

SODA Mobile License

THIS DOCUMENT IS A LEGAL AGREEMENT BETWEEN YOU AND FORSTA ("FORSTA"). BY CLICKING "ACCEPT" YOU CONFIRM THAT YOU ARE OVER ANY MINIMUM AGE SPECIFIED BY LOCAL LAW FOR USE OF THIS SOFTWARE, AND THAT YOU HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS HEREIN.

1. Use. Provided that you agree to the terms and conditions herein, you are permitted to install Forsta's software (the "Software") on a mobile device for the purpose of participating in or responding to surveys.
2. Acknowledgements and Covenants. You hereby agree not to use the Software for any purpose contrary to any statute, ordinance, or federal, state, or local law applicable to you.
3. Title, Ownership, and Intellectual Property Rights. Title, ownership rights, and intellectual property rights in and to the Software belong to Forsta and its licensors. The Software is protected by the copyright laws of Canada, the United States, and international copyright treaties. This agreement gives you no rights to the Software, other than the right to use the Software, as set forth in this agreement.
4. Limitation of Liability. YOU ARE USING THE SOFTWARE AT YOUR SOLE RISK. THE SOFTWARE IS PROVIDED "AS IS" AND FORSTA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE WHETHER AS TO THE ACCURACY, RELIABILITY, SUITABILITY, FUNCTION, ABSENCE OF ERRORS, SECURITY, OR OTHERWISE WHATSOEVER AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING FORSTA SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL FORSTA OR ITS AFFILIATED COMPANIES, DIRECTORS, EMPLOYEES, OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OR LOSS ARISING FROM YOUR USE OR INABILITY TO USE THE SOFTWARE OR FOR ANY LOSS OR DAMAGE WHETHER CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE SOFTWARE INCLUDING, BUT NOT LIMITED TO BREACH OF PRIVACY OR CONFIDENTIALITY, DAMAGE TO THE MOBILE DEVICE OR ANY SOFTWARE OR HARDWARE, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF CAUSED BY THE NEGLIGENCE OF FORSTA AND EVEN IF FORSTA HAD THE KNOWLEDGE OF THE POSSIBILITY OF SUCH LIABILITY, LOSS, OR DAMAGE. FORSTA MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE EXPRESS OR IMPLIED WITH RESPECT TO THE CONTENTS OR RESULTS OF ANY SURVEY OR THE DATA OR RESPONSES COLLECTED.
5. Indemnity. You agree to indemnify and hold Forsta and its affiliated companies, directors, employees, and contractors harmless from any and all actions, causes of action, suits, demands or claims whatsoever arising directly or indirectly out of your use of the Software.
6. Governing Law. This agreement will be governed and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein and you agree to submit to the non-exclusive jurisdiction of the British Columbia courts.
7. Location Based Information. You acknowledge and understand that although the Software has the ability to collect location based information, it will only do so if you expressly authorize it to do so.
8. Information. You acknowledge and understand that the only information that we will collect from you is the information that you actively provide. The Software does not have passive tracking abilities.
9. Third Party. You acknowledge and understand that we have licensed the Software to a third party client (the "Third Party"). We will not do anything with the information that you provide other than deliver it to the Third Party. The Third Party is solely responsible for the use, collection, and storage of such information. Should you have any questions regarding the survey or the use of the information, you must contact the Third Party.
10. Complete Agreement. This agreement is the complete and exclusive statement of the agreement between you and Forsta.