



Sprockler Terms of Service

Important, read carefully: Your use of and access to the website and web applications of Sprockler is conditioned upon your compliance with and acceptance of these terms. Please review thoroughly before accepting.

By clicking/checking the "I agree" button/box, accessing the Sprockler website or web applications, you agree to be bound by these terms of service and the privacy policy. The Sprockler services are not available to persons who are not legally eligible to be bound by these terms of service.

- 1. System requirements.** Use of the web applications via the Sprockler website and its web applications requires one or more compatible devices, Internet access (fees may apply), and certain software such as a browser (fees may apply) and may require obtaining updates or upgrades from time to time. Because use of the web applications involves hardware, software, and Internet access, your ability to access and use the web applications may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.
- 2. Functionality.** Sprockler will provide the functionalities of the web applications as described on the website. Sprockler may, in its sole discretion, discontinue the web applications or modify the features of the web applications from time to time for necessary updates without prior notice.
- 3. Beta functionality.** Sprockler may, from time to time, offer access to functionality that will be classified as Beta functionality. Access to and use of Beta versions may be subject to additional agreements. Sprockler makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and your use of a Beta version is at your sole risk.
- 4. Use of web applications and your responsibilities.** You are solely responsible for your use and your participants' use of the web applications and shall abide by, and ensure compliance with, all Laws in connection with your and each Participant's use of the web applications, including but not limited to laws related to privacy (the GDPR) and intellectual property.
- 5. Registration Information.** You are required to provide information about yourself in order to register for an account to use the web applications. You agree that any such information shall be accurate. You will be asked to choose a password for which we ask you to use a strong, secure password, which you will change on a monthly basis. You are entirely responsible for maintaining the security of your password protected account and agree not to disclose such to any third party.
- 6. Your inquiry data.** You agree that you are solely responsible for the inquiry data (referred to as content) sent or transmitted by you or displayed or uploaded by you in using the web applications. Under no circumstances will Sprockler be liable in any way for any (a) content that is transmitted or viewed while using the web applications, (b) errors or

omissions in the content, or (c) any loss or damage of content of any kind. Although Sprockler is not responsible for any content, Sprockler may delete any content, at any time without notice to you, if Sprockler becomes aware that it violates any provision of this agreement, or any law.

7. **Recordings.** You are responsible for compliance with all recording laws in case you choose to record a Sprockler inquiry. By using the Collector services, you are giving Sprockler consent to store recordings for any or all inquiries, if these recordings are stored in our systems.
8. **Prohibited use.** You agree that you will not use, and will not permit any participant to use, the web applications to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the applications; (ii) knowingly or negligently use the web applications in a way that abuses, interferes with, or disrupts the hosting servers of Sprockler; (iii) engage in activity that is illegal, fraudulent, false, or misleading; (iv) transmit through the web applications any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions or graphics of the web applications; or (vi) use the web applications to communicate any message or material that is harassing, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation; (vii) upload or transmit any software or code that does or is intended to harm, disable, destroy or adversely affect performance of the web applications in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Sprockler or other users of the web applications; (viii) use the web applications in violation of the privacy policy of Sprockler or in a manner that violates applicable law, including but not limited to the GDPR and regulations/ laws requiring the consent of subjects of audio and video recordings, and you agree that you are solely responsible for compliance with all such laws and regulations.
9. **Limitations on use.** You may not reproduce, resell, or distribute the use of the web applications for any purpose outside your organization. You may not offer or enable any third parties to use the web applications purchased by you.
10. **Responsibility for participants.** You are responsible for the activities of all participants who access or use the web applications through your account, and you agree to ensure that any such participant will comply with the terms of this agreement and any Sprockler policies. Sprockler assumes no responsibility or liability for violations. If you become aware of any violation of this Agreement in connection with use of the web applications by any person, please contact Sprockler at info@sprockler.com. Under no circumstances will Sprockler be liable in any way for any data or other content viewed while using the web applications, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.
11. **Sprockler obligations for content.** Sprockler will maintain reasonable physical and technical safeguards to prevent unauthorised disclosure of or access to the content, in accordance with the industry standards ISO 27001 and 27002. Sprockler will notify you if it becomes aware of unauthorised access to content.



12. **Intended use.** The web applications are intended for business use. You may choose to use the web applications for other purposes, subject to the terms and limitations of this Agreement.
13. **Charges and cancellation.** You agree that Sprockler may charge to you (credit card or other payment mechanism) all amounts due for the use of the web applications, taxes, service fees, or any other fee associated with your account. Sprockler may change prices at any time, provided, however, that Sprockler will provide you with prior notice and an opportunity to terminate your account if Sprockler changes the price of its services.
14. **Termination.** Upon any termination of the use of your Sprockler account, you must cease any further use of the web applications, your account will become inaccessible while the data of your inquiries will be deleted. If at any time you are not happy with the web applications, your sole remedy is to cease using the web application and follow this termination process.
15. **Proprietary rights.** Sprockler retains ownership of all proprietary rights in all marks, logos, and domain names associated or displayed with the web applications. You may not frame or utilise any Sprockler logos or marks, or other proprietary information (including images, text, page layout, or form) of Sprockler without express written consent.
16. **Copyright.** You may not post, modify, distribute, or reproduce in any way copyrighted material, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights.
17. **No warranties.** You agree that the services are provided "as is" and Sprockler expressly disclaim all warranties of any kind. Sprockler will not give any warranty regarding the results that may be obtained from the use of the web applications, regarding the accuracy or reliability of any information obtained through the web applications. Use of the web applications is at your sole risk.
18. **Indemnification.** You agree to indemnify, defend and hold harmless Sprockler, its consultants, directors, employees and suppliers from all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of the web applications.
19. **Privacy and other policies.** Use of the web applications is also subject to Sprockler's [Privacy Statement](#), and the [Cookie Policy](#).

