

# Terms of Use

For terms applicable to services offered through our enterprise sales team, please see our Master Services Agreement [here](#).

Versions:

LAST UPDATED: APRIL 11TH, 2018

## Introduction

Thanks for using SurveyMonkey's products, services, websites, and apps which are branded as "SurveyMonkey" ("SurveyMonkey Services") or "Wufoo" ("Wufoo Services") (SurveyMonkey Services and Wufoo Services collectively "Services").

These Terms of Use ("TOU") contain the terms under which SurveyMonkey and its affiliates provide their Services to you and describe how the Services may be accessed and used. These TOU do not apply to SurveyMonkey Services which are available solely through our sales channel.

SurveyMonkey provides a variety of different services. Additional service-specific terms and policies (including rules and guidelines) apply to some Services ("Additional Terms"). Those Additional Terms become a part of your agreement with us if you use those Services. For example, if you use our survey services, the Survey Platform Terms of Service apply.

You can view a full list of Additional Terms in our Legal Center. We refer to the combination of these TOU and any applicable Additional Terms collectively as these "Terms."

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services.

If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.

Certain country-specific terms in Section 15.4 may apply to you if you are located outside the United States.

## 1. Fees and Payments

### 1.1. Fees for Services.

You agree to pay to SurveyMonkey any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the billing method you select through your account management page. If you have elected to pay the fees by credit card, you represent and warrant that the credit card information you provide is correct and you will promptly notify SurveyMonkey of any changes to such information. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

### 1.2. Subscriptions.

Some of our Services are billed on a subscription basis (we call these “Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by contacting our customer support team. While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of

that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

### 1.3. Taxes.

Unless otherwise stated, you are responsible for any taxes (other than SurveyMonkey's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "Taxes"). You will pay SurveyMonkey for the Services without any reduction for Taxes. If SurveyMonkey is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide SurveyMonkey with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. SurveyMonkey will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union, are purchasing the Services from SurveyMonkey Europe UC for business reasons, and are located in a different European Union member state from SurveyMonkey Europe UC. If you are required by law to withhold any Taxes from your payments to SurveyMonkey, you must provide SurveyMonkey with an official tax receipt or other appropriate documentation to support such payments.

### 1.4. Price Changes.

SurveyMonkey may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. SurveyMonkey will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

### 1.5. Overage Fees.

Unless otherwise stated, any overage fees incurred by you will be billed in arrears. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

## 2. Privacy

### 2.1. Privacy.

In the course of using the Services, you may submit content to SurveyMonkey (including your personal data and the personal data of others) or third parties may submit content to you through the Services (all of the above will be referred to as your "Content"). We know that by giving us your Content, you are trusting us to treat it appropriately. SurveyMonkey's Privacy Policy, together with any Service-specific privacy notices or statements (collectively, "SurveyMonkey privacy policies"), detail how we treat your Content (including your personal data) and we agree to adhere to those SurveyMonkey privacy policies. You in turn agree that SurveyMonkey may use and share your Content in accordance with the SurveyMonkey privacy policies and applicable data protection laws. If you are a customer who is operating as "data controller" as defined in the European General Data Protection Regulation 2016/679 ("GDPR") we have added some additional terms below in Section EU2 to address your obligations under this law. You also agree that you are responsible for notifying these third parties who submit content to you through our Services about the SurveyMonkey privacy policies.

### 2.2. Confidentiality.

SurveyMonkey will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including the SurveyMonkey privacy policies). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by SurveyMonkey); (b) was lawfully known to SurveyMonkey before receiving it from you; (c) is received by SurveyMonkey from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by SurveyMonkey without reference to your Content. SurveyMonkey may disclose your Content when required by law or legal process, but only after SurveyMonkey, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

### 2.3. Security.

SurveyMonkey will store and process your Content in a manner consistent with industry security standards. SurveyMonkey has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content.

## 3. Your Content

### 3.1. You Retain Ownership of Your Content.

You retain ownership of all of your intellectual property rights in your Content. SurveyMonkey does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

### 3.2. Limited License to Your Content.

You grant SurveyMonkey a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by the SurveyMonkey privacy policies. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of SurveyMonkey's business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide SurveyMonkey with feedback about the Services, we may use your feedback without any obligation to you.

### 3.3. Customer Lists.

SurveyMonkey may identify you (by name and logo) as a SurveyMonkey Services and/or Wufoo Services customer on SurveyMonkey and/or Wufoo's website

and on other promotional materials. Any goodwill arising from the use of your name and logo will inure to your benefit.

#### 3.4. Copyright Claims (DCMA Notices).

SurveyMonkey Inc. responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify SurveyMonkey's agent for claims of copyright infringement.

#### 3.5. Other IP Claims.

SurveyMonkey respects the intellectual property rights of others, and we expect our users to do the same. If you believe a SurveyMonkey user is infringing upon your intellectual property rights, you may report it through our online form. Claims of copyright infringement should follow the DMCA process outlined in these Terms, or any equivalent process available under local law.

## 4. SurveyMonkey IP

#### 4.1. SurveyMonkey IP.

Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). Except as permitted by SurveyMonkey's Brand and Trademark Use Policy, these Terms do not grant you any right to use SurveyMonkey's trademarks or other brand elements.

## 5. User Content

#### 5.1. User Content.

The Services display content provided by others that is not owned by SurveyMonkey. Such content is the sole responsibility of the entity that makes it available.

Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. SurveyMonkey is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

## 5.2. Content Review.

You acknowledge that, in order to ensure compliance with legal obligations, SurveyMonkey may be required to review certain content submitted to the Services 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 the law or these Terms. However, SurveyMonkey otherwise has no obligation to monitor or review any content submitted to the Services.

## 5.3. Third Party Resources.

SurveyMonkey may publish links in its Services to internet websites maintained by third parties. SurveyMonkey does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

# 6. Account Management

## 6.1. Keep Your Password Secure.

If you have been issued an account by SurveyMonkey in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not SurveyMonkey, are responsible for any activity occurring in your account (other than activity that SurveyMonkey is directly responsible for which is not performed in accordance with your instructions), whether or not you authorized that activity. If you become aware of any unauthorized

access to your account, you should notify SurveyMonkey immediately. Accounts may not be shared and may only be used by one individual per account.

#### 6.2. Keep Your Details Accurate.

SurveyMonkey occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

#### 6.3. Remember to Backup.

You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, SurveyMonkey will not be liable for any failure to store, or for loss or corruption of, your Content.

#### 6.4. Account Inactivity.

SurveyMonkey may 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 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

#### 6.5. Customer Success.

SurveyMonkey may assign you a customer success manager ("CSM"). The CSM may review your use of the Services and your Content to help you to more effectively use the Services, including by providing reporting and usage insight.

## 7. User Requirements

### 7.1. Legal Status.

If you are an individual, you may only use the Services if you have the power to form a contract with SurveyMonkey. If you do not have the power to form a contract, you may



not use the Services. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorized your agent to bind you to these Terms.

#### 7.2. Minors.

“Minors” are individuals under the age of 13 (or under a higher age if permitted by the laws of their residence). None of the Services are intended for use by Minors. If you are a Minor, you may not use the Services. By using the Services, you represent and warrant that you are not a Minor.

#### 7.3. Embargoes.

You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by United States or other applicable law from receiving the Services, or are on the U.S. Department of Commerce’s Denied Persons List or Entity List, or the U.S. Treasury Department’s list of Specially Designated Nationals, you are not permitted to purchase any paid Services from SurveyMonkey. You will ensure that: (a) your end users do not use the Services in violation of any export restriction or embargo by the United States; and (b) you do not provide access to the Services to persons or entities on any of the above lists.

## 8. Acceptable Uses

### 8.1. Legal Compliance.

You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

### 8.2. Your Responsibilities.

You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

(a) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.

(b) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.

(c) You may not circumvent or attempt to circumvent any limitations that SurveyMonkey imposes on your account (such as by opening up a new account to conduct a survey that we have closed for a Terms violation).

(d) Unless authorized by SurveyMonkey in writing, you may not probe, scan, or test the vulnerability of any SurveyMonkey system or network.

(e) Unless authorized by SurveyMonkey in writing, you may not use any manual or automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.

(f) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.

(g) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

(h) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. SurveyMonkey will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to SurveyMonkey.

(i) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.

(j) Unless authorized by SurveyMonkey in writing, you may not resell or lease the Services.

(k) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless

SurveyMonkey has agreed with you otherwise. You may not use the Services in a way that would subject SurveyMonkey to those industry-specific regulations without obtaining SurveyMonkey's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate business associate agreement with SurveyMonkey that permits you to do so.

(l) You may not register accounts by "bots" or other automated methods.

(m) Your Content and use of the Services may not violate our Content Policy.

## 9. PCI Compliance

### 9.1. PCI Standards.

If you use the Services to accept payment card transactions, you must comply with the Payment Card Industry Data Security Standards (PCI-DSS) to the extent they are applicable to your business (the "PCI Standards"). SurveyMonkey provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant and the specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Services.

### 9.2. Cardholder Data.

SurveyMonkey is responsible for the security of Cardholder Data that is collected, transmitted, stored, or processed by us on your behalf. "Cardholder Data" is defined as a cardholder's primary account number, and where a full unmasked card number is present, any of the cardholder name, expiration date, and/or service code.

SurveyMonkey has developed strict security features to protect Cardholder Data, and as such this data may only be used in anticipated ways and stored in appropriate places. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PROHIBITED FROM COLLECTING OR ENTERING CARDHOLDER DATA INTO ANY FORM OR DATA ENTRY FIELDS IN THE SERVICES, EXCEPT INTO THOSE FIELDS INTENDED SOLELY FOR THAT PURPOSE (i.e. where SurveyMonkey explicitly enables such data

to be entered into such fields). Appropriate fields are clearly marked with labels such as 'Card number' or by having a credit card icon precede them. Similarly, excluding payment forms, you must never collect or enter any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2) into any fields in the Services. You assume all responsibility for any Cardholder Data entered into the Services in violation of these terms.

## 10. Suspension and Termination of Services

### 10.1. By You.

You can terminate your Subscription at any time through your account management page. Such termination will result in the deactivation or disablement of your account and access to it, and the deletion of content you collected through use of the Services. Terminations are confirmed immediately and you will not be charged again for that Subscription unless you purchase a new one. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.

### 10.2. By SurveyMonkey.

SurveyMonkey may terminate your Subscription at the end of a billing cycle by providing at least 30 days' prior written notice to you. SurveyMonkey may terminate your Subscription for any reason by providing at least 90 days' written notice to you and will provide a pro rata refund for any period of time you did not use in that billing cycle. SurveyMonkey may suspend performance or terminate your Subscription for any of the following reasons: (a) you have materially breached these Terms and failed to cure that breach within 30 days after SurveyMonkey has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days

past the due date. Additionally, SurveyMonkey may limit, suspend, or terminate the Services to you: (i) if you fail to comply with these Terms, (ii) if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services; or (iii) if we are investigating suspected misconduct by you. Also, if we limit, suspend, or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where SurveyMonkey may decide that we need to take immediate action without notice. SurveyMonkey will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. SurveyMonkey has no obligation to retain your Content upon termination of the applicable Service.

### 10.3. Further Measures.

If SurveyMonkey stops providing the Services to you because you repeatedly or egregiously breach these Terms, SurveyMonkey may take measures to prevent the further use of the Services by you, including blocking your IP address.

## 11. Changes and Updates

### 11.1. Changes to Terms.

SurveyMonkey may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on the SurveyMonkey website. If an amendment is material, as determined in SurveyMonkey's sole discretion, SurveyMonkey will notify you by email. Notice of amendments may also be posted to SurveyMonkey's blog or upon your login to your account. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require SurveyMonkey to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

## 11.2. Changes to Services.

SurveyMonkey constantly changes and improves the Services. SurveyMonkey may add, alter, or remove functionality from a Service at any time without prior notice. SurveyMonkey may also limit, suspend, or discontinue a Service at its discretion. If SurveyMonkey discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. SurveyMonkey may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

## 11.3. Downgrades.

Downgrading your account plan may cause the loss of content, features, functionality, or capacity of your account.

# 12. Disclaimers and Limitations of Liability

## 12.1. Disclaimers.

While it is in SurveyMonkey's interest to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND SURVEYMONKEY DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

## 12.2. Exclusion of Certain Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SURVEYMONKEY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS

WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SURVEYMONKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### 12.3. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF SURVEYMONKEY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS PAID BY YOU TO SURVEYMONKEY FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US\$200.00.

#### 12.4. Consumers.

We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

#### 12.5. Businesses.

If you are a business, you will indemnify and hold harmless SurveyMonkey and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

## 13. Contracting Entity

### 13.1. Who you are contracting with.

Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, SurveyMonkey Inc.

### 13.2. SurveyMonkey Inc.

For any Service provided by SurveyMonkey Inc., the following provisions will apply to any terms governing that Service:

- Contracting Entity. References to "SurveyMonkey", "we", "us", and "our" are references to SurveyMonkey Inc., located at One Curiosity Way, San Mateo, CA 94403, USA.
- Governing Law. Those terms are governed by the laws of the State of California (without regard to its conflict of laws provisions).
- Jurisdiction. Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Santa Clara County, California, and the federal courts located in the Northern District of California with respect to the subject matter of those terms.

## 14. Other Terms

### 14.1. Assignment.

You may not assign these Terms without SurveyMonkey's prior written consent, which may be withheld in SurveyMonkey's sole discretion. SurveyMonkey may assign these Terms at any time without notice to you.



#### 14.2. Entire Agreement.

These Terms (including the Additional Terms) constitute the entire agreement between you and SurveyMonkey, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

#### 14.3. Independent Contractors.

The relationship between you and SurveyMonkey is that of independent contractors, and not legal partners, employees, or agents of each other.

#### 14.4. Interpretation.

The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

#### 14.5. No Waiver.

A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

#### 14.6. Precedence.

To the extent any conflict exists, the Additional Terms prevail over this TOU with respect to the Services to which the Additional Terms apply.

#### 14.7. Severability.

If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

#### 14.8. Third Party Beneficiaries.

There are no third party beneficiaries to these Terms.

#### 14.9. Survival.

The following sections will survive the termination of these Terms: 1, 2, 3.2, 10, 12, 13, 14, 15, 16, and 17.

## 15. Terms for Certain Customers and Countries

#### 15.1. Language.

These Terms are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

#### 15.2. Customer-Specific Terms.

The following amendments automatically apply to you upon acceptance of these Terms if you are one of the types of entities identified below:

- If you are a United States Federal Government Agency, this Amendment applies to you.
- If you are a different type of government entity in the United States, this Amendment A applies to you.

Amendment to SurveyMonkey Terms of Use Applicable to Other Government Entities in the U.S.

Versions:

LAST UPDATED: APRIL 6TH, 2014

This Amendment applies if you are a government, an agency or other unit of government located in the United States, or a federally recognized Indian tribe (a "Government Entity") and applies to any Governmental Entity users and accountholders who use or access the Services. This Amendment amends SurveyMonkey's general Terms of Use available at <https://www.surveymonkey.com/mp/legal/terms-of-use/> (the "TOU") as it pertains to the Government Entity's use of the Services. This Amendment does not apply to you if the "Amendment to SurveyMonkey Terms of Use Applicable to U.S. Government Users and Subscribers" at <https://www.surveymonkey.com/mp/legal/terms-of-use/> applies to you. Capitalized terms that are not expressly defined in this Amendment have the meanings given to them in the TOU.

The Terms (as defined in the TOU) are amended as follows:

1. Indemnities.

Any provision in the Terms under which the Government Entity indemnifies SurveyMonkey are waived. The liability of the Government Entity for any breach of the Terms or any claim arising from the Terms shall be determined under the relevant State Tort Claims Act, or other state governing authority. The liability of SurveyMonkey for any breach of the Terms, or any claim arising from the Terms, shall be determined by applicable state law.

## 2. Governing Law.

If the law establishing or otherwise governing the Government Entity expressly requires the Government Entity to enter into contracts under a particular law and/or prohibits any choice of law provision imposing any law other than the law under which the Government Entity is authorized to act, then all "Governing Law" and "Jurisdiction" clauses in the TOU, and all other provisions related to dispute resolution are deleted. In lieu thereof, the Terms shall be governed, interpreted and enforced in accordance with the applicable laws of the Government Entity's state and jurisdiction shall reside in the courts of such state. For the avoidance of doubt, in the absence of applicable law (and unless prohibited by law), the laws of the State of California will apply. The Government Entity and SurveyMonkey may, by mutual consent, elect to use alternative dispute resolution methods.

### Revisions:

April 6, 2014 updates to June 25, 2013 version:

- Added federally recognized Indian tribes to definition of Government Entity.

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the U.S.

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