

Vision Critical Sparq Next

Terms and Conditions

Sparq Next is an Insight Community website (the “**Website**”) owned and hosted/developed by **Vision Critical Communications Inc., “Vision Critical”** (<http://www.visioncritical.com>). By choosing to participate in activities conducted on the Sparq Next Website you agree to be bound by, and to act in accordance with, these Terms and Conditions.

Confidentiality

Your participation in Sparq Next is personal and non-transferable. From time to time, on the Website, we may provide you with information that is not known to the general public. Such information will be considered confidential and you may not disclose to others any of the information that we disclose to you or any ideas or information that are generated in Sparq Next.

Notification of Changes

We may revise these Terms and Conditions from time to time by updating this posting. Please visit the Terms and Conditions area each time you visit the Website to keep up to date with the current terms regarding your use of the Website. Any future changes to these terms and conditions will be posted on the Sparq Next Website and your use of the Website reaffirms your continuing agreement to the then-current Terms and Conditions.

Assignment

You irrevocably assign to Vision Critical all rights in any ideas or expressions of ideas that you provide to Sparq Next in any and every form or media. All comments, suggestions, graphics, ideas (including product and advertising ideas), and other information or materials that you submit to Vision Critical or otherwise communicate through this Website will become and remain the exclusive property of Vision Critical, including any future rights associated with such submissions, even if these Terms and Conditions are later modified or terminated. This means that you disclaim any proprietary rights in such submissions, and you acknowledge Vision Critical unrestricted right to use them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. It also means that with the exception of your personal information, Vision Critical has no obligation to keep your submissions confidential.

You further release and waive all claims against Vision Critical with respect to any intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability under any and all applicable laws. You agree to release, indemnify and hold Vision Critical harmless from all claims, actions, damages, costs, judgments, penalties or expenses of any kind whatsoever (including reasonable attorneys' fees and expenses of adjudication and settlement), as may be obtained against, suffered by or imposed upon Vision Critical and/or its affiliates and any of their respective officers, directors, agents or assigns for any claim for its use of any information you provide through Sparq Next that was proprietary, confidential or protected by the laws of any jurisdiction.

The Purpose of Sparq Next

The purpose of Sparq Next is to connect Vision Critical's existing and prospective customers together globally to share best practices, discuss challenges in the market research and other industries, and provide product and service feedback to Vision Critical. Note, Sparq Next is not a Vision Critical customer service channel. If you have any questions or concerns regarding an account at Vision Critical or otherwise require the assistance of a Vision Critical representative, you agree to submit any such requests through your Vision Critical representative.

Vision Critical will not sell or otherwise share your personal information and will only use the information you provide in order to assist Vision Critical's in administering and organizing feedback from Sparq Next participants, and Vision Critical reserves the right to use it in accordance with our privacy policy, as discussed below. Vision Critical's Privacy Policy is available for reference here:

<https://www.visioncritical.com/trust/policies/>

Privacy

Information on our practices regarding the use and processing of personal information that we collect via Sparq Next is in Vision Critical's [Privacy Policy](#). By participating in Sparq Next, you agree to the terms of Vision Critical's Privacy Policy.

Code of Conduct

You agree not to upload, post or transmit to or distribute or otherwise publish through the Website any materials which (i) restrict or inhibit any other user from using the Website, or contain a virus or other harmful component, (ii) violate any applicable laws or violate or infringe any rights of third parties (including copyright, trademark, rights of privacy or publicity or any other proprietary right), or (iii) are not appropriate or pertinent to the purpose of the Website or are libelous, defamatory or offensive. You will agree to abide by the copyrights, trademarks and other intellectual property and proprietary rights of Vision Critical.

You agree to abide by these rules of conduct:

- You must keep confidential all information that is shared within Sparq Next.
- Vision Critical has the right to use the ideas and information that you put forth in Sparq Next in any manner and for any purpose that it desires, in its sole discretion, including commercial exploitation.
- You agree not to use behavior that does not support a safe and comfortable environment for all members, or to engage in any proselytizing or commercial activity.
- You agree not to copy or download any material from Sparq Next unless directed to specifically do that as part of an activity.
- You agree to receive emails from Sparq Next regarding Sparq Next activities.
- You understand that no personal information that you post on this Website will be sold, traded, shared with other organizations, or used for any purpose other than marketing research. However, it will be visible to Vision Critical Community facilitators, researchers, and to other Sparq Next participants.
- You agree not to post any of the following: material that advocates illegal activity, advertising or any form of commercial solicitation, or copyright-protected files.
- Vision Critical does not endorse information posted by participants in Sparq Next.

Links to Third Party Sites

This Website may contain links to other websites for informational purposes and are not intended to suggest any affiliation with Vision Critical unless expressly stated. The reliability, availability and performance of these other websites are beyond our control and unless such websites are provided by Vision Critical and under its control, Vision Critical makes no representations or warranties with respect to such websites.

No Duty to Monitor

Vision Critical is not responsible for content provided by participants. Vision Critical is not obligated to prescreen content posted within Sparq Next, however, Vision Critical does retain the right to refuse to post, redact or delete any content for any reason whatsoever but, notwithstanding this right, is not responsible for any failure or delay in removing material.

Participation

Your participation in and access Sparq Next activities and the Sparq Next Website is strictly at the discretion of Vision Critical and may be revoked at any time without cause and without notice. You hereby release Vision Critical from any and all liability that may arise in connection with your use of and/or participation in Sparq Next activities and the Sparq Next Website.

Warranty

This Website is provided "as is". Vision Critical does not make any representations or warranties of any kind whatsoever for the content on this website. With respect to the operation of the Website, Vision

Critical expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to all implied warranties of merchantability or fitness for a particular purpose, title and noninfringement.

Vision Critical makes no warranty that (i) the operation of the Website will meet the user's requirements; (ii) access to the Website will be uninterrupted, timely, secure, free of viruses, worms, trojan horses or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the Website will be accurate or reliable; or (iv) defects will be corrected.

Limitation of Liability

Under no circumstances shall Vision Critical be liable for any damages, liability, losses or injury, including any direct, special, incidental, consequential, punitive or other damages, that may result from the use of, or the inability to use, the Website or any materials in the Website, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the Website or information available in the Website, even if advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, trojan horse or other harmful component. You agree to release as to any claim you or any person asserting any claim derived from or through you and to defend, indemnify and hold Vision Critical harmless from any claim or demand made by any third party due to or arising out of your participation in Sparq Next activities and the Sparq Next Website and/or any breach by you of the provisions of these Terms and Conditions. The only damages for which Vision Critical may be liable are actual, out-of-pocket, reasonable dollar damages directly and actually incurred solely by reason of Vision Critical's gross negligence or intentional misconduct and for no other reason.

Jurisdiction

These Terms and Conditions and any disputes arising under or related to these Terms and Conditions (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of British Columbia. You agree to submit to jurisdiction in Vancouver, British Columbia in respect of any disputes that arise under or related to these Terms and Conditions.

Contact Information

If you have any questions or issues with using this site, please contact: support@sparqnext.com