

NEXTANALYTICS CORPORATION

Terms of Service

By Creating an account with **NEXTANALYTICS** corp., you agree to be bound by the terms of service and become a party to this agreement. If you do not agree to the terms of this agreement, do not create your account.

Last Updated: Feb 3, 2017

The **NEXTANALYTICS** website and services made available from www.NEXTANALYTICS.COM, and any web url identified as nextanalytics.com, are owned and operated by **NEXTANALYTICS CORPORATION** (“**NEXTANALYTICS**,” “we,” “our,” or “us”).

NEXTANALYTICS CORPORATION is an Ontario (Canada) based company incorporated in 2007. It operates solely out of Ottawa, Canada’s capital city.

Welcome to **NEXTANALYTICS**. These Terms of Service (the “Terms”) are a binding legal agreement between you and **NEXTANALYTICS** corp. (“**NEXTANALYTICS**” or “we,” “our” or “us”), regarding your use of our websites (www.nextanalytics.com), and our services (the websites and services are collectively referred to as the “Service”). Please read these Terms carefully.

In addition, when using certain features of the Service you also will be subject to the guidelines, terms, and agreements applicable to such features (“Policies”). All such Policies are incorporated by reference into these Terms. If these Terms are inconsistent with any Policy, the terms in the Policy will control.

We may periodically make changes to these Terms. We will notify registered users of changes by posting updates to www.NEXTANALYTICS.COM. By using the Service, you accept these Terms and any modifications that we may make to these Terms. It is your responsibility to review the most recent version of the Terms frequently and remain informed of any changes to it. If you continue to use the Service after we modify these Terms, you will be deemed to have consented to terms of the modified Agreement for your use of the Service as of the date of the modification. If you do not agree to any provision of these Terms, you must not use the Service.

1. THE SERVICE

NEXTANALYTICS provides an analytics and reporting solution that helps marketers collect social media and online marketing data and create beautiful, custom reports on their own desktop, and, in some cases, online.

The **FREE** version is a reduced quota, reduced feature set, and un-supported copy of the **PRO** version.

The details of the difference between the two is un-published and will change from time to time without notice, perhaps even for individual accounts.

2. ELIGIBILITY

You must be 18 years of age or older to use the Service. Use of the Service is void where prohibited. You represent and warrant that any information you submit is true and accurate and that you are 18 years of age or older and are fully able and competent to enter into, and abide by these Terms. The Services are not intended for those under the age of 18.

3. ACCOUNT REGISTRATION

You must register to use certain features of the Services. When you register, you agree to (a) provide accurate, current and complete information about you as may be prompted by registration forms on the Service (“Registration Data”); (b) maintain the security of any logins, passwords, or other credentials that you select or that are provided to you for use on the Service; (c) maintain and promptly update the Registration Data, and any other information you provide to us, and to keep all such information accurate, current, and complete; and (d) notify us immediately of any unauthorized use of your account or any other breach of security by emailing us at support@nextanalytics.com.

4.1 NEXTANALYTICS FREE VERSION

We may offer you the use of **NEXTANALYTICS FREE VERSION**.

1. There will be files with data, access tokens, and email Id on your computer.
2. There will also be copy of your data, access tokens, and email Id on a web server controlled by us and operated by Microsoft.com as part of its Azure product line. This will be a combination of cloud.nextanalytics.com and app.nextanalytics.com.
3. Periodically, we will send an email or popup a dialog box in the program, with a request for you to provide feedback to us. At our sole discretion, we might choose to publish your response. If you don’t respond or we deem your response un-acceptable we may cancel your account.
4. Periodically, we might popup a dialog box, or send you marketing offers.
5. Periodically, we might request that you to uninstall and the re-install the **NEXTANALYTICS FREE VERSION** software on your computer.
6. Periodically, we might send email to you (and only you) with a report as an attachment that we think might be interest to you. It might contain data from your account.
7. Periodically, we might add or reduce functionality to **NEXTANALYTICS**. We do not promise to inform users of **NEXTANALYTICS FREE VERSION** in advance.
8. Your ability to access the Service may terminate without notice at our sole discretion.
9. **NEXTANALYTICS FREE VERSION** is unsupported by Nextanalytics Corporation.

4.2 NEXTANALYTICS PRO VERSION

Certain features will be available in **NEXTANALYTICS PRO VERSION** that supercede or eliminate the items mentioned in 4.1.

- We might raise the volume limits.
- We might inhibit popup dialog boxes.
- We might inhibit sending marketing emails.
- We might inhibit storing your data on our cloud server.
- We might offer an email newsletter.

5. NEXTANALYTICS PRO VERSION FEES; NO REFUNDS

We may charge fees for certain features, either on a one-time or a subscription basis (“Paid Services”). **NEXTANALYTICS** reserves the right to implement fees or change the fees for certain services at any time by providing you notice on the Service or otherwise. When you purchase any Paid Services, you authorize **NEXTANALYTICS** or its third party payment processors to charge the credit card identified by you (which you represent and warrant that you are authorized to use) all applicable fees for your purchase in U.S. dollars, including all applicable taxes, and you agree that our payment provider can store your credit card information. If

NEXTANALYTICS does not receive payment from your credit card provider, you agree to pay all amounts due upon demand and **NEXTANALYTICS** may suspend your access to the Services until full payment is received.

All sales are final and **NEXTANALYTICS** will not issue refunds, including for prepaid fees.

6. USE RESTRICTIONS

You will not: (a) access, monitor, or copy any content or information on the Service using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission; (b) violate the restrictions in any robot exclusion headers on the Service or bypass or circumvent other measures employed to prevent or limit access to the Service; (c) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (d) deep-link to any portion of the Service for any purpose without our express written permission; (e) “frame”, “mirror,” or otherwise incorporate any part of the Service into any other website without our prior written authorization; or (f) intentionally or unintentionally violate any applicable local, provincial national, or international law or regulation.

7. INTERACTIVE SERVICES

The Service may include interactive features and services, including social networking functionality, forums, message boards, ratings or review functionality, and similar services, in which you or third parties may send messages to Service users, and create, post, or store data, photographs, ratings or reviews, and other content on the Service (“Interactive Services”). You are solely responsible for your use of Interactive Services and you use them at your own risk. By using any Interactive Services, you agree not to post, transmit, distribute, upload, or otherwise disseminate through the Service any of the following:

- Material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;
- Material that violates, or that causes us or our affiliates, subsidiaries, or partners to violate, any applicable law, regulation, or order of any governmental authority in any jurisdiction;
- Material that infringes or violates, or that may infringe or violate, any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, or that you otherwise do not have the right to make available;
- Private or confidential information of any person or entity, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, Social Insurance numbers, credit card numbers, and any trade secrets or information for which you have any obligation of confidentiality or material that impersonates any person or entity, or misrepresents your affiliation with the Service or with any other person or entity;
- Comments that in any way refer to persons under 18 years of age;
- Viruses, corrupted data, or other harmful, disruptive, or destructive files; or
- Material that, in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any Interactive Services or other portions of the Service, or which may expose us or our users to harm or liability of any nature.
- We take no responsibility and assume no liability for any material posted, stored, or uploaded by you or any third party, or for any loss or damage to any of that material. Although we have no obligation to screen, edit, or monitor any material posted on or transmitted through the Service, we reserve the right, and have absolute discretion, to remove, screen, and edit any material posted, stored, or transmitted on or through the Service at any time and for any reason without notice.
- If you post material on or through the Service, then, unless we indicate otherwise, you (a) grant us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such material throughout the world in any media; (b) grant us and our affiliates, subsidiaries, and sublicensees the right to use the name that you submit in connection with such material, if we choose; and (c) represent and warrant that you own and control all of the rights to the material that you post, or you

otherwise have the right to post such material to the Service; and the use and posting of material you supply does not violate these Terms, will not violate any rights of or cause injury to any person or entity, and will not otherwise create any harm or liability of any type for us or for third parties.

8. MODIFICATIONS TO THE SERVICE

NEXTANALYTICS will announce significant changes by sending email to the email account that you provide. **NEXTANALYTICS** reserves the right to modify, discontinue, and restrict, temporarily or permanently, all or part of the **NEXTANALYTICS** FREE and PRO VERSIONS Service without notice at our sole discretion. Neither we nor our suppliers or licensors will be liable to you or to any third party for any modification, discontinuance, or restriction of the Service.

9. TERM AND TERMINATION

Your account remains in effect unless you cancel it or unless **NEXTANALYTICS** terminates your account as provided by these Terms. To terminate your account, please email **NEXTANALYTICS** at support@nextanalytics.com. Notwithstanding any provision of these Terms, we reserve the right, without notice and at our sole discretion, to terminate your account and to block, restrict, and prevent your future access to, and use of, the Service.

10. QUESTIONS, REPLIES, SUGGESTIONS AND COMMENTS

Any materials, including but not limited to comments, suggestions, ideas, or other information, provided by you in the form of email or other submissions to us (excluding material that you post on the Service in accordance with these Terms) (collectively “Feedback”), are non-confidential and you hereby grant to us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use your Feedback for any purpose without compensation or attribution to you.

11. COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others, and ask you to do the same. It is our policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on the Service in a way that constitutes copyright infringement, please contact us at the address below and provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed, and identification of the time(s) and date(s) the material that you claim is infringing was displayed on the Service; (3) your address, telephone number, and email address; (4) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

If you believe that your user content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the content in your user content, you may send a counter-notice containing the following information to the copyright agent: (1) Your physical or electronic signature; (2) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content. If a counter-notice is received by the copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Our designated agent for notice of copyright infringement can be reached at:

Nextanalytics corp.
Attention: Registered Agent
PO Box 373
Ottawa, Ontario, Canada
K4M 1A4

12. TRADEMARKS

NEXTANALYTICS, the **NEXTANALYTICS** logo, and any other product or service name or slogan contained on the Service are trademarks or registered trademarks of **NEXTANALYTICS** and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark holder. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

13. OWNERSHIP

We, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to the Services. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you.

14. THIRD-PARTY CONTENT

The Service may contain links to Web pages and content of third parties (“Third-Party Content”) as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any Third-Party Content and can make no guarantee as to its accuracy or completeness.

Additionally, if you follow a link or otherwise navigate away from the Service, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider to which you navigate from the Service. You access and use Third-Party Content at your own risk.

The Service may contain advertisements and promotions from third parties. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

15. PRIVACY POLICY

We may collect registration and other information about you through the Service. Our collection and use of this information is described in the Privacy Policy available at www.NEXTANALYTICS.COM.

16. INDEMNIFICATION

You will defend, indemnify and hold harmless **NEXTANALYTICS**, its subsidiaries, affiliates, partners and third-party advertisers and their respective directors, officers, agents, employees, licensors, and suppliers from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys’ fees) arising out of or related to your use of the Service, your violation of these Terms, or your violation of any rights of a third party.

17. DISCLAIMER OF WARRANTIES

Your use of the service, including, without limitation, your use of any content accessible through the service and your interactions and dealings with any service users, is at your sole risk. The service, and all content available on and through the service are provided on an “as is” and “as available” basis. **NEXTANALYTICS** and its suppliers and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

NEXTANALYTICS does not warrant uninterrupted use or operation of the service or your access to any content. No advice or information, whether oral or written, obtained by you from the service will create any warranty regarding **NEXTANALYTICS** that is not expressly stated in these terms. Some jurisdictions may prohibit a disclaimer of warranties and you may have other rights that vary from jurisdiction to jurisdiction.

18. LIMITATION OF LIABILITY

Neither **NEXTANALYTICS** nor its suppliers or licensors will be liable for any indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if **NEXTANALYTICS** or any supplier or licensor has been advised of the possibility of these damages), arising out of or relating to your access to or use of, or your inability to access or use, the service or any content. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

The maximum total liability of **NEXTANALYTICS** and its suppliers and licensors to you for all claims under these terms, whether in contract, tort, or otherwise, is \$100. Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks under these terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

19. CONSENT TO ELECTRONIC COMMUNICATIONS

By using the Service, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Service. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

20. GENERAL LEGAL NOTICES

Our failure to act in a particular circumstance does not waive our ability to act with respect to that circumstance or similar circumstances. Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect. The section headings and titles in these Terms are for convenience only and have no legal or contractual effect. Any provision in these Terms that by its nature should survive the termination of your license to access the Service or any termination of these Terms (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party’s rights or property pending the completion of arbitration.

These Terms, including all Policies, constitute the entire agreement between you and **NEXTANALYTICS** concerning the Service. These Terms supersede all prior agreements or communications between you and **NEXTANALYTICS** regarding the subject matter of these Terms.

21. QUESTIONS & CONTACT INFORMATION

If you have any questions or concerns about the Service, or these Terms, you may contact **NEXTANALYTICS** at support@nextanalytics.com or write us at:

NEXTANALYTICS corp.

Attn: Legal

PO Box 373

Ottawa, Ontario

Canada, K4M 1A4