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If you do not agree to all of the terms and conditions, Quizworks is unwilling to grant you access to or use of the service. In such event, do not click the acceptance button or access or use the service.

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Subject to the provisions of these Terms and Conditions and Licensee’s payment of the Fees in accordance with Section 3, below, Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable right to remotely access and use the Service for business purposes only (“License”).

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Licensor may change, revise, modify, delete or discontinue (either permanently or temporarily) the functionality or scope of the Service at any time at its sole discretion (an “Update”). Following such Update, as applicable, (i) Licensee can elect to terminate this License in accordance with Section 15 or continue to access and use the Service in accordance with the provisions of these Terms and Conditions and (ii) the definition of the term “Service” shall be automatically amended without any further action on the part of any of the parties to include such Update.

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The fees for access and use of the Service under this License (“Fees”) are to be billed to your credit card (provided during the registration process) at the start of every month. Licensee is responsible for all sales, excise, VAT and all other taxes associated with Licensee’s use of the Service other than taxes on Licensor’s net income. Licensor may increase the Fees (and bill your credit card for such increased Fees) at any time and from time to time upon thirty (30) days prior notice to Licensee.

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The Service will be hosted on one or more servers either owned or licensed by Licensor and will be accessible by Licensee over the Internet. In order to access the Service, Licensee will be required to register with Licensor (an “Account”) and will be provided with a unique user name and password for each such Account (“Account Access Information”). Licensor has the right but not the obligation to monitor access to the Service and, without limiting any remedies that it may have



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5. **Certain Rights and Restrictions Regarding Use of the Service.**

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7. **Bandwidth Usage and Storage.** Licensor may, in its discretion, disable any Account or limit bandwidth usage should an Account's bandwidth consumption exceed average usage (as determined by Licensor) in any one month period. Licensor also may, in its discretion, disable any Account or limit storage capacity with respect to such Account should Licensee's storage exceed average usage (as determined by Licensor).

6. **Ownership of Service and Intellectual Property Rights.**

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Quizworks may also collect data concerning the user's use of Quizworks websites and services. If the user uses websites or Quizworks products or services, Quizworks may record certain information to enable, evaluate and monitor use of the website and the Quizworks products and services.

(2) Use of the user's personal data

Quizworks will treat the user's personal data in confidence and will only make it available insofar as this is permitted by data protection laws or if the user has consented to this.

The personal data collected by Quizworks will be used to operate and improve Quizworks's websites and services and to execute the agreements concluded with the user. Personal data will be recorded in connection with the user's activities to enable, support and analyze anonymously such activities for the purposes of improving the websites and services, as well as to prevent fraud and illegal use. The user's data may also be processed on servers located abroad.

(3) Transfer of the user's personal data

With the exception of the cases mentioned in this privacy statement, the user's personal data will not be passed on to third parties without the user's consent. Some of Quizworks's services may be offered in conjunction with another



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Quizworks may also transfer personal information, including the content of the user's messages, for the following purposes:

- a. To meet statutory requirements or in response to complaints or legal proceedings,
- b. to protect the rights or property of Quizworks and its customers, including the enforcement of agreements or guidelines on the use of the services,
- c. to act on the justified assumption that such action is necessary to protect Quizworks's employees, customers or the general public.

10. Security of the user's personal data

Quizworks employs various security technologies and methods to protect the user's personal data from unauthorized access, misuse or inadmissible disclosure. The user's personal data will be stored in computer systems which only a few selected people are authorized to access.

If the user protects his accounts and personal data with a password, it is his responsibility to keep the password secret. The user must not pass this information on to others. If the user uses a computer which is also used by other people, he should always log out before leaving a website or a service, to prevent subsequent users from accessing his data.

11. Relationship of Parties.

In performing any and/or all of our respective obligations under this License, Licensor and Licensee shall each operate as and have the status of being an independent contractor of the other party, and neither party shall act as or be an agent or employee of the other party.

12. Confidentiality.

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13. Representations

Licensee hereto represents and warrants to Licensor that: (i) it has the power and authority to enter into these Terms and Conditions. Further, Licensee agrees that Licensee possess the necessary skills and qualifications to competently use the Service in accordance with these Terms and Conditions.

14. Indemnification of Licensor.

Licensee will defend, indemnify and hold harmless Licensor and its subsidiaries, licensors and affiliates (and their respective officers, directors, employees and



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20. Miscellaneous

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3. Our tool supports modern versions of all browsers. Specifically Safari, Chrome, Firefox and Internet Explorer 9 and above.
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