



This document contains the following:

LICENSE TERMS AND CONDITIONS

1. [Scope](#)
2. [Definitions](#)
3. [License Grant and Restrictions](#)
4. [Property Rights](#)
5. [Termination](#)
6. [Fees and Payment](#)
7. [Warranties / Indemnification / Limitation of Liability](#)
8. [Miscellaneous](#)
9. [For U.S. Government Users](#)
10. [For Trial User](#)
11. [Free Access](#)
12. [Country-Unique Terms](#)

WARRANTIES AND DISCLAIMER

1. [Warranties](#)
2. [Disclaimer](#)

PRIVACY AND COOKIE POLICY

1. [Privacy Policy](#)
2. [Cookie Policy](#)

WEBSITE TERMS AND CONDITIONS



LICENSE TERMS AND CONDITIONS

BY CHECKING THE “I ACCEPT”, YOU AGREE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS OR YOUR COMPANY’S OR ORGANIZATION’S EXISTING EFFECTIVE CUSTOM LICENSE GOVERNING THE USE, ACCESS, OR DOWNLOADING OF RIGHTANSWER.COM, INC. (“RIGHTANSWER”, “WE” OR “US”) PRODUCTS. “YOU” MEANS THE PERSON, COMPANY OR ORGANIZATION WHO IS BEING LICENSED TO USE THE PRODUCTS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ORGANIZATION TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH COMPANY, ENTITY, OR ORGANIZATION. IF YOU DO NOT HAVE SUCH AUTHORITY, OR YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT CHECK THE “I ACCEPT” BOX AND MAY NOT USE THE PRODUCTS. IN THIS AGREEMENT, RIGHTANSWER AND YOU (“YOU”, “YOUR” or “CUSTOMER”) ARE EACH REFERRED TO AS A “PARTY” AND ARE COLLECTIVELY REFERRED TO AS THE “PARTIES.”

1. SCOPE

[▲ return to top](#)

This License Agreement, your Custom License, and all Order Documentation, if applicable, is a binding contract between RightAnswer.com, Inc. and You, the Customer (hereafter known as the “Agreement”). All access to and use of the Product(s) delivered via website(s) or download, or other Media, are subject to this Agreement and to the [Privacy Policy](#) and [Website Terms and Conditions](#) which you should also read carefully. All access to and use of the Product(s) delivered via any media are subject to the terms and conditions of this Agreement and/or as posted on the Media.

RightAnswer has signed agreements with certain organizations and distributors (called “RightAnswer Business Partners”) to promote and market Products. When Customer orders Products marketed to Customer by RightAnswer Business Partners, RightAnswer will provide Products and support to Customer under the terms of this Agreement. RightAnswer is not responsible for

- 1) the actions of RightAnswer Business Partners,
- 2) any additional obligations they have to Customer or
- 3) any products or services that they supply to Customer under their agreements.

In the event that Customer’s RightAnswer Business Partner is no longer able to market Products, for any reason, Customer may continue to receive Products under the terms of this Agreement by instructing RightAnswer to transfer administration of Products and support to either 1) another RightAnswer Business Partner of Customer’s choice (who may require Customer to first execute one of their agreements) who is approved to market Products to Customer, or RightAnswer.

2. DEFINITIONS

[▲ return to top](#)

“Concurrent Users” means Users of Customer which are/may be simultaneously logged-in to the Product, but excluding the potential Registered Users which may have access to the Product but have not initiated connection/log-in to the Product. Concurrent Users use is restricted by the number of Users who may be connected/logged in to the Product and the number of authorized Concurrent Users will be identified in the Order Documentation.

“Custom License” means You or Your company’s or organization’s existing effective customer license agreement (signed on or after January 1, 2011, or in some cases with effective multi-year agreements before January 1, 2011) governing the access, use or download of the Products.

“Fees” means the amount Customer owes for the subscriptions and services to RightAnswer or distributor for use of the Products pursuant to this Agreement.

“Individual User” means a single User who has their own access and use rights to the Product(s) and who may not share their access and use rights with others.

“Internet” means a conglomeration of networks and servers operated by distinct entities having no legal business relationship with RightAnswer.

“Internet Site” means the RightAnswer Knowledge Solutions site on the Internet located at the domain www.RightAnswerKnowledge.com or at a location subsequently provided to Customer.

“Invoice” means the invoice provided by RightAnswer to Customer outlining the amounts owed to RightAnswer by Customer. The Invoice may contain additional terms or conditions for use, access or download of the Products where applicable.

“License” means the license granted to Customer to access and use the Products solely on the Platforms by the appropriate Users for purposes pursuant to the terms and conditions set forth in the Agreement and applicable Order Documentation.

“Media” means the various media format(s), other than delivery via the Internet, in which the Product(s) may be provided, including but not limited to, USB memory stick or a download process. Each individual copy of the Products on the Media is considered one (1) copy of the Products and Media. For example, five (5) USB memory sticks is equal to five (5) copies of the Products.

“Order Documentation” means any proposal, renewal, registration, order, Invoice or other form or paperwork related to purchasing access and use of the Product(s). Order Documentation may contain subscription specific terms and conditions such as Products included, Platform(s) or Media type, Subscription Term or Period, Fees, number of Media copies, number of Users, types of Users (such as Registered, Concurrent and/or Individual Users) or other means to measure access.

“Platform” means central processing unit (“CPU”), USB Drive, Tape, Internet Site, Internet, Intranet, flat files, personal digital assistant (“PDA”), server or other electronic means or media for accessing the Products as set forth in this License Agreement or Order Documentation(s).



“Product(s)” means content such as databases and documents, which may be accompanied by documentation, and which RightAnswer may create and/or license from third parties which RightAnswer licenses for to You for use, access, or download under this Agreement. Products include Updates.

“Proprietary Information” means the Products and other materials that are provided or disclosed by RightAnswer in connection with this Agreement or Order Documentation that contain confidential and proprietary information of RightAnswer and its licensors that is not in the public domain, that is of commercial value to Right Answer because of it not generally being known, and which is the subject of efforts reasonable under the circumstances to maintain its secrecy or confidentiality, including but not limited to, technical and non- technical data, marketing and promotional information, software programs and code (regardless of form or language) methods, techniques, strategies, processes, customer and supplier lists, trade secrets, distribution methods, and pricing and financial data relating to RightAnswer. Proprietary Information includes all copyrights, trademarks and other proprietary rights in connection therewith.

“Seat License” means a license to use the Products with a maximum defined amount and type of Users. A Seat License can either have Concurrent Users or Individual Users or both Concurrent and Individual Users. The maximum number of Registered Users, Concurrent Users or Individual Users with respect to each Seat License, shall be set forth in the applicable Order Documentation. A Seat License does not include access or use for employees, contractors, or any users in other legal entities, subsidiaries, or companies, or organizations that operate separately from the Customer, whether they are owned all or in part by the Customer unless that access or use is on behalf of the Customer and for Customer’s activities.

“Subscription Term” or “Subscription Period” means the period of time as set forth in the applicable Order Documentation.

“Registered Users” means the total number of Users in the pool of Users of Customer which may/will have access to the Product, regardless of actual connection/log-in status. The number of Registered Users allowed may be defined in Order Documentation.

“Trial License Agreement” means a license granted to Customer to use the Products solely on the Platforms by the appropriate Users for purposes pursuant to the terms and conditions set forth in this Agreement at no cost to User for a trial period of no more than ninety (90) days.

“Users” means Customer’s employees, contractors, consultants, or students who are authorized to use the Products under the Agreement and who are trained or training in the fields for which the Products are being utilized and who have been provided their own individual user identification (“User ID”) and a password (“PW”) in order to access and use Products via the Internet or who have been provided a copy of the Media and are authorized to use that copy based on the subscription purchased.

“Updates” means subsequent releases of the Products that are generally made available to Customer at no additional charge, and which are subject to the terms of the License Agreement. Updates shall be made at RightAnswer’s sole discretion and shall not include any major modifications or future products that RightAnswer, in its sole discretion, determines to license for a separate license fee.



3. LICENSE GRANT AND RESTRICTIONS

[▲ return to top](#)

- A. RightAnswer hereby grants Customer a limited, non-exclusive license to access and use the Products indicated in and pursuant to terms of the Agreement, solely for the Customer's legitimate internal business purposes during the Subscription Term. Customer shall only use and allow its Users to use the Products on the Platforms as Licensed under the Agreement and for which it has paid the applicable Fees. Internet access Users will need to register to use Products online. Users may not share user IDs or passwords. Users may not share copies of Media with unauthorized users.
- B. Customer may permit no more than the maximum number of Users, viewers, accounts, desktops, seats, downloads, logins, or IDs specified in the applicable Order Documentation. Customer may reallocate logins, IDs, accounts, desktops, or seats, as applicable to the specific Products, to different Individual Users or viewers, as reasonable and appropriate, from time to time for situations such as employee turnover. You may not access the Products if you are (or acting on behalf of) a direct competitor of RightAnswer or its Licensors, except with prior written consent. In addition, you may not access the Products for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes.
- (i) *If Customer is an educational institution, then the following shall apply:* The Products are intended solely for demonstration purposes and for the purpose of training students in the use of the Products, not for clinical purposes, and not for emergency response purposes. The Products are to be used under the supervision of Customer's teaching staff. Customer acknowledges and agrees that the Products may only be used by Users.
- (ii) *If Customer is engaged in medical care, then the following shall apply:* The Products may only be used by Users and may only be used by Users who are competent healthcare professionals who rely on their clinical discretion and judgment in diagnosis and treatment may use the Products for medical diagnosis or treatment purposes. As between Customer and RightAnswer, Customer hereby assumes full responsibility for ensuring the appropriate use and reliance upon the Products in view of all attendant circumstances, indications and contraindications.
- C. RightAnswer may periodically deliver Updates to Customer. For Platforms controlled, hosted or otherwise maintained by Customer, Customer shall install the Updates within fourteen (14) days of notice of availability. Customer shall be allowed to keep one (1) copy of the superseded material for legal archival purposes; Customer shall destroy all additional copies of the Product. Failure to upload the Updates within the fourteen (14) period stated above will void all warranties stated herein or any other warranties granted by RightAnswer.com.
- D. RightAnswer expressly reserves the exclusive right to, without notice, at any time and from time to time (i) offer new, additional, or substitute Products and services; (ii) modify, amend, or discontinue offering all, part, or any particular Products or services; and (iii) post a revised version of this Agreement on the website located at www.RightAnswer.com. If RightAnswer ceases to distribute a Product, RightAnswer shall provide as much notice as is reasonably possible, whereupon, the license shall terminate as to such Product. RightAnswer, in its sole discretion, may return to Customer a pro rata refund of the portion of the prepaid Fee, less any



applicable costs, attributable to the terminated Product and has no other obligation regarding Products terminated during the Subscription Term. RightAnswer reserves the right, in its sole discretion, to change, modify, add or remove any portion of these terms and conditions of the Agreement, [Privacy and Cookie Policy](#), or [Website Terms and Conditions](#), in whole or in part, at any time. Changes in these terms and conditions will be effective when posted on the RightAnswer website located at www.RightAnswer.com/legal. Your continued use of the Product(s) or content after any changes are posted will be considered acceptance of those changes. RightAnswer may, from time to time during the login process, require your review and acceptance of these terms and conditions including any updates if you are accessing the Products via the Internet, or quarterly via other Media.

- E. The Products may only be utilized for Customer's own internal use unless otherwise authorized by RightAnswer in writing or as posted at www.RightAnswer.com. By way of clarification, you may: (i) make one (1) copy of the media and only if that copy is needed in order to utilize the Products, (ii) copy limited excerpts of information from the Product into any other medium for internal use only, or (iii) print information derived thereof for internal use only.
- F. Unless otherwise expressly permitted in this Agreement, authorized in writing by RightAnswer or as posted at www.RightAnswer.com, Customer shall not directly or indirectly: (i) modify the content of the Products, (ii) copy, download, upload or in any other way reproduce the Products in any form, (iii) sell, distribute, sublicense, provide access to, or transfer the Products, in whole or part, to a third party (including, without limitation, by facsimile or electronic means); (iv) create compilations or derivative works, or reverse engineer, decompile or disassemble any part of the Products; (v) use any version of the Products other than the most current version; (vi) use the Products for the benefit of a third party or give any third party beneficial use of the Products, including, without limitation, any parent, subsidiary, or affiliated company, without the express written consent of RightAnswer; (vii) modify or remove any copyright, trademark, disclaimer notices, proprietary markings or restrictive legends placed on the Products; or (viii) use the Products or any portion of the Products for commercial use, including without limitation, for publication, broadcasting, rewritten, redistributed or used to create original content for publication. RightAnswer reserves the right to embed an automatic shutdown feature or disable access to the Products, which will render the Products inoperable beyond the scope of the Agreement.
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4. PROPERTY RIGHTS

[▲ return to top](#)

- A. Customer shall hold all Proprietary Information in strict confidence and shall at all times use at least a reasonable standard of care to maintain the proprietary and confidentiality nature thereof. Customer shall not, nor permit others to, provide, disclose, or otherwise make Proprietary Information available to, or accessible by, any person other than Users. Customer shall take appropriate security precautions to effect its obligations under this Section 3(A).
 - B. Upon expiration or termination of any License under this Agreement, Customer shall, within seven (7) days of such expiration or termination, delete the Products and all copies thereof. No copies of the applicable Products, except for that kept for legal or regulatory archival purposes, may be retained by Customer following such expiration or termination. Notwithstanding the foregoing, Customer shall have no obligation to destroy work product of Users produced in accordance with the terms and conditions of this Agreement.
 - C. During the period of this Agreement, and for a period of no more than sixty (60) months following expiration or termination thereof, Customer agrees to permit RightAnswer or third party licensors to inspect, during regular business hours and upon prior notice, the point or points at which the Products are or were used and to furnish whatever assistance is reasonably necessary to permit RightAnswer or third party licensor to determine Customer's compliance or the extent of Customer's noncompliance with this Agreement. Customer shall maintain complete and accurate books and records with respect to all Products.
 - D. Customer shall ensure that any notices, including without limitation, copyright, trademark, and disclaimer notices supplied to Customer by RightAnswer or its third party licensors for the Products, shall be used in compliance with any instructions contained in the Products and shall appear in a conspicuous manner on the Products, any portion, or excerpts of the Products, and/or on all printed materials from the Products.
 - E. Nothing in this Agreement shall convey or otherwise transfer title to any Proprietary Information or any modifications within the functionality of the Products to Customer, Customer's Users or any other third party.
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RightAnswer.com, Inc.

2900 Rodd Street #1911

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5. TERMINATION

[▲ return to top](#)

In the event of a breach of this Agreement by either Party, the other may, in addition to pursuing all other legal remedies, terminate the License to which the breach is applicable, upon thirty (30) days' prior written notice unless the breach is cured within such time. In the event the breaching Party is Customer, RightAnswer may elect to cease to provide a Product until the breach is cured. In the event Customer terminates a License due to a breach by RightAnswer, then as its sole obligation, RightAnswer may, in its sole discretion, provide Customer a pro-rata refund of the applicable prepaid Fees, less applicable costs. Notwithstanding the above, RightAnswer may terminate this Agreement at any time for any reason effective immediately upon notice. In the event that RightAnswer terminates the Agreement for Customer's uncured breach, then Customer shall not be entitled to any refund of fees paid. Customer will not receive any refund for Customer's early termination of a Subscription Period.



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6. FEES AND PAYMENT

[▲ return to top](#)

- A. Customer shall pay RightAnswer (or its distributor, if applicable) all Fees due as defined in applicable Invoice(s). All Fees are exclusive of applicable state or local sales, use, ad valorem, personal property, value-added taxes or other taxes. Customer shall pay any such taxes, unless exempt. However, this Section 6(A) does not apply to, and Customer has no obligation under this Agreement or otherwise to pay or reimburse distributor or RightAnswer for any taxes imposed on the income of either.
- B. All Fees due under this Agreement and applicable Invoices are payable in United States currency (unless otherwise stated on the Invoice) on or before the due date. RightAnswer may, in addition to all other legal or equitable remedies, subject any amount not paid when due to a late payment fee equal to the lesser of 1½% of the unpaid amount per month, or the maximum rate allowed by applicable law. Failure to pay the entire amount when due may also result in RightAnswer disabling access to the Products or withholding the Updates until Customer's account is current.
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7. WARRANTIES / INDEMNIFICATION / LIMITATION OF LIABILITY

[▲ return to top](#)

- A. For Platforms involving Media shipped to Customer, RightAnswer warrants that, for a period of ninety (90) days after the date of shipment (“Warranty Period”), the Media will be free from material defects and will be of a quality suitable to provide access to the data content when used on the appropriate Platform. The sole obligation of RightAnswer under the Warranty Period is to replace the nonconforming media within a reasonable time, or give Customer a pro rata refund of the Fees, at the option of RightAnswer, provided that Customer has given RightAnswer written notice of such defect within the Warranty Period.
- B. For Products involving access via the Internet, RightAnswer maintains equipment and services including backup Internet host server(s), high-speed access lines, automatic switchover redundancy, hardware redundancy, robust and redundant infrastructure systems within the Internet services provider and multiple connections to the Internet backbone. Notwithstanding the above, RightAnswer makes no guarantee as to the availability of the Internet for delivery or access to the Products.
- C. RightAnswer shall indemnify Customer and hold it harmless against all claims and damages (including, without limitation, reasonable attorneys’ fees) which Customer incurs as a result of any claim against Customer that the Products infringe any copyright or proprietary right of any third party, provided that: (i) Customer notifies RightAnswer promptly in writing of the assertion of such claim; (ii) RightAnswer has sole control over the defense or settlement of such claim; and (iii) use of the Products has been in accordance with the terms of the Agreement. Notwithstanding the foregoing, RightAnswer shall not be so obligated should the infringement occur as the result of: (a) a combination with, or the addition of, products not developed or supplied by RightAnswer, and/or (b) a modification of the Products after delivery by RightAnswer, if the infringement would not have occurred without such combination, addition and/or modification and/or if Customer fails to load the Updates provided by RightAnswer if such Update would have prevented the claim of infringement. In the event of a claim for infringement, RightAnswer reserves the right to terminate Customer’s right to the allegedly infringing Products and as its sole obligation and in its sole discretion, either to replace such with substantially similar Products or to terminate the License and provide to Customer a pro rata refund of the applicable portion of the Fees.
- D. RightAnswer believes that the information contained in the Products has been obtained from reliable sources. However, except as provided otherwise in this Agreement, THE PRODUCTS ARE PROVIDED ‘AS IS’ AND ‘AS AVAILABLE’ FOR USE, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER IS MADE REGARDING THE PRODUCTS. RIGHTANSWER AND ITS THIRD PARTY LICENSORS MAKE NO WARRANTY THAT THE PRODUCTS WILL PERFORM WITHOUT INTERRUPTION OR FREE FROM ERRORS. RIGHTANSWER AND ITS THIRD PARTY LICENSORS MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE PRODUCTS.
- E. IN NO EVENT WILL RIGHTANSWER OR ITS THIRD PARTY LICENSORS BE LIABLE FOR



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ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR CAUSED BY USE OF, RELIANCE ON, OR INABILITY TO ACCESS AND USE ANY INFORMATION CONTAINED IN THE PRODUCTS, EVEN IF RIGHTANSWER OR ITS THIRD-PARTY LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

- F. In any action against RightAnswer or its third party licensors arising out of, related to, or in any way connected with this Agreement or with respect to the Products, services, or any other products and/or services furnished to Customer under this Agreement or otherwise, Customer shall not be entitled to recover any sum as damages, reimbursement, contribution, indemnity or otherwise, in excess of the total of all payments made by Customer to RightAnswer under this Agreement during the twelve (12) months immediately preceding the date on which the claim arose.
- G. Regardless of the form of action, no action arising from the Agreement may be brought by Customer more than twelve (12) months after the cause of action arises.
- H. Customer agrees to indemnify RightAnswer and hold harmless against all claims and damages including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with any use of the Products, unless such claims or damages result from the infringement of any copyright or other proprietary right of any third party (except if due to non-compliance of the Agreement by Customer or a combination, addition or modification by Customer).



8. MISCELLANEOUS

[▲ return to top](#)

- A. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements between the Parties with respect to the subject matter hereof and shall not be modified, amended or changed except by a writing signed by both Parties. Any terms or conditions appearing on the face or reverse side of any of Customer's purchase orders, acknowledgments or confirmations that are different from or in addition to those required hereunder shall not be binding on the parties, even if signed and returned, unless both Parties hereto expressly agree in a separate writing to be bound by such separate or additional terms and conditions. In the event of any conflict between this Agreement, the applicable Order Documentation, Privacy Policy, or the Website Terms and Conditions, the terms of the Order Documentation shall prevail and control.
- B. This Agreement shall be binding upon Customer and Customer's Users, employees, officers, contractors, and agents. The rights and obligations of Customer hereunder may not be transferred, sublicensed or assigned to any other person, entity or individual without the express written approval of RightAnswer, which approval shall not be unreasonably withheld; provided, however that RightAnswer may, upon written notice to Customer, assign or transfer this Agreement, or any rights and obligations to an Affiliate of RightAnswer or a third-party successor to all or substantially all of the assets of RightAnswer, in each case without the prior consent of Customer.
- C. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan, USA, as applicable to agreements made and wholly performed within that state regardless of the place, time or sequence of its execution. The Parties agree that the law of the State of Michigan, USA will apply despite any choice of law statute, rule or precedent that would apply the law of any other jurisdiction.
- D. Any controversy, claim, or dispute ("Dispute"), including but not limited to those related to interpretation, enforceability, validity, and construction, shall be determined under the laws of the State of Michigan, USA without regard to its conflict of law provisions. In the event of a Dispute, a Party shall provide written notice to the other Party and, for a 30-day period following delivery of such notice, representatives of the Parties with decision-making authority shall negotiate in good faith to resolve such Dispute. If such representatives fail to resolve the Dispute within such 30-day period, then the Dispute shall be submitted to the exclusive jurisdiction of the court located in Midland County, Michigan, USA.
- E. Regardless of Customer's geographic location, Customer acknowledges that a breach of any term of this Agreement could result in irreparable injury to RightAnswer and its business for which monetary damages may not be sufficient, and agrees that RightAnswer will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, as well as such further relief at law as may be proper from a court of competent jurisdiction, as determined by RightAnswer.
- F. Notice. Any notice to be given under this Agreement from RightAnswer.com shall be in writing and shall be sent by first class mail, courier, express service, or by e-mail, which provides the sender with written proof of delivery, to RightAnswer: RightAnswer.com, Inc., 2900 Rodd



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Street, #1911, Midland, MI 48641, USA., Attention: Vice President of Operations, E- Mail: RASupport@RightAnswer.com and to Customer: To the last physical or e-mail address provided to RightAnswer on the Order Documentation or during registration to use, access, or download the Products. RightAnswer will send an e-mail to Customer within 24 hours after Customer accepts these terms and conditions. Unless Customer notifies RightAnswer that they did not receive the e-mail within 48 hours after Customer accepts these terms and conditions, RightAnswer will assume RightAnswer has the correct e-mail on file for Customer.

- G. Both Parties represent and warrant that this Agreement will be performed in material compliance with all applicable laws and regulations, including laws and regulations related to safety, health, the environment, OSHA, fair labor practices and unlawful discrimination. Customer shall comply with all local laws and regulations of a country, while in that country and shall comply with all provisions of any applicable export laws of the United States Government.
- H. In the event a court finds any provision of this Agreement to be invalid, void or unenforceable, the remainder of this shall remain valid and enforceable according to its terms.
- I. Should Customer or RightAnswer fail to exercise or enforce any provision of this Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.
- J. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the Parties. Each Party shall be solely responsible for their payment of all compensation owed to its employees, as well as employment related taxes and benefits.
- K. Except for payment obligations hereunder, neither Party shall be liable or deemed to be in default for any delay or failure in performance hereunder to the extent resulting, directly or indirectly, from acts of God, terrorism, or civil insurrection, strikes or other organized labor interruption, telecommunications or utility interruptions or failures, fire, explosions, floods, or other natural disasters, any similar cause or any third party beyond the reasonable control of such Party; and any delay or failure of the other Party to fulfill its obligations hereunder.
- L. As applicable to International Agreements, the Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.



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9. FOR U.S. GOVERNMENT USERS

[▲ return to top](#)

This is a commercial item agreement. Pursuant to (FAR) 52.122-5(e)(1) and FAR 52.244-6 concerning the acquisition of commercial items, RightAnswer only accepts the following provisions:

- (1) FAR 52.219-8
 - (2) FAR 52.222-2
 - (3) FAR 52.222-35
 - (4) FAR 52.222-36
 - (5) FAR 52.222-41
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10. FOR TRIAL LICENSE USERS

[▲return to top](#)

If Customer is using Products under a free trial period: RightAnswer hereby grants Customer and Customer accepts a limited, non-exclusive trial license to access, use, or download the Products pursuant to the terms of this Agreement only. Upon completion of the trial period (which will not be extended beyond ninety (90) days) or termination of this Agreement, Customer shall cease to access the Products and the password shall be deactivated. Customer shall remove any Products or other information regarding Products from all of Customer's equipment. In order to access the Products after the end of the trial period, Customer must purchase a License.

11. FREE ACCESS

[▲ return to top](#)

In the event that you have been granted free access to RightAnswer.com Knowledge Solutions as a OnPoint EHS™ First Responders user or OnPointEHS™ Academic user, the following terms and conditions will apply:

[OnPoint EHS™ First Responders Additional Terms and Conditions](#)

In addition to the terms and conditions of the RightAnswer.com, Inc. Knowledge Solutions LICENSE TERMS AND CONDITIONS (“Agreement”) stated above, the following terms, conditions and amendments apply to OnPoint EHS™ First Responders (“First Responders”) Customers, Users and Individual Users. Any term capitalized herein that is not defined shall have the definition as stated in the Agreement.

1. RightAnswer reserves the right to change, add to, delete from, or otherwise revise content, at any time.
2. RightAnswer reserves the right to terminate Customers, Users and Individual Users access for any reason, without cause, at any time.
3. RightAnswer reserves the right to terminate free access to any Products, sources, sites, or any access to RightAnswer Knowledge Solution and/or First Responders at any time.
4. Certain criteria will be requested during the registration process, so that RightAnswer can qualify first responders for free access. If you have any questions or need assistance regarding the criteria being requested, please contact RightAnswer. Entry of false information into the registration process will result in immediate termination of access to First Responders.
5. The RightAnswer third party licensor websites linked to the First Responders site may have additional terms and conditions. Customers, Users and Individual Users are responsible for compliance with these terms and conditions.
6. Section 5 of the Agreement is not applicable to First Responder. The Subscription Term of the First Responder license shall continue until terminated by either the Customer, Individual User or RightAnswer.
7. Section 6 of the Agreement is not applicable to First Responders.

[OnPointEHS™ Academic Portal Free Access Additional Terms and Conditions](#)

In addition to the terms and conditions of the RightAnswer.com, Inc. Knowledge Solutions LICENSE TERMS AND CONDITIONS (“Agreement”) stated above, the following terms, conditions and amendments apply to OnPointEHS™ Academic (“Academic”) Customers, Users and Individual Users. Any term capitalized herein that is not defined shall have the definition as stated in the Agreement.

1. RightAnswer reserves the right to change, add to, delete from, or otherwise revise content, at any time.
2. RightAnswer reserves the right to terminate Customers, Users and Individual Users access for any reason, without cause, at any time.
3. RightAnswer reserves the right to terminate free access to any Products, sources, sites, or any access to RightAnswer Knowledge Solution and/or Academic users at any time.
4. Certain criteria will be requested during the registration process, so that RightAnswer can qualify academic users for free access. If you have any questions or need assistance regarding the criteria being requested, please contact RightAnswer. Entry of false information into the registration process will result in immediate termination of access to Academic users.
5. The RightAnswer third party licensor websites linked to the Academic site may have additional terms and conditions. Customers, Users and Individual Users are responsible for compliance



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with these terms and conditions.

6. Section 5 of the Agreement is not applicable to Academic users. The Subscription Term of the Academic license shall continue until terminated by either the Customer, Individual User or RightAnswer.
 7. Section 6 of the Agreement is not applicable to Academic users.
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12. COUNTRY-UNIQUE TERMS

[▲ return to top](#)

AMERICAS

The following terms apply to all Americas countries (except Brazil, Canada and the United States) unless specific country term states otherwise:

6. Fees and Payment

If Customer orders the subscription directly from RightAnswer, and not a distributor, the following replaces Section 6:

Amounts are due upon receipt of invoice and payable as RightAnswer specifies in a transaction document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

- (a) As long as the country operates in a free currency exchange market, Customer and RightAnswer agree that RightAnswer will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in a transaction document on the date payment is made.
- (b) If the government of a country establishes any restriction or limitation on its free currency exchange markets, Customer agrees to make payments to RightAnswer in US dollars to a bank account in the USA, designated by RightAnswer in the transaction document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, Customer agrees to pay the amount indicated in the transaction document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

Customer agrees to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid. Failure to pay the entire amount when due may also result in RightAnswer disabling access to the Products or withholding the Updates until Customer's account is current.

All additional terms apply to the referenced country:

BRAZIL

6. Fees and Payments

If Customer orders the subscription directly from RightAnswer, and not a distributor, the following replaces Section 6 B:

Amounts are due upon receipt of invoice and payable in local currency as RightAnswer specifies in a transaction document. Customer agrees to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

- (a) if payment is made between the 31st day and the 60th day from invoice date, a two percent late payment penalty applied to the resultant delinquent amount, or
- (b) if payment is made 61 or more days from invoice date, a ten percent late payment penalty ten percent applied to the resultant delinquent amount.

3. License Grant and Restrictions



The following replaces section D in its entirety:

In order to maintain flexibility in our business relationship, the terms of this Agreement may be changed upon execution of an amendment and the changes shall apply as of the effective date specified in the amendment. They apply only to new orders, on-going transactions that do not expire, and transactions with a defined renewable contract period. For transactions with a defined renewable contract period, Customer may request that RightAnswer defer the change effective date until the end of the current contract period.

ASIA PACIFIC

AUSTRALIA

6. Fees and Payment

If Customer orders the subscription directly from RightAnswer, and not a distributor, the following replaces the applicable parts of Section 6:

The following paragraph is added after item 6.A.:

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

The following paragraph replaces the second and third sentences in section 6.A.:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Product itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when RightAnswer invoices Customer. If the rate of GST changes, RightAnswer may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

7. Warranties

The following paragraph is added as the first paragraph of this section:

The warranties specified in this section are in addition to any rights Customer may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

HONG KONG S.A.R.

As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Hong Kong S.A.R."

INDONESIA

5. Termination

The following paragraph is added at the end of the section:

RightAnswer and Customer both waive in this regard, the provision of article 1266 of the Indonesian Civil Code to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

11. Termination

The following paragraph is added to this section:

When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior notice.



MACAU S.A.R.

As applies to transactions initiated and performed in Macau S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Macau S.A.R."

NEW ZEALAND

9. Warranties

The following paragraph is added as the first paragraph of this section:

The warranties specified in this Part are in addition to any rights Customer may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which RightAnswer provides, if Customer requires the goods or services for the purposes of a business as defined in that Act.

TAIWAN

As applies to transactions initiated and performed in Taiwan, phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Taiwan."

EUROPE, MIDDLE EAST, AFRICA (EMEA) EUROPE

The following terms apply to all countries in Europe, meaning:

- (i) all EU member states;
- (ii) Iceland, Liechtenstein, Norway, and Switzerland; and
- (iii) any other country (e.g., Turkey) that has enacted local data privacy or protection legislation similar to the GDPR (defined below).

8. Miscellaneous

The following is added as subsection M; for certain specific countries expressly listed below, further amendments also apply:

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

Data Protection Authority means:

- (i) the national authority established by the domestic legislation implementing Data Protection Laws and Regulations and the GDPR (defined below) in the applicable country; or
- (ii) in any country where no such authority has been established, the European Commission or the national authority responsible for (a) regulating the use and protection of Personal Data, and the regulation of electronic communications involving Personal Data

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).



“Personal Data” means any information relating to

- (i) an identified or identifiable natural person and,
- (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

RightAnswer Group means RightAnswer.Com, Inc. Midland, Michigan USA, its subsidiaries, and their respective Business Partners and subcontractors. RightAnswer Group entities are principally providers of information technology, including software products, services, consultancy, and other related activities.

Customer authorizes RightAnswer to process and use Personal Data for the purpose of furthering the business relationship between Customer and RightAnswer Group, including the marketing of Products and services (the **“Specified Purpose”**).

1. Customer agrees that Personal Data may be disclosed to, and processed and used by, RightAnswer Group in pursuit of the Specified Purpose.
2. RightAnswer agrees that all Personal Data will be processed in accordance with the applicable Data Protection Laws and Regulations and will be used only in accordance with the Specified Purpose.
3. To the extent that the Data Protection Laws and Regulations requires them, Customer represents that it has obtained (or will obtain) such consents from and has issued (or will issue) such notices to, the Data Subject as are necessary in order to enable the RightAnswer Group to process and use the Personal Data to contact them, including by email, in accordance with the Specified Purpose.
4. Customer consents to RightAnswer transferring Personal Data outside the European Economic Area, provided that any such transfer is made on contractual terms approved by the Data Protection Authority as ensuring adequate safeguards for the rights and freedoms of data subjects.

*In **TURKEY**, the following phrase is deleted from item (5) above outside the European Economic Area”*



11. RightAnswer.com, Inc. Privacy and Cookie Policy

[▲ return to top](#)

Revised April 30, 2019.

Privacy Policy

This Privacy and Cookie Policy (the "Policy") becomes effective immediately for unregistered users and users registering accounts or otherwise acknowledging the Policy on or after the revision date. If you object to the Policy after it becomes effective for you, you may no longer use the Platform. The prior version of the Policy can be found [here](#).

We, RightAnswer.com, Inc., a Michigan corporation, 2900 Rodd Street, #1911, Midland, MI 48641 USA as the data controller ("RightAnswer," "we," or "us"), explain in this Policy how we collect, process and/or use information that we receive via our websites, emails we send, and mobile applications (collectively, the "Platform") that link to this Policy, as amended from time to time. This Policy describes how RightAnswer collects, processes, uses, shares and secures the personal information you provide. It also describes your choices regarding use, access, and correction of your personal information. For purposes of this Policy, personal information shall mean any information relating to an identified or identifiable natural person.

Information We Collect

We collect information about you to provide our services. In order for us to best provide our services to you (and to help make it feasible for us to do so), it is essential that we are able to collect and use the information as described in this Policy. This means that the data collection is largely necessary for fulfilling the relationship we have with you, and where that is not the case, we have a legitimate interest in collecting the information described below.

Information You Give Us

When you fill out registration forms or provide us with other personal information actively, we delete the information from our servers immediately after assigning an anonymous identification number from the Product(s). For purposes of account management only, we keep registration information for business communications about the Platform, Product(s), customer service and technical support internally and within third party customer relationship management (CRM) platforms, which is compliant with all data protection laws and is secured in a commercially reasonable manner.. Because we change our offerings and features from time to time, the options you have to provide us with personal information also may change, but here are some examples of situations in which you will have the opportunity to provide personal information to us:

- Creating an account
- Contacting us for technical support or customer service

If you enter credit card information on the Platform or in connection with a purchase, that information is sent directly from your browser to the third-party service provider we use to manage credit card processing and we do not store it on our servers. The service provider is not permitted to use the information you provide except for the sole purpose of credit card processing on our behalf.

Information We Collect Automatically

When you use the Platform, your device is automatically providing information to us so we can respond



and customize our response to you. The type of information we collect by automated means generally includes technical information about your computer, such as your IP address or other device identifier, the type of device you use, and operating system version. The information we collect also may include usage information and statistics about your interaction with the Platform. That information may include the URLs of our web pages that you visited, URLs of referring and exiting pages, page views, time spent on a page, number of clicks, platform type, location data (if you have enabled access to your location on your mobile device), and other information about how you used the Platform.

Automated means of data collection include the following:

Cookies And Tracking Technologies. Technologies such as: cookies, web beacons, locally shared objects (sometimes called "flash cookies"), mobile identifiers and similar technologies ("Cookies") are used by RightAnswer. We use Cookies to remember user settings, as well as for authentication and analytics. These technologies may be used in analyzing trends, administering the Platform, tracking users' movements around the Platform and to gather demographic information about our user base as a whole. You can control the use of Cookies at the individual browser level, but if you choose to disable Cookies, it may limit your use of certain features or functions on our website or service.

Log File Information. Log file information is automatically reported by your browser or mobile application each time you access a website on our Platform. For example, when you access a RightAnswer website, our servers automatically record certain information that your web browser sends when you visit any website. These server logs include information such as your web request, Internet Protocol ("IP") address, browser type, referring/exit pages and URLs, number of clicks, domain names, landing pages, and pages viewed.

Device Information. We collect information about the device you use to access the Platform, including type of device, operating system, settings, and unique device identifiers, and IP address. Whether we collect some or all of this information often depends on what type of device you're using and its settings. For example, different types of information are available depending on whether you're using a Mac or a PC, or an iPhone or Android phone. We collect the device type and operating system and any other information you choose to provide.

How We Use Information

We use the information we collect to provide our services. In order for us to best provide our services (and to help make it feasible for us to do so), it is essential that we are able to collect and use the information as described in this Policy. Using your information is largely necessary for fulfilling the relationship we have with you and where we have a legitimate interest in using the information we collect, including personal information, for these purposes:

- to provide you with personalized content (for example, RightAnswer uses your previous search and browsing history);
- to customize and improve the features, performance, and support of the site;
- for internal operations, including troubleshooting, data analysis, testing, research, and service improvement (this includes use of your IP address and mobile device information to help diagnose problems with our service and to administer the Platform);
- to analyze use of the Platform and improve the Platform;
- to create aggregate and statistical data that does not identify you individually (for example, we use mobile device data and IP addresses to gather demographic information);
- for other purposes that you separately authorize as you interact with RightAnswer.

When we collect any information that does not identify you as a specific natural person ("Non-Personal



Information"), we are permitted to use and disclose this information for any purpose, notwithstanding anything to the contrary in this Policy, except where we are required to do otherwise by applicable law. Examples of Non-Personal Information include: physical location information; demographic information, ZIP codes, etc.; or any personal information that has been anonymized, aggregated or de-identified. If we combine any Non-Personal Information with your personal information (such as combining your ZIP code with your name), we would use and disclose such combined information as personal information in accordance with this policy. Similarly, if applicable law requires that we treat certain Non-Personal Information as personal information, we would use and disclose this information as personal information in accordance with this policy.

How We Share Information

We only disclose your personal information to third parties as follows:

- We use affiliated and unaffiliated service providers all over the world (including web servers, cloud storage systems, CRM providers, email services, content support teams, and others) to help us deliver our service and run our business subject to strict confidentiality agreements. These companies are not authorized to use your personal information except only as necessary to provide these services to us;
- We will disclose data if we believe in good faith such disclosure is necessary
 - 1) to comply with relevant laws or to respond to subpoenas or warrants or legal process served on us (though we reserve the right to take action on behalf of our users to defend their right to anonymity when we believe there is a legitimate basis to do so, because candid, lawful, anonymous free speech is fundamental to RightAnswer's mission of workplace transparency);
 - 2) to enforce our [License Terms and Conditions](#), [Privacy and Cookie Policy](#), and [Website Terms and Conditions](#);
 - 3) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
 - 4) as we otherwise deem necessary and is permitted by applicable laws to protect and defend the rights or property of us, the users of our services, or third parties; or
 - 5) as permitted under applicable laws to meet national security and similar requirements;
- In reorganization or sale of our company or assets, your data may be transferred, subject to the acquirer and its affiliates accepting the commitments made in this Policy and compliance with applicable law;
- We may share certain information that does not identify you personally, but which is unique to your use of the Platform;

Other Important Privacy Information

EEA Resident Rights

If you are a resident of the European Economic Area, you have the following data protection rights:

- If you wish to access, correct, update or request deletion of your personal information, you can do so at any time by contacting us using the contact details provided under the "[Privacy Options](#)" page under the Account Management menu item.
- In addition, you can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information. Again, you can exercise these rights by contacting us using the contact details provided under the [Privacy Options](#) page under the Account Management menu item."
- You have the right to opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing emails we send you. Registered users can manage their account settings and email marketing preferences as



described in the "Choices Regarding Your Personal Information" section below. If you are an unregistered user, or to opt-out of other forms of marketing (such as postal marketing or telemarketing), you may contact us using the contact details provided under the "[How to contact us](#)".

- Similarly, if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- You have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. Notwithstanding the foregoing, we reserve the right to keep any information in our archives that we deem necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

Choices Regarding Your Personal Information

In addition to your rights outlined above, if you are an individual consumer member of RightAnswer, you can manage your account settings in the "[Account Mgmt](#)" menu item. Any notices regarding changes to the site will be posted on the RightAnswer Knowledge Solutions log in page.

Close Your Account

If you'd like to close your RightAnswer account, you can do so within your Account Mgmt on the Platform. For specific instructions, please see our [Privacy Options Help Center](#). We reserve the right to keep any information in a closed account in our archives, subject to our data retention policy, that we deem necessary to comply with our legal or regulatory obligations, resolve disputes and enforce our agreements. If, after you close your account, you wish to know which personal information we keep you can proceed in accordance with your rights set out above.

How Long We Keep Your Personal Information

We keep your information only so long as we need it to provide the Platform to you and fulfill the purposes described in this Policy. This is also the case for anyone that we share your personal information with and who carries out services on our behalf. Retention periods can vary significantly based on the type of information and how it is used. Our retention periods are based on criteria that include legally mandated retention periods, pending or potential litigation, our intellectual property or ownership rights, contract requirements, operational directives or needs, and historical archiving. When we no longer need to use your personal information and there is no need for us to keep it to comply with our legal or regulatory obligations, resolve disputes and enforce our agreements, we'll either remove it from our systems or depersonalize it so that we can't identify you.

Security Safeguards **Security.**

We employ physical, electronic, and managerial measures to safeguard the information we collect online. However, no company can fully eliminate security risks, so we cannot make guarantees about any part of our services. You are responsible for keeping your username and password secret. Once you have registered with us, we will never ask you for your password. Please create a unique password for your RightAnswer account and do not use it for any other web services or applications. Do not share your password with anyone else. If you believe there has been a privacy breach, please contact us immediately so we can begin an investigation.



RightAnswer.com, Inc.

2900 Rodd Street #1911

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Privacy of Minors

To access or use the Platform you must be at least 16 years of age or, if older, the age of majority in your jurisdiction, otherwise you may not use the Platform. If you become aware that a child has provided us with personal information without parental consent, please contact us [here](#). If we become aware that a child has provided us with personal information without parental consent, we remove such information and terminate the child's account.

Data Controller

The information about you that we collect, process and/or use through the Platform is controlled by RightAnswer, Inc., Midland, Michigan USA. RightAnswer and the services it provides are hosted and provided outside of the European Economic Area (EEA), including in the United States, for the purposes described in this policy. The privacy protections and the rights of authorities to access your information in these countries may not be the same as in your home country. We take additional measures when information is transferred from the EEA. You may reach our Data Protection and Compliance Officer [here](#).

Updates to Our Privacy Policy

We may revise this Policy from time to time by posting an updated version on the Platform. This version of the Policy will be effective for you as described at the beginning of the Policy. Further revisions of this Policy will become effective as follows: The revised Policy will be effective immediately for unregistered users and users registering accounts or otherwise acknowledging the Policy on or after the revision date. For other users who registered accounts before the revision date, it will also become effective immediately. However, they can object to the new Policy within thirty (30) days after the revision date. If we make a change that we believe materially reduces your rights or increases your responsibilities, by means of a notice on this website prior to the change becoming effective. We may provide notice of changes in other circumstances as well. We encourage you to periodically review this page for the latest information on our privacy practices. Your continued use of the Platform is subject to the most current effective version of this Policy.

Contact Us

If you have any questions or suggestions regarding this Policy, please contact us at:

Compliance@RightAnswer.com

RightAnswer.com, Inc.

Attn: Legal Department

2900 Rodd Street, #1911

Midland, MI 48641

12. Cookie Policy

[▲ return to top](#)

This Cookie Policy describes how RightAnswer, Inc. ("we", "our", "us") uses Cookies and similar technologies. For more information on our general data privacy practices, please see the full [Privacy Policy](#).

Cookies

Cookies are small pieces of data that are stored on your computer, mobile phone, or other device when you first visit a page. We use cookies, web beacons, locally shared objects (sometimes called "flash cookies"), mobile identifiers and similar technologies ("Cookies") to help us recognize you on the Platform, enhance your user experience, understand usage of the Platform, Cookies may also be set by other websites or services that run content on the page you're visiting. After you register on the Platform, we may connect information we collect from the Cookies set by us and our partners with other information received from you. The provision of your data via Cookies is voluntary except for those Cookies that we place on your device because we need them for the performance of our Platform and our services.

What types of Cookies do we use?

We use two types of Cookies on the Platform: "session cookies" and "persistent cookies."

- Session Cookies are temporary Cookies that remain on your device until you leave the Platform.
- A persistent Cookie remains on your device for much longer until you manually delete it (how long the Cookie remains will depend on the duration or "lifetime" of the specific Cookie and your browser settings).

What are Cookies used for?

Cookies transmit information about you and your use of the Platform, such as your browser type, search preferences, and the date and time of your use. With the exception of an identifier Cookie that we associate with registered accounts to prevent fraud by members of the Platform, Cookies link to certain unique information that you entered at time of registration or on your profile, but this is not linked to your personally identifiable information.

We use Cookies for things like:

- **Authentication**
We use Cookies to help us determine whether or not you've signed in to the Platform and to keep you signed in during visits as you access different pages.
- **Security**
We use Cookies to enable and support security features, prevent fraud, and protect your data from unauthorized access.
- **Preferences and Features**
We use Cookies to enable features, help us provide you with personalized content such as showing you your recent search activity.
- **Analytics and Performance**
We use Cookies to analyze how our visitors use the Platform and to monitor site performance. These Cookies help us to identify and fix errors, understand and improve services, research and test out different features, and monitor how our visitors reach our sites.



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Opting Out of Cookies

We use Cookies that are necessary for us to provide the Products and services you use and therefore you cannot opt out of these Cookies on the Platform if you choose to access the Platform. If you choose to control, manage and/or delete some or all Cookies via your browser settings, by setting your browser to decline cookies, this may worsen your user experience.

Do Not Track Signals

We do not currently respond to 'do not track' signals and similar settings or mechanisms. When you use the Platform, we try to provide a customized experience.

13. Website Terms and Conditions of Use

[▲ return to top](#)

These Website Terms and Conditions of Use (“Website Ts and Cs”) apply to all RightAnswer.com, Inc. (“RightAnswer”) websites including, but not limited to:

- www.RightAnswer.com
- www.RightAnswerKnowledge.com
- www.RAClient.com
- www.ReproAnswer.com

Legal Information © 2015, 2019 RightAnswer.com, Inc. All rights reserved.

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Content and liability disclaimer

RightAnswer shall not be responsible for any errors or omissions contained on this website, and reserves the right to make changes anytime without notice. Mention of non-RightAnswer products or services is provided for informational purposes only and constitutes neither an endorsement nor a recommendation by RightAnswer. All RightAnswer and third-party information provided on the RightAnswer website is provided on an "as is" basis.

RIGHTANSWER DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION (INCLUDING ANY SOFTWARE, PRODUCTS, OR SERVICES) PROVIDED ON ANY RIGHTANSWER WEBSITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. USE OF THIS INFORMATION IS AT THE USER'S SOLE RISK. IN NO EVENT WILL RIGHTANSWER OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS WEBSITE OR ANY INFORMATION CONTAINED IN THIS WEBSITE, INCLUDING RightAnswer shall not be liable for direct, special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue or loss of use, cost of replacement goods, loss or damage to data arising out of the use or inability to use any RightAnswer or third party website, any RightAnswer or third party product or service, WHETHER UNDER A CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. This includes damages arising from use of or in reliance on the documents or information present on the RightAnswer website (including any information posted or placed by anyone other than RightAnswer), even if RightAnswer has been advised of the possibility of such damages. As between you and RightAnswer, you assume full responsibility for ensuring the appropriate use and reliance upon the information and you agree to indemnify RightAnswer and third party licensors for any and all claims or damages.

Feedback information

Any information provided to RightAnswer, except personal information as defined in the [Privacy Policy](#), in connection with the RightAnswer website shall be provided by the submitter and received by RightAnswer on a non-confidential basis. Such information shall be considered non-confidential and property of RightAnswer. By submitting any such information to RightAnswer you agree to a no-charge assignment to RightAnswer of all worldwide rights, title, and interest in copyrights and other intellectual property rights to the information. RightAnswer shall be free to use such information on an unrestricted



basis.

Trademarks

The trademarks, logos, and service marks (collectively "Trademarks") appearing on the RightAnswer website are the property of RightAnswer and other parties. Nothing contained on the RightAnswer website should be construed as granting any license or right to use any Trademark without the prior written permission of the party that owns the Trademark. A list of RightAnswer and other party trademarks is available at the Trademark List.

Links to third-party sites

RightAnswer prohibits the use of the RightAnswer LOGO or any other RightAnswer trademarks as a "hot" link to the RightAnswer website unless the establishment of such a link is approved by RightAnswer.com, Inc. The RightAnswer website may contain links to third-party sites. Access to any website linked to the RightAnswer website is not the responsibility of RightAnswer and RightAnswer is not responsible for the accuracy, or reliability of any content on such websites. Further, the presence of a link to a third-party site does not mean that RightAnswer endorses that site, its products, or views expressed there. RightAnswer provides these links merely for convenience and the presence of such third-party links are not an endorsement or recommendation by RightAnswer.

Registered User Responsibility

If you are a registered user, it is your responsibility to maintain the confidentiality of any passwords given to you and to report to RightAnswer immediately if the password is lost or stolen; there is any change in authorization or access for use of the password; or if your registered authorizations are revoked. User IDs and passwords are provided to you personally, and you agree that you will not give your password to any other party. Except as otherwise expressly provided under these Website Ts and Cs, you shall have no right to, and you specifically agree not to (a) attempt to transfer, assign, or sublicense any license rights you receive under these Website Ts and Cs to any other person; (b) make error corrections to or otherwise modify or adapt the website or create derivative works based upon the website, or to permit third parties to do the same; or (c) decompile, decrypt, reverse engineer, disassemble or otherwise reduce any portion of the website to human-readable form to gain access to trade secrets or confidential information in the website. Any purported transfer, assignment or sublicense by you of the limited and revocable rights granted to you under these Website Ts and Cs shall be void.

Federal Acquisition Regulations (FAR)

This is a commercial item agreement. Pursuant to (FAR) 52.122-5(e)(1) and FAR 52.244-6 concerning the acquisition of commercial items, RightAnswer only accepts the following provisions (1) FAR 52.219-8, (2) FAR 52.222-26, (3) FAR 52.222-35, (4) FAR 52.222-36, (5) FAR 52.222-41, and (6) FAR 52.222-41.

Appropriate Use

You agree to abide by the laws of your jurisdiction and any jurisdiction with which you communicate.

License

RightAnswer has granted to you a limited license to use and access this website solely in accordance with these Website Ts and Cs. RightAnswer, may revoke such license at any time, in RightAnswer's sole judgment. By using this website, you agree to these Website Ts and Cs of use as well as the Privacy Policy. RightAnswer reserves the right to make changes to the website, Privacy Policy, or these



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Website Ts and Cs at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise license or right under any patent, trademark, or proprietary rights of RightAnswer or any other third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any RightAnswer or third party copyright.

This site and all software and documents contained herein are protected by United States copyright law and international treaty. Unauthorized reproduction or distribution is subject to criminal and civil penalties.

Governing law and jurisdiction

This RightAnswer website is controlled by RightAnswer from its offices in Midland, Michigan, United States of America. All matters relating to your access to, or use of the RightAnswer website shall be RightAnswer.com, Inc. governed by U.S. federal law or the laws of the State of Michigan. Any legal action or proceeding relating to your access to or use of the RightAnswer website shall be instituted in a state or federal court with jurisdiction in Midland County, Michigan. You and RightAnswer agree to submit to the jurisdiction of, and agree that venue is proper in these courts.

Export Control

You may not access, download, use, or export information (including any software, products or services) contained on this RightAnswer website in violation of U.S. export laws or regulations, or in violation of any applicable laws or regulations.

Changes

RightAnswer reserves the right, in its sole discretion, to change, modify, add or remove any portion of these Website Ts and Cs in whole or in part, at any time. Changes in these Website Ts and Cs will be effective when notice of such change is posted on the website. Your continued use of the website after any changes to these Website Ts and Cs are posted will be considered acceptance of those changes. RightAnswer may terminate, change, suspend or discontinue any aspect of the website, including the availability of any features of the website, at any time. RightAnswer may also impose limits on certain features and services or restrict your access to parts or the entire website without notice or liability.

Indemnification

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