Kalever Free Trial Terms of Service

1. Introduction

These Terms govern the use of Kalever's Platform ("Platform") during the 14-day free trial period ("Free Trial"). By accessing or using the Platform during the Free Trial, you ("User") agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Platform.

2. Free Trial Eligibility

The Free Trial is available to new users only. Existing Kalever customers are not eligible. Users from the same company can sign up only once. The limit is one Free Trial per user from one company. A second user from the same company cannot join the Free Trial.

3. Free Trial Features

During the Free Trial, users will have access to the following features:

- Survey Creator
- TrackEntry
- Survey Editor
- Version Review
- Language Manager

Platform usage during the free access period will be limited to demo purposes, and Kalever reserves the right to restrict excessive usage.

4. Data Protection and Privacy

Kalever will process personal data in compliance with applicable data protection laws, including GDPR. Users' data collected during the Free Trial may be retained for internal analysis or deleted upon the trial's expiration. Further information on data protection and policy can be found in the <u>Privacy Policy</u>. Participant information will only be used for the purposes of administering the Free Trial and will not be shared with third parties without consent.

5. Payment Information

Participation in the Free Trial is not tied to the purchase of any product or service offered by Kalever Ltd. No payment information will be required to start the Free Trial.

6. Automatic Renewal

The Free Trial will not automatically renew into a paid subscription. After the Free Trial ends, our sales team will reach out to users for feedback and provide an offer based on the tools they would like to continue using.

7. Cancellation

Users may cancel the Free Trial at any time without notice or penalty.

8. Account Access

At the end of the Free Trial period, users will not lose access entirely. They will be able to log in but will not be able to use any tools or features until they decide how they want to proceed with our sales team. Their survey documents, uploaded documents, and any changes made within the Platform will be retained but not available after the Free Trial ends unless the subscription is renewed.

9. Intellectual Property

By participating, you grant Kalever a non-exclusive, royalty-free license to use any comments, suggestions, or feedback shared during the Free Trial period for internal improvements, marketing, and promotional purposes. Feedback usage may include public testimonials and will be used for internal improvements. There will be no conflict with GDPR compliance regarding feedback use.

10. Disclaimer of Warranties

The Platform is provided "as is" and "as available" without warranty of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Kalever does not warrant that the Platform will be uninterrupted or error-free, that defects will be corrected, or that the Platform or the server that makes it available are free of viruses or other harmful components.

11. Limitation of Liability

In no event shall Kalever be liable for any indirect, incidental, special, consequential, or punitive damages, including, without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) the use of or inability to use the Platform; (ii) the cost of procurement of substitute goods or services; or (iii) any other matter relating to the Platform, even if Kalever has been advised of the possibility of such damages.

12. Dispute Resolution

Any disputes arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the EU without regard to its conflict of law provisions. Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the courts of the EU.

13. Governing Law

These Terms shall be governed by and construed in accordance with of the laws of the EU, and any disputes will be subject to the exclusive jurisdiction of the courts of the EU.

14. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

15. Entire Agreement

These Terms constitute the entire agreement between you and Kalever with respect to the Free Trial and supersede all prior or contemporaneous communications, representations, and understandings, whether oral or written.

16. Changes to Terms

Kalever reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Platform. Users will be informed of changes via email. Your continued use of the Platform following the posting of any changes to these Terms constitutes acceptance of those changes.