

RapidSurvey – Terms of service



Terms of Service or General Terms and Conditions for RapidSurvey Services (“TOS”)

If a valid agreement exists between you (“Customer”) and Cimigo, LLC (Company providing RapidSurvey Service) to the subject matter hereof, those terms take precedence over these terms unless otherwise agreed by the Parties in relation to a specific Order Form.

These TOS may be updated from time to time as explained herein. Refer to these TOS regularly to ensure compliance. These TOS can be found rapidsurvey.cimigo.com.

Acceptance. Please read these TOS carefully before using rapidsurvey.cimigo.com (the “Website”) or the products or services offered by Cimigo on RapidSurvey (the “Services”). These TOS take effect when you click an “I Accept” button or checkbox presented with these TOS or when you use any of the Services or Website, whichever occurs first. If you are agreeing to these TOS on behalf of Customer, you represent to Cimigo that you have legal authority to bind Customer.

Modifications to this Agreement. Cimigo may modify these TOS at any time by posting a revised version on this website (rapidsurvey.cimigo.com) or otherwise providing notice to Customer. By continuing to use the Services after the effective date of any modifications to these TOS, Customer agrees to be bound by the modified terms. Some Services may be subject to additional terms specific to those Services as set forth in the Service-Specific Terms, which are incorporated herein to the extent applicable.

Revised April 20, 2022.



USAGE RIGHTS AND RESTRICTIONS

Grant of Rights. Cimigo grants to Customer a non-exclusive, non-transferable and world-wide right to use the RapidSurvey Service (including its implementation and configuration), Cloud Materials (as applicable) and Documentation solely for Customer’s internal business operations. Permitted uses and restrictions of the RapidSurvey Service also apply to Cloud Materials and Documentation.

Authorized Users. Customer may permit Authorized Users to use the RapidSurvey Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the RapidSurvey Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the RapidSurvey Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

Acceptable Use Policy.

With respect to the RapidSurvey Service, Customer will not:

Disassemble, decompile, reverse-engineer, copy, translate or make derivative works, Transmit any content or data that is unlawful or infringes any intellectual property rights, or Circumvent or endanger its operation or security.

Verification of Use. Customer will monitor its own use of the RapidSurvey Service and report any use in excess of the Usage Metrics and volume. Cimigo may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

Suspension of RapidSurvey Service. Cimigo may suspend or limit use of the RapidSurvey Service if continued use may result in material harm to the RapidSurvey Service or its users. Cimigo will promptly notify Customer of the suspension or limitation. Cimigo will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.



CIMIGO RESPONSIBILITIES

Provisioning. Cimigo provides access to the RapidSurvey Service as described in the Agreement.

Support. Cimigo provides support for the RapidSurvey Service as referenced in the Order Form.

Security. Cimigo will implement and maintain appropriate technical and organisational measures to protect the personal data processed by Cimigo as part of the Cloud.

Modifications. The RapidSurvey Service and Cimigo Policies may be modified by Cimigo. Cimigo will inform Customer of modifications by email, the support portal, release notes, Documentation or the RapidSurvey Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the RapidSurvey Service, which Customer may use subject to the then-current Supplement and Documentation.

Analyses. Cimigo may create analyses utilising, in part, Customer Data and information derived from Customer's use of the RapidSurvey Service and Consulting Services, as set forth below ("**Analyses**"). Analyses will anonymise and aggregate information and will be treated as Cloud Materials. Unless otherwise agreed, personal data contained in Customer Data is only used to provide the RapidSurvey Service and Consulting Services. Analyses may be used for the following purposes:

1. Product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new Cimigo products and services,
2. Improving resource allocation and support,
3. Internal demand planning,
4. Training and developing machine learning algorithms,
5. Improving product performance,
6. Verification of security and data integrity
7. Identification of industry trends and developments, creation of indices and anonymous benchmarking.



CUSTOMER AND PERSONAL DATA

Customer Data. Customer is responsible for the Customer Data and entering it into the RapidSurvey Service. Customer grants to Cimigo a nonexclusive right to process Customer Data solely to provide and support the RapidSurvey Service.

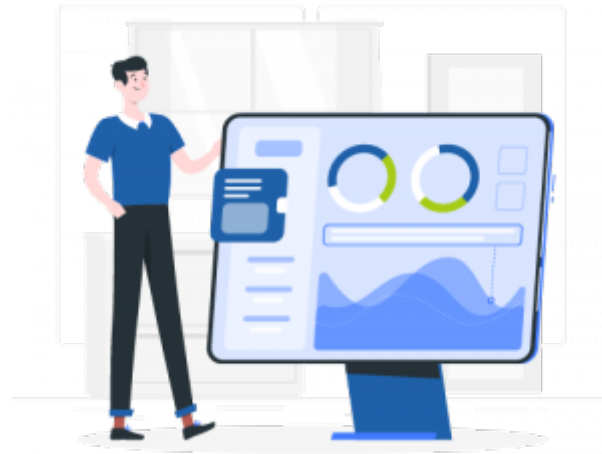
Personal Data. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

Security. Customer will maintain reasonable security standards for its Authorized Users' use of the RapidSurvey Service. Customer will not conduct or authorize penetration tests of the RapidSurvey Service without advance approval from Cimigo.

Access to Customer Data.

Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Cimigo and Customer will find a reasonable method to allow Customer access to Customer Data.

In the event of third-party legal proceedings relating to the Customer Data, Cimigo will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.



DELIVERABLES

When Customer book a project and pay all the fees and Cimigo confirms receiving the fees. Cimigo will conduct the survey including setting up questionnaire, interview respondents, processing collected data, dashboards. The final deliverable is the dashboard, not the raw data (data collected directly from respondents). The dashboard can be delivered by either an attachment file or under the dashboard platform: Google Data Studio platform.

After the project is completed, the deliverables will be available for at least 6 months. After 6 months, Cimigo has the authority to remove these deliverables from Cimigo's servers.



FEES AND TAXES

Fees and Payment

1. Customer will pay fees as stated in the Order Form when booking a project.
2. The Fee shall include all research charges.

Taxes. The fee as stated in the Order Form include value added tax (VAT) of 10%.



PAYMENT AND INVOICE

Payment schedule. Full payment needs to be paid and confirm by Cimigo before a project launch.

Payment method. Customer can pay for the projects using various payment method such as: bank transfer, online payment (Vietnam ATM card, credit/debit card).

Invoice. Cimigo shall render to the Customer an invoice for payment. For any additional services outside the Work, the Customer will be invoiced separately.

REFUND POLICY

If Customer cancels a project after it has been paid for and before fieldwork begins, the customer will be returned 60% of the payment. If field work has begun, the customer will not be able to request a refund.



CONDUCT OF THE WORK

Cimigo shall use reasonable skill and care in providing the Work. Cimigo agrees to use reasonable endeavors to comply with the ESOMAR Code of Practice.

In accordance with the ESOMAR Code of Practice, Cimigo is bound to protect the identity of respondents participating in the Work. Individual data associated with a specifically named respondent cannot be provided.

The Customer acknowledges that some of the information released by Cimigo is derived using sample and survey methods. Figures contained in the Deliverables will be estimates derived from sample surveys and are subject to the limits of statistical errors, rounding up/down, and constraints of methodological design. The response rates to surveys/questionnaires cannot always be predicted and are not guaranteed by Cimigo.

Cimigo will keep confidentiality of all information and materials provided to it by the Customer.



COPYRIGHT AND PROTECTION

This Agreement has been individually prepared in response to a brief from the Customer. Its contents are private and confidential. Neither the document as a whole nor any concepts or excerpts from it may be made available orally, in writing, or via electronic media, to any other tenderer, for this or any future projects.

In accordance with the ESOMAR Code of Practice, all information gathered as a result of the current Work is exclusive to the Customer subject to payment in full of any Fee to Cimigo in respect of the Deliverables under this Agreement.

Cimigo reserves the right to use demographic data from all surveys for the purposes of sampling frame maintenance and demographic profiling.

Cimigo shall retain the right to include any research results in Cimigo's internal databases to be used on a de-branded basis. Cimigo shall not disclose any result of such ordered by the Customer to any third party without the Customer's consent.

The Customer shall not disclose any Deliverable in any manner that exaggerates distorts or misrepresents or that is likely to harm Cimigo's reputation or business.

The parties shall be entitled to list the other as its service provider or Customer in internal marketing/promotional material or profile, except for this right the Customer shall have no right to use Cimigo's name, trade mark, Cimigo logo, or slogans without the prior written consent of Cimigo and specifically no data, research finding or other claim may be attributable to Cimigo and no use made of Cimigo's name, trade mark, Cimigo logo, or slogans in relation thereto without Cimigo's written consent.



LIMITATIONS AND EXCLUSION OF LIABILITY

Unless otherwise agreed in writing which is executed by both parties, Cimigo's liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission, and/or breach of the terms and conditions set out in this Agreement is strictly limited to the amount of any fees receivable by Cimigo in respect of the specific Deliverables which is the subject of the potential claim.

Neither party shall be liable for the other's loss of profits, loss of turnover, loss of data, loss of business opportunities, or consequential loss. Liability is not excluded for (a) fraudulent misrepresentations, or (b) death or personal injury caused by the negligence of either party. Cimigo shall not be liable for any loss howsoever arising from or in connection with the Customer's interpretation of the Deliverables.

INDEMNITY

Where the Work involves testing or using the Customer's products (including prototypes, uploaded materials) and/or third party products supplied by Customer, the Customer shall indemnify Cimigo from and against any losses, 3rd party claims, demands, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) which Cimigo may suffer or incur relating to testing or using such products.

GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law. This Agreement shall be interpreted, construed and governed by and in accordance with the laws of Vietnam.

Dispute Resolution. In the event that any dispute arises out of or in connection with this Agreement, the parties undertake to use all reasonable endeavours in good faith to resolve the dispute. If no resolution of the dispute could be reached within 30 (thirty) days from the date on which one party notifies in writing the other party of the dispute arisen, any party may take legal action before the competent Vietnamese court for settlement.



MISCELLANEOUS

Force Majeure

(a) “Event of Force Majeure” means an event beyond the control of a party, as a result of which the party is unable to perform its obligations under this Agreement. An Event of Force Majeure includes, but is not limited to: prohibition or acts by government or public agencies, riot, war, hostility, public disturbance, strikes, other labour disputes and work stoppages, failure or interruption of transportation or other utilities, epidemic, pandemic, fire, flood, earthquake, storm, tidal wave or other acts of nature. Prior knowledge of an existing epidemic or pandemic will still be considered as a new Force Majeure event.

(b) If either party is unable to perform in whole or in part any obligations under this Agreement by reason of an Event of Force Majeure, such failure shall not be treated as a breach of this Agreement provided that the conditions as set out in Section (c) are met and no liability shall arise from such non-performance provided that nothing herein will excuse or relieve any obligation to make all payments when due.

(c) At the time of the occurrence of the Event of Force Majeure, the hindered party immediately informed the other party, sending written information of such event within fourteen (14) days of its occurrence, including a statement of the reasons for the delay in performance in whole or in part of its obligations under this Agreement, and such hindered party has used its best endeavours to mitigate any losses from the occurrence of such Event of Force Majeure.

(d) In the event that either party avails itself to the protections of Section (b), the time periods set out in this Agreement shall be extended for the period of any delay due to the Event of Force Majeure taking into account the effect of the Event of Force Majeure on all matters considered relevant.

Waiver No waiver by any party of any provision of or right or remedy under this Agreement shall be effective unless it is in writing signed by such party and such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No failure or delay by any party to exercise any right or remedy under this Agreement shall constitute a waiver of such party's right to demand compliance with this Agreement.

Whole Agreement This Agreement constitutes the entire agreement between the parties and no warranties or representations or promises or undertakings have been given or made by either party to the other except those recorded in this Agreement. This Agreement supersedes any prior agreements or memorandum, whether oral or written, between the parties not contained herein.

Severability If at any time any one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under the Vietnamese Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Assignment No rights or obligations under this Agreement shall be assigned or otherwise transferred by any party hereto without the prior written consent of the other party.