



## User Terms for Potentialpark Survey

By taking part in our survey, you agree to these User Terms, which govern the conditions of your use of the survey.

The purpose of doing this survey is to enable aggregated analysis of aggregated and anonymous data. We do not and will not resell your data to any other parties.

In addition, our Privacy Policy (available as a separate document [here](#)) outlines how we use the data you provide us in a way that safely protects your data and respects your data privacy rights.

### 1. GENERAL

- a. Potentialpark Communications AB, reg.no 556681-9073, address Nygränd 10, 111 30 Stockholm, Sweden, info@potentialpark.com (“Potentialpark”, “We”, “Us” or “Our”) provides a web based survey service (the “Service”) to you (“You”, “User” or “the User”).
- b. These terms of use (“Terms”) govern Your access to the Service. For the avoidance of doubt, the Services are provided “as is” and “as available”, without express or implied warranty or conditions of any kind.
- c. By using the Service, and by clicking the “I agree” checkbox, You hereby agree to be bound by these Terms and our Privacy Policy. If You do not accept our terms and policies, You may not use the Service.

### 2. USAGE RIGHTS

- a. Potentialpark hereby grants to you a non-exclusive, non-assignable right to access and use the Services for an undetermined and unwarranted period of time, entirely at Potentialpark’s discretion.
- b. The Service is made and provided solely for the purpose of surveying Your opinion on your online browsing experiences and preferences, and forming an analysis from your input.

### 3. INTELLECTUAL PROPERTY RIGHTS

- a. The Service is protected by Intellectual Property Rights, such as, but not limited to, patent right, copyright, trademarks, design rights and sui generis database rights. Any and all Intellectual Property Rights attributable to the Service, (“Our Intellectual Property Rights”) are the sole and exclusive property of Potentialpark or its third-party licensors (including all derivatives or improvements thereof) in

the Service and any suggestions, enhancement requests, feedback, recommendations or other information provided by You relating to the Services.

- b. You understand and agree that Your rights or access to Potentialpark's Intellectual Property Rights are limited to those rights expressly granted in these Terms and do not include any other licenses or implied rights.

#### **4. USER'S UNDERTAKINGS**

- a. You must not store, nor integrate illegal, obscene, or otherwise objectionable material or information in the Service, or otherwise use the Service in violation of the purpose for which the Service is provided, or send, transmit or store in the Service viruses, Trojans or other harmful or malicious code, interfere with or disrupt the provision of the Service or the data therein, or try to access the Service or related systems in a way contrary to the User Terms or the Privacy Policy.
- b. The following is not permitted for any reason whatsoever:
  - i. copying, redistributing, reproducing any part of the Service, or otherwise making any use of the Service which is not expressly permitted under the Terms or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the Service or any part of it;
  - ii. reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the Service or any part thereof;
  - iii. circumventing any technology used by the Potentialpark, its licensors, or any third party to protect the Service;
  - iv. selling, renting, sublicensing or leasing of any part of the Service;
  - v. circumventing any territorial restrictions applied by Potentialpark or its licensors;
  - vi. removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the Service (including for the purpose of disguising or changing any indications of the ownership or source of any content);

#### **5. PRIZES AND GIVEAWAYS TERMS**

- a. By accepting these Terms and Privacy Policy, You also acknowledge any and all prizes and giveaways generally advertised and/or offered (henceforth referred to as "Prizes") in connection with participation in this survey are done so at the sole discretion of Potentialpark and any such decision is final, and will not be discussed or mediated in any way whatsoever. You also acknowledge and accept that Potentialpark offers no guarantee or warranty, implied or otherwise, and will not accept liability, damages, or any claims, of any nature, being made by You or any other party in connection with Prizes. Prizes cannot be exchanged, transferred, or deferred.

#### **6. CHANGES TO THE TERMS AND PRIVACY POLICY**

- a. By accepting these Terms and Privacy Policy, You also acknowledge that Potentialpark may change, modify, add or remove or otherwise update these terms at any time. If changes are made to these terms, it will be published [here](#). If the changes are material, we will provide You with additional, prominent notice as appropriate under the circumstances and, where required under applicable law, ask for Your consent.
- b. These Terms shall be governed by the substantive laws of Sweden, without reference to the choice of law and conflict of law provisions thereof.

## **7. CONTACT**

- a. If You have any questions about Potentialpark's Terms, please feel free to contact Potentialpark Communications AB at [info@potentialpark.com](mailto:info@potentialpark.com), Nygränd 10 111 30 Stockholm, Sweden, +46844682920