

# General Terms and Conditions of Use for TheDecisionLabs

Last updated: 20 July 2020

These “General Terms and Conditions of Use” govern the use of the TheDecisionLabs products (hereafter under [A. General Terms and Conditions](#)) and the use of these services (hereafter under [B. Terms of Use](#)).

## Introduction

TheDecisionLabs products are the platforms used to engage customer experience. Companies (hereafter “Customers”) can use TheDecisionLabs to gather customer experience information of their patients (hereafter “Users”), while Users can access and use the services provided.

The offer to use TheDecisionLabs products and its ancillary services (hereafter “TDL products”) is aimed at Customers who agree to these terms. In the event that Users act on behalf of a legal person or conclude an agreement in the name of a company, the Company will be deemed a Customer as per the agreement. Users warrant that they are authorized to act in the name of the legal person or company and that they are authorized to conclude this agreement. Upon request, the User shall submit proof of the points set out in this section to TheDecisionLabs Bangalore India.

By using the TDL products platform, the Customer declares that it has read and accepts these GTC. The User agrees to use the TDL products services following conclusion of contract and to be bound by the platform’s Terms of Use.

The contract is concluded with TheDecisionLabs Consulting Pvt. Ltd. Kasturi Nagar, Bangalore, Karnataka, India. Additional contact information, commercial registry data, as well as the name of the authorized representative of TheDecisionLabs Bangalore India can be found under [“Team”](#) on <https://thedecisionlabs.com/>.

## **A. General Terms and Conditions**

### **1. Subject Matter**

**1.1** By providing TDL products, TheDecisionLabs Organization offers Customers the option to gather information and data from consumers (hereafter Users) in a structured way using surveys and polls, comments, feedback and suggestions for improvement , customer experience , chat with officers (hereafter **Customer Data**), and to analyze the data thus generated. The exact extent of use and any fees to be paid depend on the product description.

**1.2** By providing TDL products, TheDecisionLabs Organization merely offers Customers a platform and does not assume any responsibility for the Customer Data that Users provide. In particular, TheDecisionLabs Organization does not warrant or represent that Customer Data is true or accurate, or that it fulfills or serves any particular purpose.

**1.3** The Customer acknowledges and agrees that TheDecisionLabs Organization accepts no responsibility for the Customer Data provided, and that TheDecisionLabs Organization does not check or guarantee the accuracy or quality of Customer Data. The Customer is solely responsible for the accuracy and usefulness of Customer Data received as a result of using TDL products. The Customer is solely responsible for decisions taken on the basis of using the TDL products services, and therefore bears the resulting consequences. The Customer is prohibited from assigning anonymously created Customer Data to individual Users.

### **2. Authorization**

If a User agrees to these GTC in the name of a company, the User warrants and represents that it is authorized to agree to these GTC in the name of the company and that it is authorized to bind the company to these GTC.

### **3. Opening and management of corporate accounts by administrators**

**3.1** Registration with an e-mail address and password is required to be able to use TDL products and to create a corporate account. Corporate accounts on TDL products are created, edited and used by a so-called Administrator who must be authorized by the Customer. Customers can appoint one or more Administrators. The Customer has the right to revoke an Administrator's authorization, or to appoint another person as a replacement for the Administrator.

**3.2** The Administrator is obliged to keep its password secret. For security reasons and to prevent misuse, the Administrator is recommended to change its password at regular intervals. The Administrator is solely responsible for safeguarding and storing its account login details (username and password). Upon registration, the Administrator agrees that it is solely responsible for all activity conducted by way of the corporate account.

#### **4. Availability**

The Customer acknowledges and agrees that it is technically impossible to achieve 100% availability of TDL products. TheDecisionLabs Organization shall nonetheless endeavor to keep TDL products available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond TheDecisionLabs Organization's control (e.g. disruptions in public communication networks, power failures) may result in brief malfunctions of or temporary interruptions to TDL products. Any claims against TheDecisionLabs Organization arising from adverse effects and/or interruptions, irrespective of the legal basis, are excluded to the extent permissible by law.

#### **5. Functionality changes**

TheDecisionLabs Organization reserves the right to make changes to the services related to TDL products and its general design, or to offer alternative services, as long as this is not unreasonable for the Customer.

#### **6. Data protection**

**6.1** Within the scope of its responsibilities, the Customer is obliged to comply with currently applicable data protection laws.

**6.2** TheDecisionLabs Organization processes personal data in order to meet its contractual duties arising in connection with the contractual relationship pertaining to TDL products. TDL products is a TheDecisionLabs Organization service. Data is processed for the purpose of rendering the TDL products service and for TheDecisionLabs Organization's own purposes.

**6.3** Further details pertaining to personal data processing are provided in the [privacy policy](#) available at any time on the TDL products website.

## **7. Contractual term**

**7.1** This agreement is initially effective for the minimum period of use selected by the Customer. Thereafter, if it is not terminated by the deadline by the Customer or by TheDecisionLabs Organization, the agreement will be renewed for the selected period, up to 36 months at a time. Either party may terminate this agreement without stating a reason with a notice period of three (3) months from the end of the minimum period of use, or from the end of the length of a renewal period.

**7.2** In the event of termination of this agreement, the Customer will not be able to collect data about Users via TDL products, but there can be some lenience depending on the individual contractual terms in that case evaluation and analysis features will be limited, or deactivated in full.

## **8. Fees and billing**

**8.1** Unless the Customer and TheDecisionLabs Organization agree to alternative payment terms in writing, fees shall be based on the usage of the TDL products and the license terms selected by the Customer in Contract.

**8.2** Fees for the entire contractual term are immediately payable at the time the invoice is issued. Payment can be made with any of the various means of payment offered.

## **9. Indemnity**

**9.1** The Customer shall indemnify and exempt TheDecisionLabs Organization from all actions, including damage claims, asserted by third parties or state authorities against TheDecisionLabs Organization which are related to the Customer's infringement of rights, the Customer's violation of obligations imposed on the Customer by this agreement, or the Customer's violation of pertinent data protection regulations.

**9.2** Furthermore, the Customer assumes all reasonable costs (including legal-defense costs) that TheDecisionLabs Organization may incur in the event that a third party initiates or takes legal action (in or out of court) against TheDecisionLabs Organization as a result of the Customer's violation of rights, the Customer's violation of the obligations imposed by this agreement, or the Customer's violation of pertinent data protection regulations.

**9.3** All other rights, including damage claims by TheDecisionLabs Organization, are hereby unaffected.

**9.4** The aforementioned obligations of the Customer shall not apply to the extent the Customer is not responsible for the infringement.

## **10. Liability**

**10.1** In the event of intent or gross negligence, the parties shall be liable without limitation for all damages caused in connection with rendering the contractual services.

**10.2** In the event of ordinary negligence, the parties shall be liable without limitation for damages resulting from injury to life, limb or health.

**10.3** Furthermore, the parties shall only be liable if a basic/cardinal obligation under this agreement is breached. Cardinal contractual duties are an abstract description of those obligations whose fulfilment is indispensable for the proper implementation of an agreement and on whose fulfilment the contracting parties can usually rely. In such cases liability is limited to replacement of typical and foreseeable damages.

**10.4** If the parties' liability is excluded or limited due to the above provisions, this shall also apply to the parties' vicarious agents.

**10.5** Neither party is liable to the other party for non-compliance with contractual obligations if the non-compliance is due to circumstances beyond the party's control. This applies in particular to cases of force majeure.

## **11. Final provisions**

**11.1** TheDecisionLabs Organization is permitted to commission sub-contractors. In the event that sub-contractors are employed, TheDecisionLabs Organization remains responsible for fulfilling the obligations taken on by TheDecisionLabs Organization. TheDecisionLabs Organization is permitted to transfer rights and duties to third parties, in whole or in part.

**11.2** TheDecisionLabs Organization reserves the right to amend these GTC at any time, without giving reasons, unless an amendment is unreasonable to the Customer. TheDecisionLabs Organization shall give the Customer due notice of any amendments of these GTC. If the Customer does not object to the applicability of the revised GTC within six (6) weeks after receipt of said notice, the amended GTC shall be deemed to be

accepted by the Customer. TheDecisionLabs Organization shall inform the Customer of its right to object and of the relevance of the objection deadline in said notice.

**11.3** The exclusive place of jurisdiction and place of performance is Bangalore Karnataka , India.

**11.4** These GTC and the contractual relationship shall be governed by Indian law.

**11.5** If any of the provisions of this agreement are or become unenforceable, they shall not affect the validity of the remaining provisions.

## B. Terms of Use for the TDL products platform

These Terms of Use govern the use of the TDL products platform. Use of the TDL products platform is subject to acceptance of and declaration of compliance with these Terms of Use. In order to be able to use TDL products and its services, the User must be of full legal age and in a position to acknowledge and accept these Terms of Use.

### **1. Obligations of the User and provisions for using TDL products**

**1.1** User anonymity is an essential prerequisite for secure and productive use of the TDL products platform. For this reason, Users are prohibited from assigning anonymously created Customer Data to individual Users. The User is responsible for ensuring that the generated Customer Data does not break the law or breach these GTC, is not abusive, immoral or deemed as being unreasonable for publication on TDL products for other reasons. Users are also prohibited from providing or serving content which

- violates or could impair individual third-party rights, and/or
- is deemed as being insulting, defamatory or detrimental to business, and/or
- is deemed as being pornographic, violence-glorifying, abusive, immoral, racist and/or xenophobic, and/or
- breaks laws pertaining to the protection of minors.

**1.2** The User acknowledges that TDL products does not check and is not responsible for the provided content.

## **2. Other rights and obligations of the User**

**2.1** The User is obliged to keep access data confidential from unauthorized third parties. In particular, the User will store usernames and passwords in such a way that it is not possible for unauthorized third parties to gain access to them. The User is obliged to inform TheDecisionLabs Organization without delay should it become aware that a password is known to third parties.

**2.2** The User must inform TheDecisionLabs Organization without delay should there be any important changes in the status of the User which could be relevant to the contractual relationship.

## **3. Rights to content**

**3.1** The User warrants that it holds all of the requisite rights to the supplied Customer Data. By posting and publishing Customer Data, the User grants TheDecisionLabs Organization an unlimited, irrevocable and free of charge right to use, process, copy, disseminate, convey, export and display Customer Data, but only to the extent permitted by law, in particular

- to be able to provide the TDL products services,
- to be able to provide security, support and technical services,
- to use aggregated data for marketing and benchmarking purposes, or
- for other purposes for which the Customer has provided its explicit consent.