

Terms of Service:

YouXTools Terms of Use This Terms of Use agreement sets forth terms, conditions, requirements, and clauses relating to the use of YouXTools. YouXTools includes this website, its associated mobile/desktop app, as well as its Service Platforms. YouXTools provides various research services youXreaction, youXjournal, youXemotions (“Service Platform” “Service Platforms”) that allows you (the “Client,” which includes Researchers, Respondents, and other users of this website and/or service) to conduct or participate in research, parts of the research process, or be used for other Study needs. YouXTools is a service provider to Clients. Clients use of YouXTools is governed by the separate Privacy Policy and this Terms of Use. Researchers organize and may ask YouXTools to find Respondents. Respondents may volunteer or get paid to participate in a Study, for example, i) by allowing their screen and any other audio to be recorded or ii) otherwise contributing in Studys.

Table of Contents

- Acceptance of the Terms of Use
- Proprietary Rights
- Copyright Dispute Policy
- Procedure for Reporting Copyright Infringements
- User Content
- Security
- Respondent’s Obligations
- Researcher’s Obligations
- Termination of Agreement
- Disclaimer of Warranties
- Registration
- Limitation of Liability
- External Content
- Jurisdiction
- Arbitration
- Entire Agreement
- Changes to the Terms

Acceptance of the Terms of Use

By visiting, viewing, accessing or otherwise using the YouXTools’ website or other Service Platforms, and the services or information created, collected, compiled or submitted to YouXTools, you agree to be bound by the following terms of use. If you do not want to be bound by these terms your only option, and our offer, is not to visit, view or otherwise use the services of YouXTools. You understand, agree and acknowledge that these Terms constitute a legally binding agreement between you and YouXTools and that your use of YouXTools’ website, its associated mobile/desktop app, as well as its Service Platforms shall indicate your conclusive acceptance of this agreement.

Proprietary Rights

You acknowledge and agree that YouXTools may contain proprietary information covered by trademarks, service marks, copyright, and patents. YouXTools's content and services are meant to be a service.

Researchers can make and store content for commercial use per the terms of a separate agreement.

In general, YouXTools' policy does not authorize you to view and make copies of the entire or portions of its content for non-commercial use. Yet, in jurisdictions where making a copy of portions of YouXTools' content for offline, personal, non-commercial use is mandatory, then such use is limited to a single copy.

YouXTools' content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Any further rights not specifically granted herein are reserved.

Copyright Dispute Policy

YouXTools has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (posted at <http://www.copyright.gov/legislation/dmca.pdf>). YouXTools's Policy: It is YouXTools' policy to:

- block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers; and
- remove and discontinue service to repeat offenders.

As a related issue, a Researcher when they create or submit content to this website grants YouXTools a royalty free, perpetual, worldwide license to use that submitted content. A Respondent who participates in a Study grants YouXTools a royalty free, perpetual, worldwide license to use that submitted content.

Procedure for Reporting Copyright Infringements

If you believe that material or content residing on or accessible through the website or the services infringes a copyright, please send a notice of copyright infringement containing the following information to privacy@youxtools.com. Please send a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; a physical or electronic signature of the alleged copyrighted material; and if available a copyright registration number associated with the copyrighted material. YouXTools will notify the poster of the copyrighted material and take actions as appropriate.

Content

As discussed, when you submit content to YouXTools, in order for someone to view that content, you simultaneously grant YouXTools an irrevocable, worldwide, royalty free license to publish, display, modify, distribute and syndicate your content on our YouXTools platform. You confirm and warrant that you have the required authority to grant the above license to YouXTools. Next, any opinions and other information expressed by users of this website are in no way endorsed or adopted by YouXTools. You will have the opportunity to submit feedback, participate in the other interactive and community features of the YouXTools' platform. It is important that you act responsibly when providing posted information. In providing feedback, please give clear, honest information about your experiences, but do not use inappropriate language, make gratuitous personal criticisms or comments, or provide information that others could use to determine your identity. YouXTools reserves the right to publish your posted information as part of the services of this website and to also remove your posted information for any reason. YouXTools is not, however, responsible for any failure or delay in removing posted information. Likewise, if you abuse this service by conducting unlawful activity, spamming, marketing products or services, and/or publishing obscene or offensive material, we have the right to terminate your account and seek the damages allowed by law. Soliciting, harassing, or recruiting research participants will not be tolerated and we have the right to remove the posted information, terminate your account, and seek the damages allowed by law.

Security

The security of your information is important to us and we take several steps to ensure that information is protected. User-created passwords are made by an individual when they first register for a YouXTools account. Do not share your username or password with other individuals. We are not responsible for others accessing your account if you have shared your username and/or password. It is your responsibility to keep your account username and password confidential.

When finished using a Service Platform, be sure to sign off of your account to further protect from unauthorized individuals gaining access to your account information. Your content will be stored on YouXTools platform. You can submit a request in writing to extend that standard storage time period established for your account. Also, a size storage limit on YouXTools' platform is also established for your account. You can increase storage size by submitting a request and paying an additional fee.

All database information is contained behind secure networks, stored on Amazon Web Services (AWS) and encrypted via Secure Socket Layer (SSL) technology.

Transactions are process through a gateway provider and are not stored or processed on our servers. Only the last four digits of your credit card number is revealed for review when confirming an order and/or subscription. The whole credit card number is transmitted to process the order.

Transmitting data via the Internet or even storing data cannot be 100% controllable and guaranteed. We cannot ensure the complete security of any information transmitted to YouXTools and its Service Platforms and transmitting information is done at the sender's risk.

YouXTools takes reasonable steps to ensure the security and encryption of your information. You agree that as long as we take these reasonable steps, YouXTools and its associated businesses are not liable for data loss including but not limited to information loss and/or unauthorized distribution of that information due to a hacker attack, malicious virus and spyware, or some software bug that deletes your information. If any of these occur, please contact YouXTools and we will take reasonable steps to remedy the information loss and/or unauthorized distribution of that information. The information we collect may need to be disclosed when necessary to: (1) comply with a court order or other legal process; (2) protect the rights, property or safety of YouXTools or other associated party; (3) enforce our Terms of Use; or (4) respond to claims that any posting or other content violates the rights of third parties.

Respondent's Obligations

A Respondent will get paid the agreed upon compensation when and if they have completed their entire study and we believe that they have completed the process completely and provided feedback that is deemed to be valuable. A Respondent is not an employee of YouXTools even though we will pay compensation to a Respondent to participate in a Study. A Respondent can only have one identity. If a Respondent is found to have multiple identities, then that will cause the forfeiture of all payments to the Respondent as the multiple attempts in participating in a Study by the same Respondent is deemed not to be valuable and undermines the integrity of that Study.

A Respondent will please give clear, honest information about your experiences, but will not:

- Use inappropriate language
- Use inappropriate gestures
- Act with inappropriate behavior
- Make gratuitous personal criticisms or comments
- Act in a detrimental way toward the Study

A Respondent should keep what they are being testing on or providing feedback on confidential and not share this information with anyone not associated with YouXTools or the Study. YouXTools reserves the right to forbid anyone's participation in a Study and not pay that person did not complete the Study as their participation is not useful. YouXTools reserves the right to ban you from using YouXTools and/or participating in a Study. **Researcher's Obligations** A Researcher will organize a Study and utilize YouXTools to find Respondents to participate in the Study as well as otherwise utilize YouXTools' website and Service Platforms.

Researcher's Obligations

A Researcher cannot create multiple accounts. A Researcher cannot reach out to Respondents provided by YouXTools or UEGroup outside of YouXTools or after a Study unless agreed to by YouXTools in writing.

Termination of Agreement

The Terms of this Agreement will continue to apply until the termination of YouXTools. Terms that are to continue in perpetuity shall be unaffected by the termination of this Agreement.

Disclaimer of Warranties

You understand and agree that your use of YouXTools is entirely at your own risk and that our services are provided "As Is" and "As Available" with all faults. YouXTools does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the YouXTools website, information, content, materials, or products. YouXTools expressly does not agree to any implied warranties or guaranteed levels of service. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected. YouXTools is not responsible for the accuracy, reliability, timeliness or completeness of information provided by users of the website or any other data or information provided or received through the website.

YouXTools makes no warranties about the information systems, software and functions made accessible through the website or any other security associated with the transmission of sensitive information. YouXTools does not warrant that the website or the services will operate error-free, that loss of data will not occur, or that the services, software or website are free of computer viruses, contaminants or other harmful items.

Once the Respondent agrees to have their screen recorded, we do not assume responsibility for any breaches of privacy or confidentiality that result when information is shown on their recorded screen.

Registration

As part of the registration process, you will be asked to provide first name, last name, industry, Company/University, company size, job title, e-mail address and create a password. E-mail address and password are your credentials for accessing the services that are only available to members of this website ("Credentials"). You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for notifying us if your password has been hacked or stolen. You may notify us by sending an email privacy@youxtools.com. YouXTools will use reasonable efforts to maintain the security of your Credentials. YouXTools will not be responsible if someone hacks or otherwise obtains your Credentials.

Limitation of Liability

You understand and agree that YouXTools and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. You also agree to hold harmless YouXTools, its affiliates and their officers, directors, employees and volunteers from all claims relating to this website and any website to which it is linked. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation

of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not YouXTools has been advised of or should have been aware of the possibility of such damages. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed the liability of YouXTools is limited to the greatest extent permitted by law. You agree that YouXTools as a provider of an interactive computer service shall not be treated as the publisher or speaker of any information provided by another information content provider as outlined in the Consumer Decency Act. In no event shall YouXTools's total cumulative liability to you for any and all claims relating to or arising out of your use of the services provided by the website, regardless of the form of action, exceed the greater of: (a) the total amount of fees, if any, that you paid to the website or (b) \$50.

External Content

YouXTools may include hyperlinks to third-party content, advertising or websites. You acknowledge and agree that YouXTools is not responsible for and does not endorse any advertising, products or resource available from such resources or websites.

Jurisdiction

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the state of California to resolve any legal matter arising from this agreement or related to your use of YouXTools. If the court of law having jurisdiction, rules that any provision of the agreement is invalid, then that provision will be removed from the Terms and the remaining Terms will continue to be valid.

Arbitration

Any controversy or dispute between You and YouXTools (the "parties") concerning this Agreement and/or all matters or issues collateral thereto shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute. Any claim shall be made by filing a demand for arbitration within four months following the occurrence first giving rise to the claim. The right and duty of the parties to resolve disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, and arbitration shall take place according to the Commercial Rules of the American Arbitration Association.

The arbitration will be held in California. Each of the parties shall bear all of its own costs of arbitration, except that the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement or to award punitive or exemplary damages, and the award may be enforced by judgment. Before, during, or after arbitration each party shall have the right, without awaiting the outcome of the arbitration, to seek interim injunctive relief from an appropriate court including but not limited to temporary restraining orders or preliminary injunctions. Seeking any such remedies shall not be deemed a waiver of either party's right to compel arbitration.

Entire Agreement

You understand and agree that the above Terms constitute the entire general agreement between you and YouXTools. You may be subject to additional Terms and conditions when you use, purchase or access other services, affiliate services or third-party content or material.

Changes to the Terms

YouXTools reserves the right to modify these Terms from time to time at our sole discretion and without any notice being sent to you directly. Changes to our Terms become effective on the date they are posted and your continued use of YouXTools after any changes to Terms will signify your agreement to be bound by them. Please stop by and regularly review these Terms of Use. YouXTools also reserves the right to change pricing and features offered at our sole discretion and without any notice being sent to you directly.