



Terms Of Use

Effective from 13th November 2025

Note: Prior to Using the Service, should you require a variation of these terms or help understanding them, then write to our team by emailing legal@smartsurvey.co.uk. By Using the Service, you agree to be bound by them and further agree that you had the opportunity to negotiate these Terms of Use fairly prior to Using the Service.

(1) Definitions

“Use” or **“Using”** means your use of this site in any form including but not limited to signing up/registering for any account with SmartSurvey, or by browsing the website www.smartsurvey.co.uk.

“Service”, **“Services”** or **“SERVICES”** means any service (or services) which SmartSurvey provides for You.

“Customer” or **“You”** means you as the individual Using the Service, or if using on behalf of an organisation then **“You”** shall be taken to mean that particular organisation.

“User” means the individual named on the SmartSurvey account as per the account’s registration, regardless of whether the Customer is an individual or an organisation.

“Your” means belonging to or associated with You.

“Terms” or **“Terms of Use”** means these terms of use.

“Fees for Services” means the fees which SmartSurvey charges you for your Use of the Service. This is either expressed by a quote rendered by SmartSurvey or by you signing up to a Paid Plan with SmartSurvey.

“Taxes” means any taxes which are due as a result of You Using the Service. Please note that SmartSurvey will charge You VAT (if applicable) at 20%, on any amount you pay for the Service, in accordance with the laws of England & Wales, including the Value Added Tax Act 1994 (as amended).

“SmartSurvey” or **“Us”** means SmartSurvey Ltd (Company number 04885155) which has its registered office address at Basepoint Business Centre Oakfield Close, Tewkesbury Business Park, Tewkesbury, Gloucestershire, GL20 8SD. SmartSurvey reserves the right to change its registered office address at any time providing it does not affect the Service.

“Subscription Period” means the period of subscription, beginning from the date You sign up to or switch plan to a Paid Plan and will continue until You cancel the renewal in accordance with the conditions laid out in clause 6.2 or 6.3 as applicable to Your payment method.

“Basic Plan” means a plan described in the SmartSurvey website (smartsurvey.co.uk/pricing) under the heading **“Basic”**, showing its features and price.

“AI-Powered Features” means AI features which help the user create their surveys - these are based on user interactions in app and do not process response data or use AI Credits.

“AI-Response Assistance Features” means features which support users in analysing their data and improving data quality. These are enabled by the user and process response data on behalf of the user and use AI Credits. _

“Paid Plan” means a plan which You pay for; this means all SmartSurvey plans except for a Basic Plan.

“Consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession.

“Intellectual Property Rights” means trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, inventions, know-how, trade secrets, and other intangible proprietary information, whether registered or unregistered, globally.

“Data Protection Laws” means all data protection legislation applicable to the processing of Your Personal Data, including the UK GDPR and all future applicable data protection legislation that will come into effect, when they come into effect.

“the UK GDPR” shall have the same meaning as that defined in section 3 of the Data Protection Act 2018.

“Personal Data” shall have the same meaning as that of the applicable Data Protection Laws.

“Data” shall mean all proprietary data provided by the Customer to SmartSurvey, to include Personal Data, as defined by applicable Data Protection Laws.

“Service IP Rights” means any and all source code, object code and software provided for in the Service by SmartSurvey.

“Confidential Information” means any data or information that belongs to SmartSurvey and is not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the User, whenever and however disclosed, including, but not limited to:

(i) any marketing strategies, plans, prototypes, development plans, test programmes, financial information, projections, operations, sales estimates, business plans, future business plans and performance results relating to the past, present or future business activities;

(ii) plans for products or services, customer list and supplier lists;

(iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(iv) any concepts, reports, data (unless that data belongs to the User), know-how, works-in-progress, designs, development tools, specifications, computer software, mobile technology software, source code, object code, flow charts, databases, inventions, information and trade secrets;

(v) any document or communication which is orally said to be **“confidential information”** or bears a designation of the word/words **“Confidential”**, **“Proprietary”** or a similar designation which can reasonably be interpreted to communicate commercially sensitive information;

(vi) any information generated by SmartSurvey that contains, reflects, or is derived from any of the above-mentioned sub clauses under the definition of **“Confidential Information”** ((i) – (v)).

(vii) any other information that should reasonably be recognised as confidential information by a reasonably prudent person.

“Gross Negligence” means failure to use even slight care or conduct that is so careless as to show complete disregard for the rights of others.

“EU Standard Contractual Clauses” means the agreements which can be found [here](#).

“Standard Contractual Clauses UK Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, which can be found [here](#).

“Group Company” means:

(i) in relation to a corporate entity, any entity that is: a subsidiary of that entity; a parent company of that entity; or a subsidiary of any parent company of that entity;

(ii) in relation to a government organisation, any other entity or body that: is under the direct or indirect control of the same governmental authority or public sector body as that organisation; is funded, wholly or substantially, by the same governmental authority; or operates as part of the same department, agency, or equivalent organisational structure;

(iii) in relation to a non-profit organisation or charity (“Charity”), any other organisation or entity that: is under the same control as that Charity; is wholly or substantially funded by the same person, organisation, or group of organisations; is part of the same Charity group or network; or operates under the same governance or management structure as that Charity.

“subsidiary” and “parent company” shall have the meanings given to them in section 1159 of the Companies Act 2006.

“Student Plan” means a plan described in the SmartSurvey website (<https://www.smartsurvey.co.uk/survey-software/student-plan>), showing its features and price.

“AI Credits” means the virtual units that represent Your entitlement to use AI-Response Assistance Features within the Service. Each AI-powered action or feature consumes a certain number of AI Credits, as determined by SmartSurvey and indicated in the Service. AI Credits may be included as part of a subscription plan (“Plan Credits”) or purchased separately for additional usage. .

(2) Acceptance of terms

2.1 The Services that SmartSurvey may provide to you are subject to the following Terms of Use. Your Use of the Service constitutes acceptance of these Terms of Use.

2.2 If You as an individual are under the age of 13 or are otherwise considered a “minor” in your place of residence or home country, you are not permitted to use the Service.

2.3 You warrant and represent that if You are Using the Service, that you have the power to enter into a legally binding agreement with us and are not prohibited from doing so in the country you are Using the Service from.

(3) Changes & Updates to Terms of Use

SmartSurvey reserves the right to at its sole discretion update or change these Terms of Use at any time by giving you a notice by email. SmartSurvey may change or update for a variety of reasons, for example, to comply with legal changes, improve the Service, make changes to the Services or due to legal/compliance considerations and mitigating our risk.

(4) Fees

4.1 You will pay the Fees for Services of a Paid Plan that you sign up to in accordance to the prices advertised on our pricing page (smartsurvey.co.uk/pricing), unless you are renewing Your Paid Plan, then you will pay the greater of: (i) Fees for Service that you originally entered into; or, (ii) the new pricing advertised on our pricing page (smartsurvey.co.uk/pricing). If you sign up to a Full Access Plan with SmartSurvey then the Fees for Services will be agreed between SmartSurvey and you separately for each Subscription Period.

4.2 SmartSurvey reserves the right to change the Fees for Services at any time by any amount, however, such changes will not affect the Fees for Services in a Subscription Period for which you have already entered and paid for. If SmartSurvey does alter the Fees for Services, they will not affect You unless the Fees for Services of Your new Subscription Period increases and You enter a new Subscription Period.

4.3 If applicable, the Fees for Services are subject to VAT which is charged at the prevailing rate.

4.4 If and with our agreement, you pay by another other method that is not stipulated under 4.1 (for example by raising a purchase order or as part of your procurement process require an invoice prior to payment), You agree that all payments made to SmartSurvey must be completed in advance of the Service being provided to you, unless you are a Basic Plan holder.

4.5 If You are currently subscribed to a plan that has been discontinued by SmartSurvey, or otherwise is no longer offered by SmartSurvey, and clause 6.2 is applicable to You, the pricing for the remainder of Your Subscription Period, to include any renewal of Your existing Subscription Plan, will be based on the then current prices listed on the SmartSurvey webpage (smartsurvey.co.uk/pricing) that corresponds to Your original Subscription Plan. Additionally, should You choose to terminate Your account plan or modify Your account plan, Your existing plan will be deactivated and You may then only sign up to a SmartSurvey plan at the then prevailing current prices.

4.6 SmartSurvey reserves the right to charge you any fees, costs or expenses it incurs if You use more than the following agreed credits and this leads to costs which are incurred by SmartSurvey:

- SMS credits – details of these limits will be agreed with you in advance.
- API requests – details of these limits can be found on the webpage: docs.smartsurvey.io/docs/rate-limiting
- Emails – details of these limits can be found on the webpage: smartsurvey.co.uk/company/anti-spam-policy

- Responses – details of these limits can be found in your account
- Users

4.7 The following applies to AI Credits and usage:

4.7.1 AI Credits are consumed when using specific AI Response Assistance Features within the Service. The number of AI Credits consumed may vary as it is dependent on the SmartSurvey features being utilized. The AI Credits consumed per feature is determined by SmartSurvey and such consumption rates may be revised at its sole discretion.

4.7.2 The Paid Plan you have subscribed to may include a set allocation of AI Credits ("Plan Credits"), which are refreshed at renewal of your Subscription Period, providing the Paid Plan being renewed includes Plan Credits at the time of renewal. Unused Plan Credits do not roll over past the Subscription Period.

4.7.3 You may purchase additional AI Credits separately, which do not expire. If Plan Credits are available to your account, they will be consumed first before any purchased additional AI Credits. If no Plan Credits remain, additionally purchased AI Credits will be used.

4.7.4 If Your account is terminated (for any reason whatsoever) or it is not renewed past the Subscription Period, any unused AI Credits (whether they are Plan Credits or purchased additional AI Credits) are non-refundable. SmartSurvey reserves the right to modify AI Credit allocations and pricing at any time, with reasonable notice to You.

(5) Taxes

You are liable for paying all Taxes arising out of your purchase or Use of the Service.

SmartSurvey will charge You VAT (if applicable) at the prevailing rate, on any amount you pay for the Service.

(6) Billing

6.1 Depending on how You pay for the Fees for Services for the particular plan You hold, either clauses 6.2 or 6.3 will apply. Clause 6.2 will apply to Your account if You pay the Fees for Services for that account using the SmartSurvey website (and by extension its third-party payment processor), by card. Clause 6.3 will apply to Your account if You pay for the Fees for Services by raising a purchase order and/or paying an invoice directly without using the SmartSurvey website.

6.2 This clause shall govern (to the exclusion of 6.3) if You pay the Fees for Services using the SmartSurvey website (and by extension its third-party payment processor).

If You are subscribing for a Paid Plan, then You must pay during the signing up to, or during the switching of, Your account. If You select a free trial of any Paid Plan, this will automatically expire after 14 days and your plan will switch to a Basic Plan, in which case no payment will be due.

The Subscription Period will be on a recurring basis until cancelled by You. If You are on a monthly Subscription Period, You may cancel or downgrade Your subscription for that account using Your account settings but must do so at least 1 day before the Subscription Period expires. If You are on an annual Subscription Period, then You can cancel or downgrade Your Paid Plan using your account settings, at least 31 days before the end of the Subscription

Period. If You cancel or downgrade Your Paid Plan, the changes will take effect immediately after the end of Your Subscription Period. You may upgrade Your Paid Plan or Basic Plan at any time using Your account settings, the changes will take effect immediately and the Fees will be pro-rated for the current Subscription Period, upon renewal You will be charged the Fees for Service applicable to Your upgraded Paid Plan.

6.3 This clause shall govern (to the exclusion of 6.2) if You pay for the Fees for Services by raising a purchase order and/or paying an invoice directly without using the SmartSurvey website.

If You are subscribing for a Paid Plan, then You must pay prior to the Service being provided to You. Your Subscription Period will be annual and automatically renew after the end of each annual Subscription Period. You may cancel the renewal of Your Subscription Period using Your account settings, by raising a support ticket informing SmartSurvey of Your cancellation or by emailing renewals@smartsurvey.co.uk informing SmartSurvey of Your cancellation, at least 31 days before the end of the Subscription Period.

Remittance of payment is due 30 days from the date of invoice that SmartSurvey sends You.

(7) How To Cancel Your Subscription

To cancel Your subscription please login to Your account and click 'Cancel Subscription' then follow the instructions presented, this will stop any further charges.

(8) Basic Plan Users – Information

If You have a Basic Plan, SmartSurvey may delete your Basic Plan at any time by giving You a one-week notice.

SmartSurvey is under no obligation to store or continue to store any information or data You have stored on Your account or any survey results You have obtained. The same applies to You if You previously had a Paid Plan which was subsequently switched to a Basic Plan as a result of You not renewing Your Billing Period.

(9) Effects of downgrading

If Your account plan is switched from a Paid Plan to a Basic Plan you may lose data, content, features or capacity. SmartSurvey is not responsible for any data loss, content loss, feature loss or any other loss whatsoever as a result of a switch to a Basic Plan.

Note that a Paid Plan may be switched to a Basic Plan by You not paying the Fees for Services.

(10) Decline to Providing Services

SmartSurvey reserves the right to decline or rescind any order You have made for Services. Non-acceptance of orders may result from SmartSurvey's inability to obtain authorisation for your payment, the identification of a pricing or product description error, or your failure to comply with the Terms of Use.

(11) Refunds and Cancellation

11.1 If You are a Consumer and are located in the EU (or UK) You are entitled to cancel your agreement with SmartSurvey and obtain a refund within 14 calendar days of ordering the Service. Please click [here](#) to access the Cancellation Form (/account-cancellation). Alternatively, You may request the Cancellation Form be sent to You by email, please email us at

support@smartsurvey.co.uk to receive it. If You are successful in obtaining Your refund, Your account plan will be switched to a Basic Plan shortly thereafter. We will refund You the amount you have paid for the Billing Period in the same method that you used to pay, unless both SmartSurvey and You agree otherwise.

11.2 If you are not a Consumer, then unfortunately SmartSurvey cannot offer you a refund. We encourage You to try our free trial and/or the Basic Plan to get a good understanding of SmartSurvey's capabilities.

(12) Conduct and Responsibilities

12.1 We expect our Users to exercise good manners and consideration when using SmartSurvey. You are solely responsible for all content You publish in connection with the Service. SmartSurvey accepts no responsibility for any consequences incurred by the Use of the site, or for any of the content added by its Users.

12.2 SmartSurvey does not accept any responsibility for arrangements made between the Users or parties concerned Using the Service and cannot act as an intermediary. SmartSurvey does not vet or assess the integrity of its Users, if you collaborate with Users of the Service you do so solely at 100% of your own risk, as such SmartSurvey will not be liable for your collaboration with other Users or third parties in connection to the Service.

12.3 You are expressly prohibited from and agree not to:

12.3.1. Use the Service in a way which competes with SmartSurvey;

12.3.2. Scan or test the vulnerability of the Service or of SmartSurvey's network;

12.3.3. Deny access to other Users;

12.3.4. Reverse engineer any part of the Service or of SmartSurvey's Service IP Rights;

12.3.5. Transmit or allow the transmission (by linking or otherwise) of any cyber security threat including but not limited to viruses, trojans, malware, worms, spyware, scareware, keylogger, backdoor, adware, wabbits, exploit software, dropper, dialer, botnet, illegitimate anti-virus, SQL injection, or any other malicious software;

12.3.6. Carry out or facilitate a Distributed Denial of Service attack (DDoS);

12.3.7. Commit an unlawful activity or infringe the Intellectual Property Rights of SmartSurvey or any other third party;

12.3.8. Resell, distribute, act as an agent or lease the Service without the permission of SmartSurvey;

12.3.9. Distribute, upload or publish anything that is considered SPAM; use your account in a manner that breaches our Anti-SPAM & Email Sending Policy (please see our [Anti-SPAM & Email Sending Policy](#)); distribute, upload or publish anything that is considered defamatory, libellous, pornographic, obscene or abusive, promotes hatred, violence or illegal conduct or that otherwise violates any law or the rights of another in any jurisdiction;

12.3.10. Use the Service in a manner which is excessive or against the interests of other Users;

12.3.11. Use the Intellectual Property Rights of any third party without the proper permission of the rights holder;

12.3.12. Allow multiple Users to use the same account. Only one User is permitted for each account; or,

12.3.13. Input any personal data in the text box contained in any AI-Powered Feature(s) as designated by SmartSurvey in the Service.

12.4 Each User is responsible for that account and must not share the username/password of that User's account or otherwise permit anyone else to access that User's account. For the avoidance of doubt, this exclusion applies even where the User is sharing that account within his or her own organisation ("Sub-Accounts"). You are also prohibited from assigning Users Accounts to individuals that are: (a) not within Your organisation; (b) within a Group Company; or (c) to individuals that do not have the same domain name extension as that registered to the User's account, even if such user is within the same organization.

12.5 If in the reasonable opinion of SmartSurvey, You undertake any of the prohibitions mentioned above at clause 12.3 and/or 12.4 of the Terms of Use, SmartSurvey may undertake any or all of the appropriate actions:

12.5.1. Inform the police or appropriate local authorities;

12.5.2. Delete, move, or edit content that violates;

12.5.3. Terminate your account and these Terms with you, without offering any refunds whatsoever; and/or,

12.5.4. Block your access from opening another account with SmartSurvey in the future.

12.6 The Student Plan may only be used for academic, research, or educational purposes. Use of the Service under the Student Plan for commercial, business, or revenue-generating activities is strictly prohibited. Student Plan Users may not use the Service to conduct surveys on behalf of businesses, organisations, or third parties for commercial gain. If SmartSurvey determines that a Student Plan is being used for non-educational purposes, it may suspend or terminate the account without refund.

(13) Downtime

Please note that SmartSurvey reserves the right to schedule downtime of the Service for maintenance, repairs and service improvements – this will be done during non-business hours and you will be provided notice of at least 7 days.

(14) Location of Services as Supplied

SmartSurvey provides you the Service from the United Kingdom (its principal place of business) – you agree to take up all requisite licences and agree to comply with any laws that apply to you regarding trading with SmartSurvey from its principal place of business.

(15) Data Backup

SmartSurvey is not responsible for data loss or corruption of any data You or Your survey respondents store with SmartSurvey. You are responsible for maintaining, protecting and backing up of all of Your data. You are further highly recommended to make regular backups of Your data.

(16) Data Protection

16.1 SmartSurvey will at all times comply with the Data Protection Laws. For more information on how we protect the User's data please see our [Privacy Policy](#). While the Privacy Policy does not form a part of these Terms, they do indicate how SmartSurvey operates, we may in some circumstances impute the Privacy Policy into these Terms if You ask us to and we expressly agree to this in writing.

16.2 SmartSurvey acts as a data processor for all data the User or survey respondents store and save by Using the Service. This means that You are responsible as a data controller for ensuring that You have a legal basis for obtaining and storing the data we hold on Your behalf and fully comply with Your obligations under the Data Protection Laws.

16.3 SmartSurvey acts as data controller for any Personal Data which You store in Your account with SmartSurvey (for example your name, address and credit card information etc.) about yourself whether You are Using the Service in a personal capacity, professional capacity or on behalf of Your organisation.

16.4 SmartSurvey will only process Your Personal Data held in Your account in order to provide You with the Service.

16.5 SmartSurvey will at all times maintain appropriate physical and organisational measures to protect Personal Data belonging to You and ensure it is secure.

16.6 SmartSurvey will at all times limit access of Your Personal Data to its employees that have signed appropriate confidentiality agreements.

16.7 SmartSurvey will give You notice without undue delay of becoming aware of a Personal Data breach (as defined by Data Protection Laws) and will cooperate with You as necessary in order for You to make the appropriate notifications. SmartSurvey will not disclose any Personal Data breach to a third party (which is not affiliated with You) without Your consent, unless it is demanded by a regulator, order of court or any other applicable legal requirements which require the disclosure of that Personal Data breach.

16.8 SmartSurvey will not use or disclose Your Personal Data unless it is required for providing the Service or if You agree with a particular use or disclosure.

16.9.A. Where applicable, in the event that SmartSurvey transfers any of Your Personal Data (including that which SmartSurvey processes on your behalf) to a country outside the EEA, which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Laws, then SmartSurvey will transfer subject only to an appropriate safeguard, including where necessary entering into the EU Standard Contractual Clauses. Please note the International Transfer Consent Addendum which details SmartSurvey's notification of, and Your acceptance of, SmartSurvey's lawful transfer of Your Data outside of the EEA, as set out in this Clause 16.9A, to certain SmartSurvey sub processors to enable Your use of SmartSurvey's AI-powered features.

16.9.B. Where applicable, in the event that SmartSurvey transfers any of Your Personal Data (including that which SmartSurvey processes on your behalf) to a country outside the UK, which is not recognised by the UK Government to have an adequate level of protection in accordance with Data Protection Laws, then SmartSurvey will transfer subject only to an appropriate safeguard, including where necessary entering into the Standard Contractual Clause UK

Addendum. Please note the International Transfer Consent Addendum which details SmartSurvey's notification of, and Your acceptance of, SmartSurvey's lawful transfer of Your Data outside of the UK, as set out in this Clause 16.9B, to certain SmartSurvey sub processors to enable Your use of SmartSurvey's AI-powered features.

16.9.C Where SmartSurvey relies on the EU Standard Contractual Clauses and/or Standard Contractual Clauses UK Addendum, it shall act as data importer or data exporter as appropriate concerning the transfer.

16.10 You grant SmartSurvey your general written authorisation to engage its subprocessors to process Your Personal Data on our behalf in order for SmartSurvey to provide You with the Service. For a full list of all of the subprocessors we use please see the page: [Sub-Processors](#).

16.11 SmartSurvey will inform You before allowing another subprocessor to process Your Personal Data, You will then have 10 days to object to the subprocessor otherwise You would be deemed to accept that subprocessor. If You object to the new subprocessor, You will have the right to terminate these Terms of Use with a notice period determined by SmartSurvey without prejudice to any other rights You have under the law. When You object You will be able to terminate Your SmartSurvey account and delete all Personal Data we process on Your behalf, this will not however entitle You to a refund (or allow Your refusal to pay) for any amount of the Fees for Services.

16.12 SmartSurvey shall enter into appropriate written agreements with all of its subprocessors on terms corresponding to the data protection provisions of these Terms of Use.

16.13 SmartSurvey will remain liable to You for the non-performance of the subprocessors' obligations, subject always to the limitations set out in clauses 19, 20 and 21 of the Terms of Use.

16.14 SmartSurvey by virtue of clause 16.1 agrees to make available to You as data controller, all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the UK GDPR and allow for and contribute to audits, including inspections, conducted by Your organisation or another auditor mandated by your organisation.

16.15 The types and categories of Personal Data are Your account information which you input as part of the sign-up process, any other data You store in Your account and data which your survey respondents put into the survey responses You collect from them using the Service and any information our cookies collect as part of the Service from You or Survey Respondents.

16.16 The purpose of the processing is to enable SmartSurvey to carry out its duties under these Terms (which form the subject matter of the processing) and the duration of the processing shall be until Your account is terminated or that data is deleted from Your account.

16.17 The nature of processing involves the storage, transmission, transferring, retrieval, organisation and structuring. The nature may also be erasure where You have deleted personal data from Your account or where you ask us to do so.

16.18 SmartSurvey agrees that it will contact the account holder (or any other person designated by the account holder) if You are subscribed to a Paid Plan, in order to inform You of Your contract period coming to an end, to engage with You to determine whether You may make use out of additional features of the Service by means of upgrading or otherwise, or to engage with You to determine how Your use of the Service is progressing in general. SmartSurvey

reserves the right not to perform this obligation if it does not wish to do so and this clause may only be exercised at SmartSurvey's sole discretion.

(17) Confidentiality

17.1 You acknowledge that in and as a result of Using the Service, You may be making use of, acquiring Confidential Information of SmartSurvey. Any Confidential Information is agreed to be the exclusive property of SmartSurvey.

17.2 You agree not to use any Confidential Information pertaining to SmartSurvey and not to communicate any Confidential Information to any other party without the express and written permission of SmartSurvey. This clause shall survive the termination or expiration of these Terms.

17.3 You agree that, upon request of SmartSurvey or upon termination or expiration of these Terms, as the case may be, You will turn over to SmartSurvey or permanently erase all Confidential Information belonging to SmartSurvey.

(18) Force Majeure

You expressly agree that SmartSurvey shall not be liable for any consequences arising out of or in connection to any act, event, omission or accident beyond the reasonable control of SmartSurvey (including without limitation, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, failure of any telecommunications, failure of the internet, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant machinery or equipment, fire, flood or storm).

(19) Limitation of liability

19.1 To the fullest extent permitted by applicable law, SmartSurvey and its affiliates shall not be liable for any loss or damage, whether direct or indirect, arising out of or in connection with these Terms or the Service, including but not limited to:

Indirect or consequential losses;

Loss of profits;

Loss of revenue;

Loss of business;

Loss of opportunity;

Loss of anticipated savings;

Loss of goodwill or reputation;

Loss or corruption of data;

Loss of use;

Loss of contracts;

Loss of customers; and/or,

Loss arising from business interruption.

These exclusions apply regardless of whether such losses were foreseeable, known, foreseen, or otherwise.

19.2 Nothing in these Terms shall limit or exclude liability for:

Death or personal injury resulting from negligence;

Fraud or fraudulent misrepresentation;

Any other liability that cannot be excluded or limited by applicable law.

19.3 Subject to clause 19.2, SmartSurvey's total aggregate liability arising out of or in connection with these Terms or Service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount of the Fees for Services you have paid to SmartSurvey or have yet to pay SmartSurvey under contract (as the case may be) during the 12 months preceding the date on which the claim arose.

19.4 YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSIONS SET FORTH IN THIS CLAUSE 19 ARE FAIR AND REASONABLE, HAVE BEEN NEGOTIATED (WHERE APPLICABLE), AND REFLECT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES IN LIGHT OF THE FEES PAID FOR THE SERVICE. YOU FURTHER AGREE THAT THE LIMITATIONS AND EXCLUSIONS IN THIS CLAUSE 19 FORM AN ESSENTIAL BASIS OF THE AGREEMENT AND THAT SMARTSURVEY WOULD NOT BE ABLE TO PROVIDE THE SERVICE ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

(20) Disclaimer

20.1 The Service is provided on an "As Is" and "As Available" basis. SmartSurvey makes no representations or warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that the Service will meet the specific requirements of any User.

20.2 SmartSurvey does not guarantee that the Service including without limitation, survey responses, analytics, or reports generated by the Service will be accurate, complete, or reliable. Users acknowledge that survey data is provided by respondents and that SmartSurvey is not responsible for verifying its correctness.

20.3 While SmartSurvey aims to maintain high availability, it does not warrant that the Service will be uninterrupted, timely, secure, or error-free. Temporary service disruptions may occur due to maintenance, upgrades, or factors beyond SmartSurvey's control.

20.4 If the Service integrates with third-party applications or platforms, SmartSurvey does not warrant the continued compatibility, security, or performance of such integrations. Users acknowledge that third-party services are governed by their own terms.

(21) SmartSurvey's Gross Negligence

21.1 To the extent permitted by applicable law and subject to clause 19.2, if SmartSurvey is found liable to You due to Gross Negligence, and such liability falls outside the exclusions and limitations set out in Clause 19, then SmartSurvey's total aggregate liability for such Gross Negligence, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, shall not exceed 130% of the Fees for Services You have paid to

SmartSurvey or have yet to pay SmartSurvey under contract (as the case may be) in the 12 months preceding the claim.

21.2 The limitation described in clause 21.1, applies regardless of whether the loss or damage suffered was foreseeable, direct, indirect, consequential, special, punitive, exemplary, or otherwise.

21.3 Notwithstanding the foregoing, nothing in these Terms shall limit or exclude SmartSurvey's liability for Gross Negligence where such limitation or exclusion is prohibited by applicable law.

(22) Indemnity

22.1. You agree to indemnify and hold harmless SmartSurvey and its subcontractors, agents and employees as a result of Your Use of the Service from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature, whether in contract or in tort, including but not limited to:

22.1.1. Infringement of any Intellectual Property Rights of a third party;

22.1.2. Your material breach of any of Your obligations under these Terms of Use;

22.1.3. Claims by any third party or fines awarded by a regulator for breach of any Data Protection Laws, including (but not limited to) lack of lawful processing of Personal Data by You, Your sub-contractors or employees;

22.1.4. Your breach of any law whether in the United Kingdom, where You are based and/or where it applies to You;

22.1.5. Any acts of bribery committed by You, Your employees, agents or sub-contractors;

22.1.6. Injury to or death of any person;

22.1.7 Loss of or damage to any property;

22.1.8. Court and reasonable attorney expenses and fees in connection with or resulting from SmartSurvey enforcing this Indemnity clause; and,

22.1.9. Your failure to obtain a licence or permission as described in clause 14 of these Terms of Use ("**(14) Location of Services as Supplied**").

22.2. This clause ("**(22) Indemnity**") will not apply if any of the circumstances described were due to SmartSurvey's (or any of its employees', agents' or subcontractors') negligence or Gross Negligence.

(23) Modern Slavery Act 2015

SmartSurvey is fully aware of its obligations under the Modern Slavery Act 2015 (and The Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015, SI 2015/1833) and undertakes to be and remain fully in compliance of the legislation.

(24) Assignments & Delegations

24.1 You are prohibited from assigning Your rights and/or delegating Your obligations under these Terms to any other person or organisation including without limitation any Group Company. Should You want to assign a right or obligation, You can contact SmartSurvey,

SmartSurvey will then render a decision based on its sole discretion as to whether You are granted consent or not for any assignments.

24.2 SmartSurvey has the right to assign or sub-contract any of its rights or obligations without requiring notifying You or obtain Your consent, unless as provided for by clause 16 (“**(16) Data Protection**”) of the Terms of Use.

(25) Your Compliance with laws

By Using the Service, You agree that it is Your responsibility to be in compliance of the laws that apply to You, wherever You are located.

(26) Law & Jurisdiction

26.1 You and SmartSurvey hereby irrevocably agree that any dispute arising out of or in connection to these Terms shall be governed solely and exclusively by the laws of England & Wales.

26.2 You and SmartSurvey hereby irrevocably agree that the courts of England & Wales shall have the sole and exclusive jurisdiction to hear any dispute arising out of or in connection to these Terms.

(28) Order of Precedence

These terms (along with any quote sent to You) contain the entire agreement between You and SmartSurvey. Unless otherwise agreed in writing by SmartSurvey, these Terms prevail over any other terms of business or purchase conditions put forward by You.

(29) Headings

The sections and headings in these Terms are for reference purposes only and shall not affect the meaning or interpretation of these Terms or individual clauses within these Terms.

(30) Severability

If any clause, sub-clause or any part thereof of these Terms is determined to be unenforceable by a competent court holding the proper jurisdiction, that clause, sub-clause or any part thereof will be severed and shall not affect the remainder of the agreement, including any other clauses, sub-clauses, or part(s) thereof.

(31) Publication

By Using the Service, You agree for SmartSurvey to have the right (but not the obligation to) publicise your name, trading name and/or trademark on SmartSurvey’s website and/or marketing material as a customer of SmartSurvey.

(32) Intellectual Property Rights

32.1 You grant SmartSurvey the non-exclusive licence and right to use any Intellectual Property Rights you own as may be reasonably necessary to provide you the Service that you have requested.

32.2 By Using the Service, SmartSurvey is granting you the non-exclusive and temporary licence to use the Service IP Rights. This licence shall terminate when your account is either closed or

deleted by any means through these Terms. You expressly prohibited from modifying any of the Service IP Rights without the express and written consent of SmartSurvey.

(33) Intellectual Property Claims

If you believe that a customer of SmartSurvey has used any part of the Service to infringe your Intellectual Property Rights, then please report it legal@smartsurvey.co.uk with the following details:

Your name/organisation name:

Email address:

A description of the alleged infringement (please be as detailed as possible):

Shortly thereafter, SmartSurvey will look into the situation as quickly as possible and notify you of any decisions taken.

(34) User Content

You are responsible for all content you use, communicate or publish during Your Use of the Service. As such You must ensure that you have all the consents, licences, permissions and that You are authorised by law to display the content that you are using in relation to the Service.

(35) No waiver

35.1 No delay, neglect or forbearance on the part of either party to these Terms in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

35.2 No right, power or remedy in this Terms conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

(36) Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party will have any right to enforce or rely on any provision of this Agreement.

(37) Report Survey Abuse

If you believe that a User of SmartSurvey's Services has used our Services inappropriately or in breach of these Terms (in particular clause 12 of these Terms ("**(12) Conduct and Responsibilities**")), then please contact legal@smartsurvey.co.uk with the following details:

Your name/organisation name:

Email address:

A description of the alleged Service abuse whether it is phishing, spam, unlawful, inappropriate, contains harmful software, or for any other reason (please be as detailed as possible):

Shortly thereafter, SmartSurvey will look into the situation as quickly as possible and notify you of any decisions taken.

- [EU SCCs Controller To Processor June, 2021](#)

- https://resources.smartsurvey.io/website/docs/EU_SCCs_Controller_To_Processor_June2021.pdf
- [SCC UK Addendum](#)
 - https://resources.smartsurvey.io/website/docs/SCC_UK_Addendum.pdf
- **TERMS OF USE Addendum: Consent to International Transfer**

Addendum:

Depending on Your data processing requirements, SmartSurvey offers You two AI models (SmartSurvey sub-processors) to select from in order for You to experience the AI-Response Assistance Features. Please select from the following:

- **Open AI (On Azure) [Default] – Open AI is set as Your default AI model and provides enhanced service capabilities. With Your selection of Open AI as the default sub processor You accept that Your Data may be eligible of being transferred outside the UK, and subsequently the EEA, if requested by Microsoft US.**
- **Civo UK - Civo Cloud infrastructure placed and maintained in the UK. With this selection Your Data will be maintained and transferred only within the UK for processing activities. This option can be enabled in your AI settings.**

*****Please Note: If You require advanced data processing requirements or if You are the Controller of Sensitive Data as defined by applicable Data Protection Laws, then please contact SmartSurvey to find out more about our Sovereign, UK based AI Models.**