

## **Terms and Conditions**

### **Agreement between User and <https://inclivio.com>**

Welcome to <https://inclivio.com>. The <https://inclivio.com> website (the "Site") is comprised of various web pages operated by Pingr Tools, LLC ("Inclivio"). <https://inclivio.com> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://inclivio.com> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://inclivio.com> is an E-Commerce Site.

Inclivio gives researchers ("Researcher") the ability to schedule notifications for online longitudinal and intensive longitudinal survey research projects and research participants ("Participant") the ability to receive SMS and/or email notifications directing them to third party survey platforms. Researchers can use Inclivio to enroll participants in their study, schedule survey notifications, and track survey completion. Participants can use Inclivio receive study notifications and monitor their own study progress.

### **Privacy**

Your use of <https://inclivio.com> is subject to Inclivio's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting <https://inclivio.com> or sending emails to Inclivio constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Inclivio is not responsible for third party access to your account that results from theft or misappropriation of your account. Inclivio and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

To request deletion of your account, please email [support@inclivio.com](mailto:support@inclivio.com) with this request.

### **Children Under Thirteen**

Inclivio collects personally identifiable information from children under the age of thirteen. Inclivio collects this information for the following reason(s): Inclivio collects the following information from all users: first name, last name, email address, phone number, and time zone. Participants of all ages are able to create accounts on Inclivio, including those under 13 years of age. Inclivio uses this information for the purpose of account creation and sending of SMS and email notifications. When Participants enroll in a project on Inclivio, their first name, last name,

email address, phone number, and time zone are displayed to the Researcher who administers that project. Inclivio may share this information with third parties for communicating with you in relation to services and/or products you have requested from us.

If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement. If you are under 18, you may use <https://inclivio.com> only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

Researcher's may request a refund of their remaining project balance in writing by emailing [support@inclivio.com](mailto:support@inclivio.com). Inclivio is provided free-of-charge to Participants.

### **Links to Third Party Sites/Third Party Services**

<https://inclivio.com> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Inclivio and Inclivio is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Inclivio is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Inclivio of the site or any association with its operators.

Certain services made available via <https://inclivio.com> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://inclivio.com> domain, you hereby acknowledge and consent that Inclivio may share such information and data with any third party with whom Inclivio has a contractual relationship to provide the requested product, service or functionality on behalf of <https://inclivio.com> users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://inclivio.com> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Inclivio that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Inclivio or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Inclivio content is not for resale. Your use of the Site does not entitle you to make any

unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Inclivio and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Inclivio or our licensors except as expressly authorized by these Terms.

### **Hateful Conduct Policy**

You may not promote violence against or directly attack or threaten other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease. We reserve the right to terminate accounts whose primary purpose is inciting harm towards others on the basis of these categories. You may not use your study name, study description, or any other information on Inclivio to engage in abusive behavior such as targeted harassment or expressing hate towards a person, group, or protected category. We also reserve the right to terminate your account if you are using the Site for unlawful purposes.

If you become aware of a user using the Site for unlawful or otherwise hateful purposes, please report this immediately by emailing [support@inclivio.com](mailto:support@inclivio.com).

### **International Users**

The Service is controlled, operated and administered by Inclivio from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Inclivio Content accessed through <https://inclivio.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Inclivio, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Inclivio reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Inclivio in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE

OTHER. Further, unless both you and Inclivio agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. INCLIVIO AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INCLIVIO AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF INCLIVIO OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

Inclivio reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent

permitted by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Inclivio as a result of this agreement or use of the Site. Inclivio's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Inclivio's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Inclivio with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Inclivio with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Inclivio with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Inclivio reserves the right, in its sole discretion, to change the Terms under which <https://inclivio.com> is offered. The most current version of the Terms will supersede all previous versions. Inclivio encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Inclivio welcomes your questions or comments regarding the Terms:

Pingr Tools, LLC  
Seattle, Washington

Email Address:  
[support@inclivio.com](mailto:support@inclivio.com)

Effective as of February 15, 2025