE OR BY OPENING AN ACCOUNT ON THE SERVICE, AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL TERMINATED IN ACCORDANCE WITH THE TERMS OF THIS SECTION. Blend Feedback has the right to terminate this Agreement immediately, upon written notice to you. You have the right to terminate this Agreement immediately, upon written notice to us, provided, however, that any Fees that have been received by us prior to such termination shall be non-refundable.

The expiry or termination of this Agreement for any reason shall not affect any rights, obligations or liabilities accrued before the date of termination or expiry, or any rights, obligations or liabilities specifically stated herein to continue in force after and despite expiry or termination.

Furthermore, you agree that all terminations shall be made at Blend Feedback's sole discretion and that Blend Feedback shall not be liable to you nor any third-party for any termination of your account or access to the Blend Feedback Service.

## **Notices**

Blend Feedback may give you notice (on behalf of Blend Feedback or other third parties, to the extent necessary) by means of a general notice on the Services or by electronic mail to your e-mail address on record in Blend Feedback's account information or by a notice via the Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after posting or 12 hours after sending by email. Blend Feedback can also delete or disable your account at will, with immediate effect, for example, if Blend Feedback believes that lack of such action could harm other users, members of the public, the Website, the Service, or the Company.

You may give notice to Blend Feedback at any time via a contact form on our website. We reserve the right to publish – including on our website – any communications with you, as long as your personal details shall not be revealed without your prior consent.

## **Modification to terms**

Blend Feedback reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Sites and/or Services. Changes will take effect 7 days after Blend Feedback has posted an initial notification unless such amendments are made in order to comply with legal requirements. In such cases the amendments will become effective immediately upon their initial posting, or as required.

You agree to be bound by any of the changes made in this Agreement, including changes to any and all documents, forms and policies incorporated thereto. Continued use of the Blend Feedback Web-App after any such changes shall constitute your consent to such changes. If you do not agree with any of the amended terms, you must cease any further use of the Sites and/or Services. The date at the end of this Agreement indicates the last date that this Agreement was updated.

We advise you to periodically read the terms of this Agreement, as they may change from time to time.

## **Changes in ownership**

We may transfer ownership rights and title in the Sites, Services and/or in Blend Feedback (whether by way of merger, sale of shares, sale of assets, license or otherwise), to a third party, provided that your rights remain in effect according to this Agreement. In that case, all of the details and information pertaining to you will be passed on to the third party receiving the rights therein and you hereby give your prior consent thereto.

## **Survival**

The provisions of the intellectual property, disclaimer of warranty, limitation of liability and indemnification sections, shall survive the termination or expiration of this Agreement for whatever reason.

## **Privacy policy**

Blend Feedback respects your privacy. Information obtained by Blend Feedback in respect of the use of the Sites and/or Services shall at all times be subject to Blend Feedback's Privacy Policy which constitutes an integral part of this Agreement. The Privacy Policy is available at [blendfeedback.com](http://blendfeedback.com) website (the "Privacy Policy"). Blend Feedback reserves the right to modify the Privacy Policy in its discretion from time to time. Therefore it is recommended that you read the Privacy Policy periodically. Continued use of the Sites and/or Services after any such changes shall constitute your consent to such changes.

THE SERVICES AND THE SITES ARE NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 16. IF YOU ARE NOT 16 YEARS OLD OR OLDER, THEN YOU CANNOT USE ANY OF THE SERVICES OR THE SITES AND MUST NOT PROVIDE ANY OF YOUR PERSONAL DETAILS. BLEND FEEDBACK DOES NOT KNOWINGLY COLLECT OR SOLICIT ANY INFORMATION FROM ANYONE UNDER THE AGE OF 16 ON THIS SERVICE AND ENCOURAGES PARENTS TO MONITOR THEIR CHILDREN'S USE OF THE WEB.

THIS PRIVACY POLICY AND TERMS OF SERVICE ONLY GOVERN BLEND FEEDBACK'S USE OF YOUR PERSONAL INFORMATION. THE USE OF YOUR CLIENT'S PERSONAL INFORMATION BY CUSTOMER (OR OTHER THIRD PARTIES) IS NOT CONTROLLED BY BLEND FEEDBACK, AND YOUR CLIENTS SHOULD REVIEW CUSTOMER'S PRIVACY POLICY INDEPENDENTLY. BLEND FEEDBACK IS NOT RESPONSIBLE AND WILL BEAR NO LIABILITY TO CUSTOMER'S PRIVACY POLICY OR TO CUSTOMER'S COMPLIANCE WITH IT.

## **No agency**

This Agreement and the use of the Sites and/or Services by you will not be construed as, and do not create, or imply a relationship of agency, joint venture, franchise or partnership between you and Blend Feedback, unless expressly stated herein. You may not make any representations, bind or hold yourself out as a representative of Blend Feedback.

## **Miscellaneous**

This Agreement shall be exclusively governed by the laws of the State of Delaware, without regard to the choice or conflicts of law provisions thereof, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Delaware. You agree to resolve any dispute or claim that you may have against us and to submit to personal jurisdiction in the exclusive jurisdiction of courts in Delaware. This Agreement comprises the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. If any provision of this Agreement is held by a court of competent

jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. The failure of Blend Feedback to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Blend Feedback in writing. The section headings in this Agreement are included for convenience only and shall take no part in the interpretation or construing of this Agreement. "Including", whether capitalized or not, means without limitation. This Agreement may not be assigned by you without the prior written approval of Blend Feedback and any assignment without such prior written consent shall be null and void. Blend Feedback may freely assign its rights and obligations in this Agreement, in part or in full.

## **Contact information**

All requests for further information or for permission to use the Sites and/or Services or reproduce any portions of the Materials in addition to the permission granted above should be submitted via a contact form on our website.

## **Your Comments and Concerns**

All other feedback, comments, requests for technical support and other communications relating to the Website should be sent via "Contact Us" form on our website.

You agree not to publish inaccurate or misleading statements or mischaracterizations about Blend Feedback or the Service.

When you visit the Website or send e-mails to the Company, you are communicating with us electronically. You hereby consent to receive communications from us electronically. We will communicate with you by e-mail, SMS messages or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.