

Privacy, Terms & Conditions

The privacy, terms and conditions of the web form builder Data2Forms is governed by the Data2Dimensions [privacy terms](#) and conditions policy which applies as follows:

Confidentiality D2Forms will treat your content as confidential information and only sees and disclose it in accordance with these terms. However, your content is not regarded as confidential information if such content:

- a) Is or becomes public.
- b) Was lawfully known or public to others or Data2Dimensions/D2Forms previously receive it from you or others.
- c) Is received by Data2Dimensions/D2Forms from a third party without knowledge of breach of any obligation owed to you.
- d) Was independently developed by Data2Dimensions/D2forms without reference to your content.
- e) D2Forms may disclose your content when required by law or for legal process.
- f) Credit Card Processing. Our integrations with 3rd party payment gateways are processing only transactions. Data2Dimensions/D2Forms does not store or log any sensitive cardholder data provided by you or your forms users. We follow industry standard best practices to protect the security of each cardholder data during processing and transmission.

Security D2Forms will store and process your content in a manner consistent with industry security standards. D2Forms is implemented with appropriate technical, organizational and administrative systems, policies and procedures designed to help ensure the security, integrity and confidentiality of your content and to mitigate the risk of unauthorized access to or use of your content.

PERSONAL INFORMATION ABOUT USERS AND RESPONDENTS:

D2Forms is used by D2Forms “Users” and by D2Forms “Respondents”. The information we receive from Users and Respondents and how we handle it differs, as set out below.

A) D2FORMS USERS: As a User, we collect information relating to you or your company and the various uses of our services from many sources:

(i) Information we collect directly from the User or related users of the Platform

- a) **Registration information:** The information you provide to us when you register or open an account.
- b) **User Account settings:** You can view and edit various preferences and personal details on the settings under “My Account”. For example, your default language, D2Forms name, and D2Forms URL.
- c) **Other data you want to share:** We may collect your personal information or data if you submit it to us in other contexts as testimonials or participation on a contest with D2Forms.

(ii) Information we collect about the User indirectly or passively when interacting with us or other affiliated partners or sub contracted businesses

a) **Device and application data:** D2Forms collects data from the device(s) and application(s) the User uses to access our services, such as the IP address and browser type. We may also infer the geographic location based on the User IP address.

b) **Referral data:** if the User arrives at a D2Forms website from an external source (such as a link on another website or in an email), we record information about the source that referred the User to us.

c) **Information from third parties:** D2Forms may collect user personal information or data from third parties if the user gives permission to those third parties to share such information with us.

d) **Information from cookies and page tags:** D2Forms uses third party tracking services that employ cookies to collect aggregated and anonymized data about visitors to our websites. This data may include usage and user statistics

B) D2Forms RESPONDENTS: As a Respondent, when you respond to D2Forms hosted by D2Forms, we collect, on behalf and upon instructions of the D2Form's Users, information relating to you and your use of our services from a variety of sources:

(i) Information we collect directly from the Respondent: D2Forms responses

We collect and store the D2Forms's responses from Respondents. The D2Form User is responsible for that data and manages it. The D2Forms User is usually the same person that invited the Respondent to take the D2Forms and sometimes they have their own privacy policy. When responding to a D2Forms you may provide personal information or data. Please note that D2Forms is not responsible for the content of that D2Forms.

(ii) Information we collect about the Respondent from other sources

a) **Device and application data:** D2Forms may collect data from the device and application the Respondent uses to access our services, such as, among others, the IP address, browser type and operating system. We may also infer the geographic location based on the Respondent IP address.

b) **Referral data:** D2Forms may record information about the source that referred the Respondent to a D2Forms (i.e. a link on a website or in an email).

c) **Email address:** D2Forms records the email address if the User provides it to us in order to send the Respondent a D2Forms invitation email.

Note: Your data is not disclosed to any third party except (i) for providing the services you requested and for which D2Forms collaborates with third parties, (ii) when we have your permission, (iii) when it is required by a competent authority in the exercise of its duties (for example in order to investigate, prevent, or take action regarding illegal activities), or (iv) as otherwise required by law.

D2Forms “Your” account and “Your” Responsibilities

- 1) **You retain ownership of your content:** you retain ownership of all your intellectual property rights in your Content. D2Forms 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.
- 2) **No automated account registration.** Accounts registered by “bots” or other automated methods are not permitted and are subject to termination.
- 3) **User content:** you are responsible for your own content and you ensure that you have all the rights and permissions needed to use that content in connection with the services. D2Forms is not responsible for any action you take with respect to your content. Including sharing it publicly.
 - 3.1) The user accepts that the services may display content provided by others that is not owned by D2Forms. Such content is the sole responsibility of the entity that makes this content available.
 - 3.2) 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.
 - 3.3) D2Forms is not responsible for any actions you take with respect to your Content, including sharing it publicly.
 - 3.4) 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.
 - 3.5) The user acknowledges that, in order to ensure compliance with legal obligations, prevent phishing or fraud or when unlawful content is reported to us. D2Forms may be required to review certain submitted to the Services to determine whether it is illegal or whether it violates these Terms and Conditions of Use.
 - 3.6) D2Forms reserves the right to modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms and Conditions of User or any Specific Condition. However, the User accepts that D2Forms has no obligation to monitor or review any content submitted to the Services.
 - 3.7) You are responsible for all activities that occur via your account. Please notify D2Forms immediately if you become aware of any unauthorized use of your account. You may not (a) Share your account information (except with an authorized account administrator or (b) use another person’s account.
- 4) **Intellectual property:**
 - Forms Gallery:** In the course of using the D2Forms website, you may create certain templates, graphics or form documents (collectively, the “Form Content”) and load or post such documents into the D2Forms gallery (“Form Gallery”) for other users. By making such form content available on the Form Gallery, you grant to D2Forms a worldwide, irrevocable, perpetual, royalty-free, transferable and sub-licensable, non-exclusive right to use, copy, modify, distribute, display, perform, create derivative works and exploit that Form Content in connection with Data2Dimensions operation of D2Forms.

D2Forms User Requirements.

1. **Embargoes.** You may only use the services if you are not barred under any applicable laws from doing so.

2. **Acceptable use**

2.1) You must use the services in compliance with, and only as permitted by, applicable law.

2.2) **You must comply with the following requirements when using the services:**

- a) You may not purchase, use or access the services for the purpose of building a competitive product or service or for any other competitive purposes.
- b) 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.
- c) You may not or attempt to circumvent any limitations that D2Forms imposes on your account (such as by opening up a new account to conduct a survey that we have closed or a terms violation).
- d) Unless authorized by Data2Dimensions writing, you may not probe, scan or test, the vulnerability of any Data2Dimensions and D2Forms systems or network.
- e) Unless permitted by application law, you may not deny others access to , or reverse engineer, the services or attempt to do so
- f) You should not interfere with or attempt to interfere with, the access of any user, host or network including without limitation, transmitting any viruses, malware, spamming or other types of malicious software or links to such software through the services. This will lead to the termination of your account from D2Forms.
- g) It is strictly prohibited to use any meta tags or other hidden text or metadata utilizing the service or a D2Forms trademark, logo, or url without D2Forms's express written consent.
- h) You may not send any unsolicited or unauthorized spam, advertising messages, promotional materials, email, junk mail, chain letters or other form of solicitation.
- i) Do not tamper with or use non-public areas of the service, our computer systems or the technical delivery systems of our providers.
- j) You may not use the Services to infringe the intellectual property rights of others or to commit an unlawful activity.
- k) Unless authorized by Data2Dimensions in writing, you may not resell or lease the services.
- l) If you use of the services requires you to comply with industry specific regulation applicable to such use, you will be solely responsible for such compliance, unless Data2Dimensions has agreed with you otherwise. You may not use the services in a way that would D2Forms to those industry specific regulations without obtaining Data2Dimensions prior written agreement. Example. You may not use the services to collect, protect or otherwise handle " protected health information" without entering into a separate business associate agreement with Data2Dimensions that permits you to do so .

Cancellation or TERMINATION of Services.

BY You

1. You are responsible for properly canceling your D2Forms account. You can cancel your D2Forms account at any time through your account management page. **Follow posted instructions**
2. Any cancellation of your D2Forms account will result in the deactivation or deletion of your account or your access to your account and the forfeiture of all data stored in your account.
3. Account cancellations are confirmed immediately and you will not be charged again for that unless you purchase a new D2Forms subscription.
4. You will not provide of any refunds for unused time in your billing cycle.

BY D2Forms

1. Data2Dimensions may terminate your subscription at the end of the billing cycle by providing at least 30 days' prior written notice to you.
2. Data2Dimensions may suspend performance or terminate your subscription for any of the following reasons:
 - a) You have materially breached these terms and failed to cure that breach within 30days after Data2Dimensions has so notified you in writing.
 - b) You cease your business operations or become subject to insolvency proceedings and the proceedings are dismissed within 90days.
 - c) You fail to pay fees for 30 days i.e. the next subsequent month.
 - d) Additionally, D2Forms may limit or suspend the services to you if you fail to comply with these terms, or if you use the services in a way that causes legal liability to us or disrupts others' use of the services. D2Forms may also suspend providing the services to you if we are investigating suspected misconduct by you.
 - e) If we limit, 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 situation where D2Forms will use commercially reasonable efforts so narrow the scope and duration of any limitation or suspension under this Sections as is needed to resolve the issue that prompted such action.
 - f) D2Forms has no obligation to retain your Content upon termination of the applicable service.
 - g) **Further measures.** If D2Forms stop providing the services to you because you repeatedly or egregiously breach these terms, D2Forms may take measures to prevent the further use of the services by you, including blocking you IP address.
 - h) **Account inactivity.** D2forms may terminate your account and delete any content in it if there is on account activity for over 6 months. However we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to account and take appropriate actions.

Changes and updates:

Change of terms: D2forms may change these terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates of services and/or account for new services or functionality.

The most current version will always be posted on the D2Forms website.

In order for certain changes to become effective, applicable law may require Data2Dimensions to obtain your consent to such changes or to provide you with sufficient advance notice of them, if you don't 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.

Change of services:

- a) Data2Dimensions constantly changes and improves the services. Data2Dimensions may add, alter or remove functionality from a service at any time without prior notice; Data2Dimensions may also limit, suspend or discontinue a service at its discretion. If Data2Dimensions 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.
- b) Data2Dimensions may remove content from the services at any time in our sole discretion, although we will endeavor to notify you before we that if it materially impact you and is practicable under the circumstances.

Disclaimers and/or Limitations of Liability:

Disclaimers: while it is in Data2Dimensions interest to provide you with great experience when using the services, there are certain things we do not promise about them.

- 1) 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 to the EXTENT Permitted by APPLIABLE LAW.
- 2) THE SERVICES ARE PROVIDED "AS is" basis and to the full extend permissible by applicable law, D2Forms and its PARENTS, LICENSORS, PARTERS, AFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS and all the owners of the content, (And Data2Dimensions does) will not make warranties of any kind, express, implied, or statutory, including those of merchantability, fitness for a particular purpose and non-infringement or any representations regarding availability, reliability, or accuracy of the services.
- 3) The service and the content available will be free of viruses or other harmful components.
- 4) You expressly agree that you use of the service is at your sole risk. We reserve the right to restrict or terminate your access to the service or any feature or part thereof at any time. The D2Dimensions and D2Froms parties assume no responsibilities for the deletion, mis-delivery, or failure to store or transfer any content or personalization settings.

Exclusion of certain liability:

To the extent permitted by applicable law, D2FORMS, its AFFILIATED, OFFICERS and EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS will not be liable for

- A) Any indirect, consequential, special, incidental, punitive or exemplary damages whatsoever or any...
- B) ... Loss of use, data, business, revenues or profits (in each case whether direct or indirect), 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 D2forms has been advised of the possibility of such damages and even if a remedy fails of its essential purpose.

SOCIAL MEDIA AND THRID PARTY PLATFORMS

The services may include functionality that allows you to access and post content to Social Media and third parties platforms regarding your activities on the service. If you choose to use this functionality D2Forms may:

- 1) Have access to certain information that you make available through the applicable social media or third parties platforms and the applicable social media and third party platforms has made available to D2Forms.
- 2) Post status messages, notes, photos, videos, and other materials to the applicable social media to third party platform on your behalf.
- 3) By connecting D2Forms account with your account on Social Media or Third Party platform, you grand us permission to access and the information that you make available through the applicable Social Media or third party platform and that the applicable Social Media or the Third Party platform has made available to D2Forms, in accordance with the privacy or other settings that are applicable to your Social Media or Third Party platform account. For more information on how you can manage the information provided to D2Forms by the applicable Social Media or Third Party Platform, please review the privacy settings applicable to you Social Media or Third Party Platform.
- 4) Social Media or third party platforms are not partners or representatives of Data2Dimensions and D2FORMS is not responsible for the acts or the omissions of any Social Media or third party platform in connection with your account with the applicable Social Media or third party platform.
- 5) In the event that you share or post content to a Social Media or Third party platform through the service, you agree to comply with all terms of use, policies and guidelines established by the applicable Social Media or Third Party Platform with regard to the content you post. You also agree to be solely responsible and liable for any claims arising as a result of sharing or posting any content to any Social Media or Third Party Platform.
- 6) Some services provide features that allow you to Share you content with other users or to make it public. "Share" means to email, post, transmit, upload or otherwise make available (whether to us or other users) through your use of the Service. Other users may use, copy, modify, or – share your content in many ways. Please consider carefully what you choose to Share or make public as you are entirely responsible for the content.

Subscriptions and Payment

1. Fees for services. You agree to pay to D2Forms any fees for each service you purchase or use, 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 are non-refundable.

2. Subscriptions. Paid Subscription to Data2Forms: That means you will notified in Advance before expired of the subscription period. You may cancel your Data2Forms Subscription at any time; in which case your subscription will be terminate immediately. However there will be no refunds or credits for partial months remaining on your D2Forms subscription or upgrade/ downgrade refunds.

3. Taxes. Unless otherwise stated, you are responsible for any taxes or duties associated with the sale of the services. If Data2Dimensions is obliged to collect or pay taxes that taxes will be invoiced to you, unless you provide D2Forms with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged.

4. Credit Card details. If you have elected to pay the fees for the D2Forms subscription by credit card, you warrant that the credit card information you provide is correct and you shall promptly notify D2Forms of any changes to such credit card information. You agree that if your credit card payment cannot be processed for any reason, Data2Dimensions may suspend or cancel your D2Forms subscription.

5. Downgrades. Downgrading your D2Forms account plan may cause the loss of content, features or capacity of your account. To the extent permitted by applicable law, Data2Dimensions does not accept any liability for such losses.

6. Price Changes. D2Forms may change the fees charged for the services at any time, provided that, for services billed on subscription basis, the change will become effective only at the end of the billing cycle of your subscription.

Note: Agreeing to terms and conditions of D2forms/Data2Dimensions applications, services and products you and/or your company are agreeing to fulfilled and accept to any changes that our company and company partners and subcontractors of Data2Dimensions/Data2Forms use to improve any of our products and services at any time. Please check our updates regularly.