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## Terms of Use

Versions:

June 25, 2013

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Thanks for using SurveyMonkey's products and services ("Services").

These Terms of Use ("TOU") contain the terms under which SurveyMonkey and its affiliates provide their Services to you and describe how the Services may be accessed and used.

Depending on which Services you use, additional terms and notices (including rules, guidelines and other similarly named documents) presented with those Services may apply ("Additional Terms"). Those Additional Terms become a part of your agreement with us if you use those Services. For example, if you use our survey services, the Survey Terms of Service apply. We refer to the combination of this TOU and any applicable Additional Terms collectively as these "Terms".

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services.

If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that organization.

Certain country-specific terms in Section 14.3 may apply to you if you are located outside the United States.

### 1. Fees and Payments

**1.1. Fees for Services.** You agree to pay to SurveyMonkey any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the billing method you select through your account management page. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

**1.2. Subscriptions.** Some of our Services are billed on a subscription basis (we call these "Subscriptions"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "billing cycle"). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. **Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by contacting our customer support team.** While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

**1.3. Taxes.** Unless otherwise stated, you are responsible for any taxes (other than SurveyMonkey's income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "Taxes"). You will pay SurveyMonkey for the Services without any reduction for taxes. If SurveyMonkey is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide SurveyMonkey with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. SurveyMonkey will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union, are purchasing the Services from SurveyMonkey Europe Sarl for business reasons, and are located in a different European Union member state from SurveyMonkey Europe Sarl. If you are required by law to withhold any Taxes from your payments to SurveyMonkey, you must provide SurveyMonkey with an official tax receipt or other appropriate documentation to support such payments.

**1.4. Price Changes.** SurveyMonkey may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. SurveyMonkey will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

**1.5. Overage Fees.** Unless otherwise stated, any overage fees incurred by you will be billed in arrears on a monthly basis. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

### 2. Privacy

**2.1. Privacy.** In the course of using the Services, you may submit content to SurveyMonkey (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your "Content"). We know that by giving us your Content, you are trusting us to treat it appropriately. SurveyMonkey's Privacy Policy, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "privacy policies"), detail how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that SurveyMonkey may use and share your Content in accordance with our privacy policies.

**2.2. Confidentiality.** SurveyMonkey will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by SurveyMonkey); (b) was lawfully known to SurveyMonkey before receiving it from you; (c) is received by SurveyMonkey from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by SurveyMonkey without reference to your Content.

### 3. Your Content

**3.1. You Retain Ownership of Your Content.** You retain ownership of all of your intellectual property rights in your Content. SurveyMonkey does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

**3.2. Limited License to Your Content.** You grant SurveyMonkey a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by SurveyMonkey's privacy policies. This license for such limited purposes continues even after you stop using our Services, though you may have the ability to delete your Content in relation to certain Services such that SurveyMonkey no longer has access to it. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide SurveyMonkey with feedback about the Services, we may use your feedback without any obligation to you.

**3.3. Copyright Claims (DMCA Notices).** SurveyMonkey Inc. responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify SurveyMonkey a agent for claims of copyright infringement.

**3.4. Other IP Claims.** SurveyMonkey respects the intellectual property rights of others, and we expect our users to do the same. If you believe a SurveyMonkey user is infringing upon your intellectual property rights, you may report it through our online form. Claims of copyright infringement should follow the DMCA process outlined in these Terms, or any equivalent process available under local law.

### 4. SurveyMonkey IP

**4.1. SurveyMonkey IP.** Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content). Except as permitted by SurveyMonkey's Brand and Trademark Use Policy, these Terms do not grant you any right to use SurveyMonkey's trademarks or other brand elements.

### 5. User Content

**5.1. User Content.** The Services display content provided by others that is not owned by SurveyMonkey. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. SurveyMonkey is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

**5.2. Content Review.** You acknowledge that, in order to ensure compliance with legal obligations, SurveyMonkey may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, SurveyMonkey otherwise has no obligation to monitor or review any content submitted to the Services.

**5.3. Third Party Resources.** SurveyMonkey may publish links in its Services to internet websites maintained by third parties. SurveyMonkey does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

### 6. Account Management

**6.1. Keep Your Password Secure.** If you have been issued an account by SurveyMonkey in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not SurveyMonkey, are responsible for any activity occurring in your account (other than activity that SurveyMonkey is directly responsible for which is not performed in accordance with the Customer's instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify SurveyMonkey immediately. Accounts may not be shared and may only be used by one individual per account.

**6.2. Keep Your Details Accurate.** SurveyMonkey occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

**6.3. Remember to Backup.** You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, SurveyMonkey will not be liable for any failure to store, or for loss or corruption of, your Content.

**6.4. Account Inactivity.** SurveyMonkey may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

### 7. User Requirements

**7.1. Legal Status.** If you are an individual, you may only use the Service if you have the power to form a contract with SurveyMonkey. None of the Services are intended for use by individuals less than 13 years old. If you are under 13 years old or do not have the power to form a contract with SurveyMonkey, you may not use the Services. We recommend that parents and guardians directly supervise any use of the Services by minors. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation and that you have duly authorized your agent to bind you to these Terms.

**7.2. Embargoes.** You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by United States or other applicable law from receiving the Services, or are on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals, you are not permitted to purchase any paid Services from SurveyMonkey.

## 8. Acceptable Uses

**8.1. Legal Compliance.** You must use the Services in compliance with, and only as permitted by, applicable law.

**8.2. Your Responsibilities.** You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- (a) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (b) You may not circumvent or attempt to circumvent any limitations that SurveyMonkey imposes on your account (such as by opening up a new account to conduct a survey that we have closed for a Terms violation).
- (c) Unless authorized by SurveyMonkey in writing, you may not probe, scan, or test the vulnerability of any SurveyMonkey system or network.
- (d) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
- (e) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (f) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. SurveyMonkey will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to SurveyMonkey.
- (g) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- (h) Unless authorized by SurveyMonkey in writing, you may not resell or lease the Services.
- (i) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless SurveyMonkey has agreed with you otherwise. You may not use the Services in a way that would subject SurveyMonkey to those industry-specific regulations without obtaining SurveyMonkey's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate business associate agreement with SurveyMonkey that permits you to do so.

## 9. Suspension and Termination of Services

**9.1. By You.** If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating the Agreement for our breach and have so notified us in writing, or unless a refund is required by law.

**9.2. By SurveyMonkey.** SurveyMonkey may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms (such as a failure to pay fees when due), or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. SurveyMonkey may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service. However, there may be time sensitive situations where SurveyMonkey may decide that we need to take immediate action without notice. SurveyMonkey has no obligation to retain your Content upon termination of the applicable Service.

**9.3. Further Measures.** If SurveyMonkey stops providing the Services to you because you repeatedly or egregiously breach these Terms, SurveyMonkey may take measures to prevent the further use of the Services by you, including blocking your IP address.

## 10. Changes and Updates

**10.1. Changes to Terms.** SurveyMonkey may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. Any changes will be posted to the location at which those terms appear. SurveyMonkey may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require SurveyMonkey to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

**10.2. Changes to Services.** SurveyMonkey constantly changes and improves the Services. SurveyMonkey may add, alter, or remove functionality from a Service at any time without prior notice. SurveyMonkey may also limit, suspend, or discontinue a Service at its discretion. If SurveyMonkey discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. SurveyMonkey may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

## 11. Disclaimers and Limitations of Liability

**11.1. Disclaimers.** While it is in SurveyMonkey's interest to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND SURVEYMONKEY DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

**11.2. Exclusion of Certain Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, SURVEYMONKEY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SURVEYMONKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**11.3. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF SURVEYMONKEY, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU TO SURVEYMONKEY FOR USE OF THE SERVICES AT ISSUE DURING THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US\$25.00.

**11.4. Consumers.** We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

**11.5. Businesses.** If you are a business, you will indemnify and hold harmless SurveyMonkey and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your use of the Services or a breach of these Terms, to the extent that such liabilities, damages and costs were caused by you.

## 12. Contracting Entity

**12.1. Who you are contracting with.** Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, SurveyMonkey Inc.

**12.2. SurveyMonkey Inc.** For any Service provided by SurveyMonkey Inc., the following provisions will apply to any terms governing that Service:

- **Contracting Entity.** References to "SurveyMonkey", "we", "us", and "our" are references to SurveyMonkey Inc., located at 101 Lytton Avenue, Palo Alto, CA 94301, United States of America.
- **Governing Law.** Those terms are governed by the laws of the State of California (without regard to its conflict of laws provisions).
- **Jurisdiction.** Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Santa Clara County, California, and the federal courts located in the Northern District of California with respect to the subject matter of those terms.

**12.3. SurveyMonkey Europe Sarl.** For any Service provided by SurveyMonkey Europe Sarl, the following provisions will apply to any terms governing that Service:

- **Contracting Entity.** References to "SurveyMonkey", "we", "us", and "our" are references to SurveyMonkey Europe Sarl, located at 5, rue Jean Monnet, L-2180 Luxembourg.
- **Governing Law.** Those terms are governed by the laws of Luxembourg (without regard to its conflicts of laws provisions).
- **Jurisdiction.** Except if prohibited by applicable law, in relation to any legal action or proceedings to enforce those terms or arising out of or in connection with those terms, each party irrevocably submits to the exclusive jurisdiction of the courts of the city of Luxembourg, Grand Duchy of Luxembourg.

## 13. Other Terms

**Assignment.** You may not assign these Terms without SurveyMonkey's prior written consent, which may be withheld in SurveyMonkey's sole discretion. SurveyMonkey may assign these Terms at any time without notice to you.

**Entire Agreement.** These Terms (including the Additional Terms) constitute the entire agreement between you and SurveyMonkey, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

**Independent Contractors.** The relationship between you and SurveyMonkey is that of independent contractors, and not legal partners, employees, or agents of each other.

**Interpretation.** The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

**No Waiver.** A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

**Precedence.** To the extent any conflict exists, the Additional Terms prevail over this TOU with respect to the Services to which the Additional Terms apply.

**Severability.** If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

**Third Party Beneficiaries.** There are no third party beneficiaries to these Terms.

## 14. Terms for Certain Customers and Countries

**14.1. Language.** These Terms are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

**14.2. Customer-Specific Terms.** The following amendments automatically apply to you upon acceptance of these Terms if you are one of the types of entities identified below:

- If you are a United States Federal Government Agency, this Amendment applies to this Agreement.
- If you are a different type of government entity in the United States, this Amendment applies to this Agreement.

**14.3. Country-Specific Terms.** If you are located in one of the following locations, the terms thereunder apply.

#### Europe

**EU1. Right of Withdrawal.** In certain European countries, you have a legal right to cancel Subscriptions within a certain period of time. For details, see the country-specific terms for your country and our Subscription Cancellation Policy (Europe only).

#### France

**FR1. Overdue Payments.** Overdue payments may result in a penalty at an interest rate equal to 3 times the legal interest rate or the statutory minimum rate, whichever is higher. Additionally, the statutory penalty for collection costs may be payable by you in the event of late payment.

**FR2. Right of Withdrawal.** If you are a consumer, starting from the date your Subscription first starts, you have 14 days to exercise your right of withdrawal without cause, provided that you have not benefited from or started to use the Services before the end of that 14 day period.

**FR3. Media.** The limited license you grant to SurveyMonkey under Section 3.2 (Limited License to Your Content) allows SurveyMonkey to exploit your Content in any form and on any medium, including paper or digital media such as hard disks and flash drives, and by any means or process, including by wired, wireless, or online transmission of digitized or analog data. The duration of such limited license extends only for the legal term of protection of the intellectual property rights attached to your Content.

**FR4. Warranties.** If you are a consumer, statutory warranties and the warranty of merchantability apply to you despite anything to the contrary in these Terms. Any disclaimer of warranties in these Terms does not derogate from any of your statutory warranty rights listed below:

**Article R. 211-4 of the French Consumer Code:** "In contracts entered into between professionals, on the one hand, and, on the other hand, non-professionals or consumers, the professionals cannot contractually warrant the item to be delivered or the service to be rendered without clearly stating that, whatever the circumstances, the legal warranty binding the professional seller to cover the purchaser against any consequences of faults or hidden defects in the item being sold or the service being rendered, applies."

**Article L. 211-4 of the French Consumer Code:** "The seller is required to deliver a product which is conformed to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility."

**Article L. 211-5 of the French Consumer Code:** "To be in conformity with the contract, the product must: (1) be suitable for the purpose usually associated with such a product and, if applicable, correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; [and] have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labeling; or (2) have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to."

**Article L. 211-12 of the French Consumer Code:** "Action resulting from lack of conformity lapses two years after delivery of the product."

**Article 1641 of the French Civil Code:** "A seller is bound to a warranty on account of the latent defects of the product sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them."

**Article 1648 §1 of the French Civil Code:** "The action resulting from redhibitory vices must be brought by the buyer within a period of two years following the discovery of the vice".

**FR5. Limitation.** Section 11.3 (Limitation of Liability) does not apply to you if you are a consumer.

#### Germany

**DE1. Right of Withdrawal.** If you are a consumer, you may withdraw your contractual declaration within 14 days without giving reasons in text form (e.g. by mail, fax, email). The time period commences upon your receipt of this information notice in textual form, but not before the conclusion of the contract and also not before we have met our information requirements as set forth under Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 of the Introductory Act to the German Civil Code and our information requirements under § 312 g paragraph 1, first sentence German Civil Code in conjunction with Article 246 § 3 of the Introductory Act to the German Civil Code. Punctual dispatch of the declaration of withdrawal suffices to observe the withdrawal period. The declaration of withdrawal has to be directed to our customer support team by email to [support@surveymonkey.com](mailto:support@surveymonkey.com) or through our Help Center.

**DE2. Consequences of Withdrawal.** In the case of a valid withdrawal, the mutually received deliverables shall be returned and any benefits obtained, if any (e.g. interest), shall be handed over. To the extent that you are unable to return or, where applicable, to deliver up the received deliverable and benefits obtained (e.g. use and enjoyment) in whole or in part, or only in a deteriorated condition, you may have to compensate us accordingly for loss of value, if any. This may possibly lead to the result that you will nevertheless have to fulfill the contractually owed payment obligations for the time period until withdrawal. Any obligation to reimburse payments must be fulfilled within 30 days. The period for the payment of costs will begin, in your case, with the dispatch of your declaration of withdrawal and in our case, upon receipt of same.

**DE3. Special Notifications.** Your right of withdrawal expires prematurely if the contractual relationship was fully discharged by both sides at your explicit request before you have exercised your right of withdrawal.

**DE4. Termination for Breach.** A failure to comply with these Terms must be material, repeated, or persistent before SurveyMonkey may exercise its right of termination under Section 9.2 (By SurveyMonkey).

DE5. **Specific Works.** SurveyMonkey is not obliged to create any specific works for you.

DE6. **Liability Provisions.** Sections 11.2 (Exclusion of Certain Liability) and 11.3 (Limitation of Liability) do not apply and are replaced with the following: "SurveyMonkey's liability to you for damages caused by slight negligence will, irrespective of its legal ground, be limited as follows: (a) SurveyMonkey will be liable up to the amount of foreseeable damages typical for this type of contract for a breach of material contractual obligations; and (b) SurveyMonkey shall not be liable for a breach of any non-material contractual obligations nor for the slightly negligent breach of any other applicable duty of care. The foregoing limitations of liability, as well as any other limitations of liability contained in these Terms, will not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused personal injuries. Additionally, such limitations of liability will not apply if and to the extent that SurveyMonkey has assumed a specific guarantee. The foregoing shall apply accordingly to SurveyMonkey's liability to you for futile expenses. You are obliged to take adequate measures to avert and reduce damages."

#### Japan

JP1. **Privacy Disclosures.** You agree that you are responsible for notifying the respondents of any surveys that you create through the Services about how SurveyMonkey may use the respondents' survey responses and personal data as described in the Privacy Policy and obtaining a prior consent for disclosing personal data to SurveyMonkey from the respondents of your surveys.

JP2. **Liability.** Sections 11.2 (Exclusion of Certain Liability) and 11.3 (Limitation of Liability) shall not apply in relation to the damages caused by the willful misconduct or gross negligence of SurveyMonkey, its affiliates, officers, employees, agents, supplier, or licensors.

#### Korea

KR1. **Right of Withdrawal.** If you are a consumer, you may withdraw your Subscription within 7 days of the date your Subscription first starts (or the date a copy of these Terms are made available to you, if later), provided that you have not benefited from or started to use the Services before the end of that 7 day period. If you withdraw your Subscription under this paragraph, the fees you paid for that Subscription will be refunded within 3 business days of receiving your notice of withdrawal.

KR2. **Assignment.** Despite anything to the contrary in these Terms, if you are a consumer, we will provide you with advance notice of assignment and an opportunity to terminate these Terms as required by Korean law.

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CITY OF GLENDALE, an Arizona  
municipal corporation



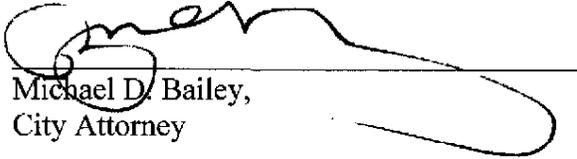
Richard A. Bowers,  
Acting City Manager

ATTEST:



Pamela Hanna, (SEAL)  
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey,  
City Attorney