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The web pages available at CX-Ray.com and all linked pages (“Site”), are owned and operated by CX-Ray, Inc. (“CX-Ray”) U.S. corporation, and is accessed by you under the Terms of Use described below (“Terms”).

Please read these Terms carefully before using the services. By accessing the site, viewing any content or using any services available on the site (as each is defined below) you are agreeing to be bound by these Terms, which together with our Privacy Policy and Maintenance Agreement, governs our relationship with you in relation to the site. If you disagree with any part of the Terms then you may not access the site.

Description of services

The CX-Ray website is a Survey Platform, that allows its “users” to give feedback to their organization’s inner workings as they will act as the main administrator for the web-based solution. For a non-admin, or “user”, it will work as an e-mail tool, in which they will occasionally answer questions, to map their position in the current workflow.

Through that, a manager (or admin), will be able to collectively receive all the aggregated data to view on the CX-Ray “Results page” or “Dashboard”, in which the admins will receive an interactive view of all the data collected, along with a report on some of the strengths, weaknesses and “Take-aways” of their team and its members.

Team leaders, managers or admins may use their discretion to improve facets of their team or company based on the data. However, CX-Ray is not responsible for any decisions made with the data that is collected, nor held liable for any changes made within an organization.

Services include, but are not limited to, any service and/or content CX-Ray makes available to or performs for you, as well as the offering of any materials displayed, transmitted or performed on the Site or through the Services. Content includes, but is not limited to text, user comments, messages, information, data, graphics, news articles, photographs, images, illustrations, and software.

Your access to and use of the Site may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the Site or any other reason within or outside the control of CX-Ray. CX-Ray reserves the right to suspend or discontinue the availability of the Site and/or any Service and/or remove any Content at any time at its sole discretion and without prior notice. CX-Ray may also impose limits on certain features and Services or restrict your access to parts of or all of the Site and the Services without notice or liability.

Team leaders and managers using CX-Ray

A manager (or administrator), will be able to collectively receive sociometric and other anonymous quantitative and qualitative data to view on the “CX-Ray Dashboard,” in which the admins will receive an interactive view of all the data collected, along with a report on some of the strengths and weaknesses of groups, departments, and the company as a whole. Administrators will also have weekly summaries, containing the most recent feedback and data from their network.

Managers or admins may use their discretion to improve facets of their company based on the data. However, CX-Ray is not responsible for any decisions made with the data that is collected, nor held liable for any changes made within an organization.

CX-Ray questionnaire

A manager (or administrator) will have the ability to ask a group of employees to collectively answer questions attached to their survey. This question will not be accounted for in any of the metrics and data in the dashboard, nor will it ever be used for public display. CX-Ray is not liable for any damages or negative reactions to survey questions.

Registration

As a condition to using Services, you are required to open an account with CX-Ray and select a password and username, and to provide registration information.

The registration information you provide must be accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your CX-Ray account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

You are responsible for maintaining the confidentiality of your password and are solely responsible for all activities resulting from the use of your password and conducted through your CX-Ray account.

Services are available only to individuals who are either at least 15 years old, and are authorized to access the Site by a parent or legal guardian of at least 18 years old.

If you have authorized a minor to use the Site, you are responsible for the online conduct of such minor, and the consequences of any misuse of the Site by the minor.

User conduct

All Content posted or otherwise submitted to the Site is the sole responsibility of the account holder from which such Content originates and you acknowledge and agree that you, and not CX-Ray, are entirely responsible for all Content that you post, or otherwise submit to the Site. CX-Ray does not control user submitted Content and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Site you may be exposed to Content that is offensive, indecent or objectionable.

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by CX-Ray. By way of example, and not as a limitation, you agree not to use the Services:

1. To abuse, harass, threaten, impersonate or intimidate any person;
2. To post or transmit, or cause to be posted or transmitted, any Content that is libellous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
3. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use the Services;
4. To post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any CX-Ray user;
5. To create or transmit unwanted 'spam' to any person or any URL
6. To create multiple accounts for the purpose of enhancing volunteering and/or donation information.
7. To post copyrighted Content which doesn't belong to you, with exception of Blogs, where you may post such Content with explicit mention of the author's name and a link to the source of the Content;
8. With the exception of accessing RSS feeds, you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;
9. To artificially inflate or alter vote counts, blog counts, comments, or any other Service or for the purpose of giving or receiving money or other compensation in exchange for votes, or for participating in any other organized effort that in any way artificially alters the results of Services;
10. To advertise to, or solicit, any user to buy or sell any products or services, or to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
11. To promote or sell Content of another person

12. To sell or otherwise transfer your profile.

To report a suspected abuse of the Site or a breach of the Terms (other than relating to copyright infringement which is addressed under "COPYRIGHT COMPLAINTS") please send written notice to CX-Ray at email: support@CX-Ray.com

You are solely responsible for your interactions with other users of the Site. CX-Ray reserves the right, but has no obligation, to monitor disputes between you and other users.

Limitation of liability

***Licensee:** Administrator or non-admin users who has access to contents provided by CX-Ray.*

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT WILL CX-RAY OR ITS VENDORS, BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE, EVEN IF CX-RAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN THREE (3) MONTHS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN ADDITION, CX-RAY DISCLAIMS ALL LIABILITY OF ANY KIND OF CX-RAY'S VENDORS.

Payments, refunds and cancellations

CX-Ray charges a subscription fee ("Fees") for the use of the CX-Ray platform. By registering for one of the paying accounts, you agree to pay CX-Ray the Fees applicable to the account level chosen. Unless otherwise stated, all Fees are in U.S. Dollars. CX-Ray expressly reserves the right to change the Fees at any time, upon notice to you. All Fees will be billed to the credit card or account provided at the current international currency conversion rate. You are responsible for and shall pay CX-Ray all currency conversion charges, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon (collectively, "Taxes") for the use of CX-Ray, whether imposed now or hereinafter by any

governmental entity. For any upgrade or downgrade in plan level that you select, your credit card or account will automatically be charged the new rate on your next billing cycle.

All Fees are paid in advance and are non-refundable in United States dollars (USD). There will be no refunds or credits for partial months of service, upgrades/downgrades, or for months when you did not use CX-Ray. We reserve the right to deactivate your access to CX-Ray, if you fail to pay applicable Fees. You must provide current, complete and accurate billing information. You must promptly update all billing information to keep your account current, complete and accurate (such as by furnishing a new billing address, card number or expiration date), and you must promptly notify CX-Ray if your credit card or account is canceled -- including if you lose your card (or it is stolen), your account information changes, or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). You authorize us to obtain updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you as a replacement. You agree to promptly pay CX-Ray in the event of any refusal of your credit card issuer to pay any amount to CX-Ray for any reason. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In the event you fail to pay any amount when due, CX-Ray may immediately suspend or terminate this Agreement and your access to CX-Ray.

Your subscription will renew automatically, unless we terminate it or you terminate your subscription by providing written or electronic notice through one of the following methods:

Email:support@cx-ray.com

Mail: CX-Ray, Inc.

ATTN: Termination

1701 Jackson Street, Suite 606,
San Francisco, CA 94109

You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card or account.

Limited License to CX-Ray Platform Users. Subject to your strict compliance with this Agreement, CX-Ray grants you a limited, revocable, non-transferable, non-assignable and non-exclusive license to use the Content available on Cx-Ray (the "CX-Ray Content") as described below. You may:

- View the CX-Ray Content while accessing the CX-Ray Platform.
- Download or print one copy of any CX-Ray Content for personal use.
- Incorporate, on a non-systematic and non-routine basis, a small excerpt of the CX-Ray Content (e.g., a few lines of text, a paragraph, a specific graphic, chart or graph) within a report or presentation that is distributed to an audience that is internal to the company for which you are employed ("your company"), as long as you attribute CX-Ray as the source.

- Briefly summarize, on a non-systematic and non-routine basis, CX-Ray Content in your own words, and distribute the summary to an audience that is internal to your company in connection with a specific project, as long as you attribute CX-Ray as the source.
- Distribute, in digital or hard copy, CX-Ray Content for which you have purchase reprint rights, to audiences inside or outside your company.
- If your CX-Ray Account was obtained under an enterprise license made by your company, distribute CX-Ray Platform Content in accordance with the Terms of that license.

Except as expressly provided in this Section, you may not post or otherwise distribute CX-Ray Content (e.g. via hard copy, email, and/or posting on intranet, company bulletin boards or other information storage & retrieval systems). The foregoing limited license (A) does not give you any ownership of, or any other intellectual property interest in, any CX-Ray Content, and (B) may be immediately suspended or terminated for any reason, in CX-Ray's sole discretion, and without advance notice or liability.

Indemnity

Licensee agrees that CX-Ray shall have no liability whatsoever for any use Licensee makes of the Website. Licensee shall indemnify and hold harmless CX-Ray from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from Licensee's use of the Website.

Trademarks

CX-Ray, CX-Ray.com and other CX-Ray graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks. CX-Ray's trademarks may not be used in connection with any product or service without the prior written consent of CX-Ray. The images and icons available in the CX-Ray icon pack may be used by partners and third party sites in connection with providing appropriate links to the CX-Ray Site.

Confidentiality

"Confidential Information" means any material, data, or information in whatever form or media of a Party to this Agreement that is provided or disclosed to the other, except for any information that is:

- publicly available or later becomes available other than through a breach of this Agreement;

- known to the Licensed User or its employees, agents, or representatives prior to such disclosure or is independently developed by the Licensed User or its employees, agents, or representatives subsequent to such disclosure; or
- subsequently lawfully obtained by the Licensed User or its employees, agents, or representatives from a third party without obligations of confidentiality.

The Licensed User that has received Confidential Information shall exercise the same degree of care and protection with respect to the Confidential Information of CX-Ray that it exercises with respect to its own Confidential Information and in any event, at least diligent and prudent care. The Licensed User shall not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of CX-Ray. Notwithstanding the above, either Party may disclose Confidential Information if so required by law (including court order or subpoena), provided that such disclosure is notified in time to CX-Ray to permit it to seek confidential treatment of its Confidential Information. The Licensed User shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with CX-Ray to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

Confidential Information

CX-Ray may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data obtained from Licensed User, including, but not limited to, stack trace data and reports related thereto, but CX-Ray will never access, compile, record and/or distribute information or data managed by the Licensed User using the Software, unless at the express request of Licensed User for technical support purposes.

Copyright policy

CX-Ray has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act. The address of CX-Ray's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.

It is CX-Ray's policy to (1) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or Users; and (2) remove and discontinue service to repeat offenders. If you believe that Content residing on or accessible through the CX-Ray Site or Service infringes a copyright, please send a notice of copyright infringement by facsimile or regular mail (not e-mail) to CX-Ray, Inc., Attn: Copyright Agent, 1701 Jackson Street Suite 606, San Francisco, CA 94109, containing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

- Identification of works or materials being infringed;
- Identification of the Content that is claimed to be infringing including information regarding the location of the Content that the copyright owner seeks to have removed, with sufficient detail so that CX-Ray is capable of finding and verifying its existence;
- Contact information about the notifier including address, telephone number and, if available, e-mail address;
- A statement that the notifier has a good faith belief that the Content is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once proper infringement notification is received by the Designated Agent, it is CX-Ray policy to remove or disable access to the infringing Content and to notify the Content provider or User that it has removed or disabled access to the Content; that repeat offenders will have the infringing Content removed from the Service and that CX-Ray will terminate such content provider's or User's access to the Site and the Service.

In the event that CX-Ray notifies User that CX-Ray has received proper infringement notification about User's Content, User may elect to send CX-Ray a counter notice.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

The process for counter-notifications is governed by Section 512(g) of Digital Millennium Copyright Act.

To file a counter notification with CX-Ray, User must provide the following items to us in writing:

1. The specific URLs of material that CX-Ray has removed or to which CX-Ray has disabled access.
2. User's name, address, telephone number, and email address.
3. A statement that User consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or New York County, New York if your address is outside of the United States), and that User will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
4. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
5. User's signature.
6. Send the written communication to the following address:
7. CX-Ray, Inc.
8. 1701 Jackson Street Suite 606, □San Francisco, CA 94109
9. Attn: DMCA Counter-Notification
10. Email: support@CX-Ray.com

After we receive User's counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes User's personal information. By submitting a counter-notification, User consents to having User's information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must notify us within ten (10) days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on CX-Ray. If we receive such notification we will not display, distribute or otherwise exploit the material. If we do not receive such notification, we may elect to do so.

Copyright complaints

CX-Ray respects the intellectual property rights of others. It is our policy to respond promptly any claim that Content posted on the Site infringes the copyright or other intellectual property infringement ("Infringement") of any person.

CX-Ray will use reasonable efforts to investigate notices of alleged Infringement and will take appropriate action under applicable intellectual property law and these Terms where it believes an Infringement has taken place, including removing or disabling access to the Content claimed to be infringing and/or terminating accounts and access to the Site.

To notify CX-Ray of a possible Infringement you must submit your notice in writing to the attention of "Copyright Infringement" care of support@cx-ray.com and include in your notice a detailed description of the alleged Infringement sufficient to enable CX-Ray to make a reasonable determination. Please note that you may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

Privacy

Your Privacy is Important to Us

Agreement and Parties

CX-Ray Inc. ("CX-Ray," "us," or "we") respects the privacy and personal information of the members of the CX-Ray community. This privacy policy applies to information we receive when you use the CX-Ray website or CX-Ray software (collectively, the "CX-Ray Service" or "Service"). This privacy policy ("Privacy Policy" or "Policy") is an agreement between CX-Ray and you, as the user of the CX-Ray Service ("you"). This Agreement tells you when this policy is

effective, how we may change this policy, what information we collect from you, how we might use that information, how you can review or change the personal information you provided to us, and the steps we take to ensure that your personal information is protected. We share your personal information only with your consent or as described in this policy.

Please read this Privacy Policy to learn more about how CX-Ray treats personally identifiable information. We follow principles that are supported by the U.S. Federal Trade Commission's Fair Information Practices Principles, currently available at <http://www.ftc.gov/reports/privacy3/fairinfo.htm>. If you have comments, suggestions, questions, or concerns about our Privacy Policy, please contact us at the email and/or mailing address provided at the end of this Policy.

Agreement to Terms of Privacy Policy and Terms of Use

Any CX-Ray Service you wish to use is purely voluntary. You are not required to provide any personal information to us unless you choose to access features of the Service which require such information. If you do not agree with the Terms of this Policy or other Terms of Use related to the CX-Ray Service, then please do not provide us with personal information, exit this website immediately, and discontinue using the site or any component of the Service. CX-Ray's Terms of Use, and your end user license agreement related to any software provided by CX-Ray that you download and install, are expressly incorporated into this Policy by reference and made a part of this Policy. By using the CX-Ray Service, you signify that you agree to the Terms of this Privacy Policy as well as to our Terms of Use.

Effective Date of And Changes To Privacy Policy

This Privacy Policy is effective as of January 1st 2015, and will remain in effect except with respect to any of its provisions that are changed in the future, in which case the changes will become effective thirty (30) days after they are posted to the website or we otherwise notify you of the changes. Use of information we collect is subject to the Policy in effect at the time such information was collected. We reserve the right to change this Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any such modifications will constitute your acknowledgment of the modified Policy and your agreement to abide and be bound by the modified policy. We will also revise the "last updated" date found at the beginning of this Privacy Policy when we post changes to it.

Policy Applicable To Online Activities Only

The Privacy Policy does not extend to anything that is inherent in the operation of the internet, and therefore beyond CX-Ray's control, and is not to be applied in any manner contrary to applicable law or governmental regulation. This Privacy Policy only applies to information collected through the CX-Ray Service and otherwise as described in this Policy.

Personal Information About You

Types of information collected

We may ask you for certain information, referred to as "personal information," which includes information that pertains to your identity. Such information may include, but is not limited to, items such as your name, email address, and credit card billing information.

Personal information you provide to us

You may be required to provide personal information to access or use certain parts or features of the CX-Ray Service. For example, you will be asked to provide your name and a valid email address to establish an account at <http://cx-ray.com>. If you wish to establish a paid CX-Ray account, you will also be asked (in some cases) to provide credit card account and billing information. If you do not provide the requested personal information, you may not be able to access or use the particular component of the Service where such information is required.

Survey

The CX-Ray website is a Survey Platform, that allows its “users” to give feedback to their organization’s inner workings as they will act as the main administrator for the web-based solution. For a non-admin, or “user”, it will work as an e-mail tool, in which they will occasionally answer questions, to map their position in the current workflow. Through that, a manager (or admin), will be able to collectively receive all the aggregated data to view on the CX-Ray “Results page” or “Dashboard”, in which the admins will receive an interactive view of all the data collected, along with a report on some of the strengths, weaknesses and “Take-aways” of the admin’s team and its members. Team leaders, managers or admins may use their discretion to improve facets of their team or company based on the data. However, CX-Ray is not responsible for any decisions made with the data that is collected, nor held liable for any changes made within an organization. Services include, but are not limited to, any service and/or content CX-Ray makes available to or performs for you, as well as the offering of any materials displayed, transmitted or performed on the Site or through the Services. Content includes, but is not limited to text, user comments, messages, information, data, graphics, news articles, photographs, images, illustrations, and software.

Personal Information You Provide About Others

Some components of the CX-Ray Service allow you to share content and personal messages you upload with others by generating messages directly to those other individuals. To use this feature, we require you provide us with a valid email address for each recipient. CX-Ray uses these email addresses only to share your content and personal messages (at your direction). We use this information for the sole purpose of sending this one-time email. This one-time email may also contain a short description and explanation of the CX-Ray Service.

General Information We May Collect

Types of information collected

There may be other instances in which we collect information from you that is more general in nature (“general information”). Such information may include information recorded by our server logs from your browser such as your Internet Protocol (IP) address (which enables us to identify your computer or device on a Transmission Control Protocol/Internet Protocol (TCP/IP) network like the internet), and the specific webpage you requested. Such general information, including the click stream data and cookies, as mentioned below, may be collected from you whenever

you access or use the CX-Ray Service, whether or not you provide us with any other personal information.

Click stream data

When you use the CX-Ray Service we may collect "click stream data" (server address, domain name, etc.). This information can be combined with information you have provided to us, which will enable us to analyze and better customize your visits. We may use click stream data for traffic analysis or e-commerce analysis of our services, to determine which features within the CX-Ray Service are most or least effective or useful to you.

Cookies

A cookie is a small string of information that the website you visit transfers to your computer for identification purposes. Cookies can be used to follow your activity throughout the CX-Ray Service and that information helps us to understand your preferences and improve your experience. CX-Ray cookies do not collect personal information from you, and we do not combine the general information collected through cookies with other personal information you may provide to personally identify you. You can turn off all cookies, if you prefer not to receive them. You can also have your computer warn you whenever cookies are being used. Please refer to documentation provided with your web browser (e.g., Firefox, Safari, Chrome, or Internet Explorer) for information on enabling these options. There are also software products available that can manage cookies for you. Please be aware, however, that when you choose to reject cookies, this choice may limit the functionality of the website and you may lose access to some of its features.

Use and Sharing of Information

To provide products and services to you

We will use the personal information you provide and any general information we receive from you to provide CX-Ray products and services to you, which include the following:

1. To process orders you may place at <http://CX-Ray.com>.
2. To assist those who help us in designing and operating the CX-Ray Service or help us analyze collected data. These parties will only use your data for the purpose of carrying out the work as agreed with us and will be required to keep the information confidential.
3. To send you information or materials via email about products, offers, and news we think might interest you. This information may relate to products, offers, and news of CX-Ray or its licensees or selected commercial partners. (If you no longer wish to receive any emails from us, or if you want to modify your personal data or want your personal data to be deleted from our database, please see "CANCELING YOUR ACCOUNT, OPTING OUT OF EMAIL, AND MODIFYING PERSONAL INFORMATION" below.)
4. To analyze visits to the CX-Ray website and learn about the interests of our visitors in the aggregate and also on a personal level to better understand your interests and needs, so we can improve our products and services and deliver to you the type of content, features, and promotions that you are most interested in.

5. To publish aggregate statistics regarding our user base. For example, we may choose to publish statistics regarding how many registered CX-Ray users live in the U.S. versus how many live in Europe. If you complete a CX-Ray survey that asks for employment information, we may publish statistics regarding which professions are most likely to use or not use CX-Ray.

Business transfers

In some cases, we may choose to buy or sell assets. In these types of transactions, customer information is typically one of the business assets that is transferred. Moreover, if CX-Ray or substantially all of its assets were acquired, customer information would likely be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of CX-Ray may continue to use your personal information as set forth in this Policy.

Protection of CX-Ray and others

We may release personal information when we believe in good faith that release is necessary to comply with any law, enforce or apply our Terms of Use and other Agreements, or protect the rights, property, or safety of CX-Ray, our employees, our customers, or others. We may disclose personal or general information upon receipt of a court order or subpoena, or to cooperate with a law enforcement investigation, which may include responding to requests and court orders from jurisdictions outside the United States. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful, as determined in our sole discretion.

With your consent

Except as set forth herein, we will notify you or obtain your consent before your personal information may be shared with third parties, and you will be able to prevent the sharing of this information. Registered users may, at any time, elect to stop receiving emails from us by visiting the Settings page at CX-Ray.com (requires log in).

Retention of your information

We will only retain your information to the extent: (a) it is needed for the purposes which we have conveyed to you; (b) we are required by law to maintain such information; or (c) it is needed for us to address any issues or inquiries that you may have. When your information is no longer required, we will dispose of such information by destroying it or erasing it.

Protection Of Your Information

Security measures

In order to protect both the personal information and the general information that we receive from you through your use of the CX-Ray Service, we have implemented various security measures. For example, when you enter sensitive information (such as your credit card number) on our online forms, we encrypt that information using secure socket layer technology (SSL). We also follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

Risk of interception

Please keep in mind, however, that whenever you give out personal information online there is a risk that third parties may intercept and use that information. While CX-Ray strives to protect your personal information and privacy, we cannot guarantee the security of any information you disclose online. By using the CX-Ray Service, you expressly acknowledge and agree that we do not guarantee the security of any data provided to or received by us through your use of the CX-Ray Service and that any personal information, general information, or other data or information received from you through your use of the CX-Ray Service is provided to us at your own risk, which you expressly assume.

No Use Of This Service By Minors Permitted

Registration declined for minors

The CX-Ray Service is intended only for those who are at least 18 years old – or, if the age of majority in your state or province is greater than 18 years, such age of majority in your state or province – or who have obtained the consent of their parent or guardian to use the CX-Ray Service. Personal registration information submitted by a minor violates the website Terms of Use and will not be accepted. Any general information provided by minor and gathered (for example, through the use of cookies) during his or her visit may be used as indicated in this privacy policy. CX-Ray is committed to protecting the privacy of children and has no intention of collecting personal data from minors. We encourage parents and guardians of minors to regularly check and monitor their children's use of email and other activities online.

Notice concerning children

PLEASE NOTE: The CX-Ray Service is general audience service, and does not direct any of its content, products, or services specifically at children under 13 years of age. We understand and are committed to respecting the sensitive nature of children's privacy online. If we learn or have reason to suspect that a user of the CX-Ray Service is under age 13, we will promptly delete any personal information in that user's account. If you have such information, please contact us as support@cx-ray.com

Links to Third Parties

For your convenience and to improve the usage of the CX-Ray Service we may insert links to third party websites. This Privacy Policy does not apply to such third party websites. These links take you outside our Service, and off the CX-Ray site, and are beyond our control. This includes links from partners that may use CX-Ray's logos as part of a co-branding agreement. The sites those links can take you to have their own separate privacy policy and although we seek to protect the integrity of our Service, CX-Ray is not liable for the content and activities of those sites. Your visits and access to such websites is at your own risk. Please note that those other sites may send their own cookies to users, collect data, or solicit personal information.

Canceling Your Account, Opting Out of Email, and Modifying Personal Information

You may cancel your account and you may opt out of receiving any emails from CX-Ray at any time. You may cancel your account, opt out of, or modify your personal information, by logging

in and visiting your Profile page and following the instructions provided, or going to our Wiki page. We encourage you promptly to update your personal information when it changes. Information concerning your past behavior with the Service may be retained indefinitely by CX-Ray.

Please note that although you may opt out of receiving certain emails, CX-Ray reserves the right to communicate with you via email regarding specific products and services you have ordered, requested, or inquired about.

Questions or Comments

If you have any questions, comments, or concerns relating to the CX-Ray Service or this Privacy Policy, please send an email to support@cx-ray.com or write to us at:

CX-Ray Inc
1701 Jackson Street Suite 606
San Francisco, CA 94109

We will make every effort to resolve your concerns.

Modifications to this Agreement

CX-Ray reserves the right, in its sole discretion to modify this Agreement at any time by posting a notice to Cx-ray.com. You shall be responsible for reviewing and becoming familiar with any such modification. Such modifications are effective upon first posting or notification and use of the CX-Ray website by Licensee following any such notification constitutes Licensee's acceptance of the Terms and conditions of this Agreement as modified.