

Terms of Services

Welcome to Launch 360 (the “Site”). Your access to and use of the content, software, materials, and information, and the hosting, support, and other services, made available on or through the Site (collectively, the “Services”) are subject to these Terms of Service (“Terms of Service”) and all applicable laws. The Site is operated by Launch 360 LLC (“Launch 360”) from its offices within the United States. Launch 360 makes no representation that the Services made available on or accessed through the Site are appropriate or available for use in other locations, and access to them from territories where such access is illegal is prohibited. LAUNCH 360 may change or modify these Terms of Service, in whole or in part, at any time by updating this posting without prior notice or liability to users. By accessing and/or using the Services – whether you are a “Visitor” (which means that you simply browse the Site) or a “Registered User” (which means that you have registered with LAUNCH 360 through the Site) – you acknowledge that you have read, understood and agree to be bound by these Terms of Service and to comply with all applicable laws. The terms “you”, “your”, or “user”, as used in these Terms of Service, refer to a Visitor or a Registered User.

1. Your Account/Registration

Registration and/or sign up are required, among other things, to create an account and access certain portions of the Services, including the creation or publishing of your own surveys. By registering, you represent and warrant to LAUNCH 360 that: (a) you are 18 years of age or older and the age of majority in your state of residence as of the time you register as a Registered User; (b) all information provided by you to LAUNCH 360 during the registration process is truthful, accurate and complete; (c) you will comply with all terms and conditions of these Terms of Service; and (d) you will not use the Services or any content, materials or information obtained from the Site, for any purpose that is unlawful or prohibited by these Terms of Services.

As a Registered User, you agree to maintain and promptly update your registration data as necessary to keep it accurate, current, and complete. LAUNCH 360 may terminate your access to the Site (or portions thereof) if any of the information provided is found to be in violation of these Terms of Service and/or the law, without prior notice or liability.

As part of the registration process, you are assigned a password and have the ability to change/update this password at any time. As a Registered User, you acknowledge that you are solely responsible for all activities that occur under your password or account while using the Services. You agree to abide by all applicable laws in connection with your use of the Services, including those related to intellectual property rights, data privacy, international communications, and the transmission of technical or personal data.

You are responsible for maintaining the security and confidentiality of your password and monitoring and controlling access to your account. You agree to notify LAUNCH 360 immediately of any unauthorized use of any account or password, or any other known or suspected breach of security. LAUNCH 360 cannot and shall not be liable for any loss or damage in the event of unauthorized use by a third party of your account or password.

If you no longer wish to be a Registered User, you may deactivate your account at any time by visiting your profile section and clicking on Deactivate.

2. Content

You agree that LAUNCH 360 is not liable for any content that is provided by users. LAUNCH 360 does not represent or warrant the truthfulness, accuracy or reliability of any content transmitted, posted or uploaded through the Services by users or endorse any statements, representations or opinions expressed by users. Your reliance on content, statements, representations or opinions expressed by users shall be at your own risk.

LAUNCH 360 is not responsible for screening or monitoring Submissions made or other content transmitted, posted or uploaded through the Services by users. If notified by a user of any content transmitted, posted or uploaded through the Services allegedly in violation of these Terms of Service, LAUNCH 360 may investigate the allegation and determine in good faith and its sole discretion whether to remove such content or any portion thereof. LAUNCH 360 shall have no liability or responsibility to users for the performance or nonperformance of such activities.

LAUNCH 360 reserves the right not to post or to remove any content posted, uploaded or submitted through the Services for any reason, including, without limitation, any Submissions or other content that, in its sole discretion, it deems to be in violation of these Terms of Service.

LAUNCH 360 is not responsible for any remarks, including any critical or derogatory remarks, posted by users or any third parties.

3. Fees and Payment

You agree to provide LAUNCH 360 with complete and accurate billing and credit card information in connection with your paid subscription(s). If the information you have provided is false or fraudulent, LAUNCH 360 reserves the right to terminate your access to the Services in addition to any other legal remedies.

Payment for all paid subscriptions is handled for LAUNCH 360 by a third-party service provider – currently, Square – and your credit card statement may include their respective identifier. If you believe any fees or charges to your account are incorrect, you must contact us in writing within thirty (30) days of the date of the bill containing the amount in question to be eligible to receive an adjustment or credit.

4. Refunds

You may terminate your paid subscription within 30 days of purchase by requesting a refund via the online portal. Here is how refunds work:

12 Month Package: refundable within 30 days of purchase. No refund after 30 days.

24 Month Package: refundable within 30 days of purchase. No refund after 30 days.

Custom Package: refundable within 30 days of Purchase. No refund after 30 days.

Customized Question Add-in Package: Not Refundable

Additional Responder Add-in Package: Not Refundable

HR Consultant Review Add-in Package: Not Refundable

For Packages eligible for refund, the refund amount is calculated based on the per survey price (minus any coupon discounts) for unused surveys not assigned. Once a survey is assigned to a participant (whether published or unpublished, the survey is considered "Used" and cannot be refunded.)

All refunds will include a 10% refund fee.

Example Calculation

Customer Purchases a 12-month Package of 5 surveys for \$1350. They receive a 10% Discount (\$135) and have paid a total amount of \$1215.

The customer immediately assigns 2 surveys to a participant.

Within 30 days of purchase, the Customer requests a refund on this package. Customer is refunded 3 Surveys (the unused amount):

\$1215 divided by 5 surveys= \$243/survey

\$243 multiplied by 3 unused Surveys= \$729

\$729-\$72.90 (10% refund fee) = \$656.10 Refunded to Customer

5. Acceptable Use and Conduct/User Restrictions

As a condition of your access and use of the Site and the Services, you agree that you will use the Site and the Services in compliance with these Terms of Service and all applicable laws, including any laws regarding the transmission of technical data exported from your country of residence and all export controls and embargo restrictions under the laws of the United States.

You further agree that you shall not: (a) impersonate any individual or entity or misrepresent your affiliation with any other individual or entity; (b) use the Services in any manner with the intent to interrupt, damage, disable, overburden or impair the Services; (c) use the Services in violation of LAUNCH 360's or any third party's intellectual property or other proprietary or legal rights; (d) use the Services in violation of any applicable laws and/or to encourage illegal activities; (d) attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Services or make any unauthorized use thereof

Any commercial or promotional distribution, publishing, or exploitation of the Services is strictly prohibited unless you have received express prior written permission from authorized personnel of LAUNCH 360.

6. Changes to and Termination of the Services

We aim to continually improve the delivery and content of the Services and, as a result, LAUNCH 360 will make changes to the Services from time to time. New features may be added, but we also may modify or discontinue (temporarily or permanently) any element of the Services, in whole or in part. If the changes to the Services, in our sole discretion, are material, we will notify you via an email to the email associated with your account and allow ample time for download of any past materials.

There are some circumstances under which the Services may be terminated:

A. In the event that we cannot obtain commercially-practical rates or terms from a service provider or supplier, we may cease to offer the Services. In such case, we will provide thirty days' prior notice via email to the email associated with your account and provide full refund on any unused and unpublished surveys without any refund fee.

LAUNCH 360 reserves the right, at any time, to disable the Services temporarily for security or maintenance reasons.

7. Privacy

LAUNCH 360 takes privacy very seriously. In order for you to access certain portions of the Services, you may be asked to provide information that personally identifies you, such as your name and e-mail address ("Personal Information"). If you communicate with us by e-mail or otherwise complete online forms or the like, any information provided in such communication may be collected as Personal Information. LAUNCH 360 does not keep any credit card information and all payments are processed through Square who is responsible for data integrity and privacy within its system.

<https://squareup.com/us/en/security>

8. Intellectual Property

The Services we offer are protected by copyright, trademark and other US and foreign laws. These Terms of Service do not grant you any right, title or interest in the Services, the Software, LAUNCH 360's trademarks, logos or other brand features or intellectual property, or others' content in the Services. You agree not to change, translate or otherwise create derivative works of the Services.

LAUNCH 360 welcomes your feedback, ideas or suggestions ("Feedback"), but you agree that LAUNCH 360 may use your Feedback without any restriction or obligation to you, even after this Agreement is terminated.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LAUNCH 360 AND ITS SERVICE PROVIDERS, SUPPLIERS AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE OR THROUGH USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR SUBMISSIONS OR OTHER CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT LAUNCH 360 HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

10. Disclaimer of Warranties

YOUR ACCESS TO AND USE OF THE SITE AND THE SERVICES OR ANY CONTENT IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SITE AND THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, LAUNCH 360 AND ITS SERVICE PROVIDERS, SUPPLIERS AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS, HEREBY DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, OR FITNESS FOR PARTICULAR PURPOSE OR NEED.

11. Third Party Services and Links

The Services are integrated with various third-party services, applications and sites (collectively, “Third Party Services”). These Third-Party Services may have their own terms and policies, and your use of them will be governed by those terms and policies.

The Services may contain links to third-party websites or resources.

12. Local Laws and Export Control

LAUNCH 360 and its licensors make no representation that the Services are appropriate or available for use in other locations outside the United States. If you use the Services from outside the United States, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations and intellectual property laws of other countries. Any diversion of the Services and/or any content obtained from or through the Services contrary to United States laws is prohibited.

13. General

These Terms of Service and any action related thereto will be governed by the laws of Massachusetts without regard to or application of its conflict of law provisions or your state or country of residence. If any provision contained herein is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions set forth herein, which shall remain in full force and effect. No waiver of any term hereunder of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term. These Terms of Service constitute the entire agreement between you and LAUNCH 360 with respect to the use of the Site. Any changes to these Terms of Service must be made in writing, signed by an authorized representative of LAUNCH 360 to be binding on LAUNCH 360. Notwithstanding the foregoing, LAUNCH 360, at its sole discretion and without notice, may change, modify, add or remove any portion of these Terms of Service, in whole or in part, at any time. Changes in these Terms of Service will be effective when posted. If the changes, in our sole discretion, are material, we will notify you via an email to the email associated with your account. Your continued use of the Site and/or the Services made available on or accessed through the Site after any changes to these Terms of Service are posted will be considered acceptance of those changes.