

WUFOO TERMS OF SERVICE

Effective October 19, 2016

1. Additional Terms

1.1 Additional Terms. These Wufoo Terms of Service (“Wufoo Terms”) are “Additional Terms” to the SurveyMonkey Terms of Use at <http://www.surveymonkey.com/mp/policy/terms-of-use> (“TOU”) and, together, they govern your use of Wufoo services, wufoo.com, and other Wufoo-branded websites and services (collectively, “Wufoo” or the “Wufoo Services”). Wufoo is a “Service” under the TOU.

1.2 Acceptance. In order to use Wufoo, you must first agree to these Wufoo Terms. You can accept these Wufoo Terms by clicking on the button which indicates your acceptance of them in the Wufoo user interface, or by actually using Wufoo. You understand and agree that SurveyMonkey deems your use of Wufoo as acceptance of these Wufoo Terms and the TOU.

1.3 Modifications to the Wufoo Services and these Wufoo Terms. SurveyMonkey may make changes to the materials and features of the Wufoo Services as permitted by the TOU. SurveyMonkey shall not be liable for any change, suspension or discontinuation of the Wufoo Services (or any part thereof). SurveyMonkey may change these Wufoo Terms as permitted by the TOU.

2. Subscriptions And Payment

2.1 Subscriptions. Paid subscriptions to Wufoo (“Wufoo Subscription”) are “Subscriptions” under the TOU. This means that you will be billed in advance on a recurring, periodic basis. Your Wufoo Subscription will automatically renew at the end of each billing cycle until you cancel your Wufoo Subscription through your account management page. While we will be sad to see you go, you may cancel your Wufoo Subscription at any time, in which case your Wufoo Subscription will terminate immediately. However, there will be no refunds or credits for partial months remaining on your Wufoo Subscription or upgrade/downgrade refunds.

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

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

2.4 Right of Withdrawal. If you are located in certain European countries, you have a legal right to cancel Subscriptions within a certain period of time. For details, see the [Wufoo Subscription Cancellation Policy and VAT Info \(EU Only\)](#).

3. Your Wufoo Account And Responsibilities

3.1 No automated account registrations. Accounts registered by “bots” or other automated methods are not permitted and are subject to termination.

3.2 One free account per person. You may only have one active, free Wufoo account at any time. Multiple Wufoo accounts for any person may be terminated by SurveyMonkey.

3.3 User conduct. In connection with your use of Wufoo, and without limiting any of your other obligations under these Wufoo Terms, you will not use any manual or automated software, devices, or other processes to “screen scrape” any web pages contained in the Wufoo website.

3.4 Form Content Policy. The [Survey Content Policy](#) also applies to forms created in Wufoo and your use of Wufoo. References to surveys in the Survey Content Policy are to be read as references to forms in the context of these Wufoo Terms.

3.5 PCI Compliance. If you use the Wufoo Services to accept payment card transactions, you must comply with the Payment Card Industry Data Security Standards (PCI-DSS) to the extent it is applicable to your business (the “PCI Standards”). Wufoo provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant and the specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Wufoo Services. SurveyMonkey is responsible for the security of Cardholder Data that is collected, transmitted, stored, or processed by us on your behalf. “Cardholder Data” is defined as a cardholder’s primary account number, and where a full unmasked card number is present, any of the cardholder name, expiration date, and/or service code. Wufoo has developed strict security features to protect Cardholder Data, and as such it is required that this data only be used in anticipated ways and stored in appropriate places. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PROHIBITED FROM COLLECTING OR ENTERING CARDHOLDER DATA INTO ANY FORM OR DATA ENTRY FIELDS IN THE WUFOO SERVICES, EXCEPT INTO THOSE FIELDS INTENDED SOLELY FOR THAT PURPOSE (i.e. where Wufoo explicitly enables such data to be entered into such fields). Appropriate fields are clearly marked with labels such as ‘Card number’ or by having a credit card icon precede them. Similarly, excluding payment forms, you must never collect or enter any “Sensitive Authentication Data”, as defined by the PCI Standards (including CVC or CVV2) into any fields in the Wufoo Services. You assume all responsibility for any Cardholder Data entered into the Wufoo Services in violation of these terms.

4. Intellectual Property

4.1 Form Gallery. In the course of using the Wufoo website, you may create certain templates, graphics or form documents (collectively, the “Form Content”) and load or post such documents into the Wufoo form gallery (“Form Gallery”) for other users. By making such Form Content available on the Form Gallery, you grant to SurveyMonkey 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 SurveyMonkey’s operation of Wufoo.

5. Cancellation And Termination

5.1 How to cancel your Wufoo account. You are responsible for properly canceling your Wufoo account. An email or phone request to cancel your Wufoo account will not result in cancellation. You can cancel your Wufoo account at any time through your account management page. Your account management page provides a simple “no questions asked” cancellation mechanism. Any cancellation of your Wufoo 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. Account cancellations are confirmed immediately and you will not be charged again for that Wufoo Subscription unless you purchase a new Wufoo Subscription. You will not be provided any refunds for unused time in your billing cycle.

5.2 Termination. SurveyMonkey may terminate any free Wufoo accounts that do not receive a form submission for 6 months or where the accounts are not accessed for 6 months. SurveyMonkey may suspend or terminate your Wufoo account if you breach these Wufoo Terms or your bandwidth usage significantly exceeds the average bandwidth of other Wufoo users (as determined by SurveyMonkey in its sole discretion). In each such case SurveyMonkey may refuse to provide you any current or future use of Wufoo, or any other services provided by SurveyMonkey.

6. Privacy

6.1 Privacy Statement. Your use of Wufoo is governed by the [Wufoo Privacy Statement](#) and the [SurveyMonkey Privacy Policy](#), which also applies to Wufoo. You agree that you are responsible for notifying respondents of forms that you create through Wufoo about how SurveyMonkey uses data submitted through those forms as described in the Wufoo Privacy Statement.

7. General

7.1 Contracting entity. Wufoo is provided to you by SurveyMonkey Europe UC if you: (i) purchase or register for a new Wufoo Subscription or free Wufoo account on or after March 18, 2014 and are located in the United Kingdom; (ii) purchase or register for a new Wufoo subscription or free Wufoo account on or after December 15, 2015 and are located anywhere outside of the United States; or (iii) if you are located outside of the United States and renew an existing Wufoo subscription on or after December 15, 2015. Otherwise: (a) Wufoo is provided to you by Infinity Box Inc., a subsidiary of SurveyMonkey Inc.; (b) these Terms are governed by the laws of the State of California (without regard to its conflict of laws provisions); and (c) except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Santa Clara County, California, and the federal courts in the Northern District of California with respect to the subject matter of those terms.

8. Api Terms

8.1 Use of API. You may access your Wufoo account data via Wufoo’s application programming interface (“API”) and SurveyMonkey hereby grants you a non-exclusive, non-transferable license (without the right to sublicense) to use the API solely as necessary to develop, test, operate and support your software application or website using certain data and content from the Wufoo website (“Application”), and to distribute or allow access to your integration of the API within your Application to end users of your Application. Any use of the API, including use of the API through a third party product or service that accesses Wufoo, is bound by these Wufoo Terms, plus the following specific items:

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT SURVEYMONKEY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SURVEYMONKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OF THE API OR THIRD PARTY PRODUCTS THAT ACCESS DATA VIA THE API.

(b) Abuse of the API or excessively frequent requests to Wufoo via the API may result in the temporary or permanent suspension of your access to the API. SurveyMonkey, in its sole discretion, will determine if your usage constitutes abuse or excessive usage of the API. SurveyMonkey will endeavor to warn the account owner via email prior to suspension. While SurveyMonkey strives to have the API available without interruption, SurveyMonkey cannot guarantee any uptime for the API.

(c) You agree not to use the API in any way that is unlawful or harms SurveyMonkey, its service providers, your end users, or any other person.

(d) SurveyMonkey may modify, restrict or discontinue, at any time, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

(e) You agree to assist SurveyMonkey, at its request, to verify compliance with these Wufoo Terms by providing us with information about your Application, including providing us with access to it and/or other materials related to your use of the API.

8.2 API fees. The API is currently provided for free, but SurveyMonkey reserves the right to charge for use of the API in the future. If SurveyMonkey charges a fee for use of the API, you do not have any obligation to continue using it.

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December 15, 2015

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3.4 Form Content Policy. The [Survey Content Policy](#) also applies to forms created in Wufoo and your use of Wufoo. References to surveys in the Survey Content Policy are to be read as references to forms in the context of these Wufoo Terms.

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5. Cancellation And Termination

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6. Privacy

6.1 Privacy Statement. Your use of Wufoo is governed by the [Wufoo Privacy Statement](#) and the [SurveyMonkey Privacy Policy](#), which also applies to Wufoo. You agree that you are responsible for notifying respondents of forms that you create through Wufoo about how SurveyMonkey uses data submitted through those forms as described in the Wufoo Privacy Statement.

7. General

7.1 Contracting entity. Wufoo is provided to you by SurveyMonkey Europe if you: (i) purchase or register for a new Wufoo Subscription or free Wufoo account on or after March 18, 2014 and are located in the United Kingdom; (ii) purchase or register for a new Wufoo subscription or free Wufoo account on or after December 15, 2015 and are located anywhere outside of the United States; or (iii) if you are located outside of the United States and renew an existing Wufoo subscription on or after December 15, 2015. Otherwise: (a) Wufoo is provided to you by Infinity Box Inc., a subsidiary of SurveyMonkey Inc.; (b) these Terms are governed by the laws of the State of California (without regard to its conflict of laws provisions); and (c) except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Santa Clara County, California, and the federal courts in the Northern District of California with respect to the subject matter of those terms.

8. Api Terms

8.1 Use of API. You may access your Wufoo account data via Wufoo's application programming interface ("API") and SurveyMonkey hereby grants you a non-exclusive, non-transferable license (without the right to sublicense) to use the API solely as necessary to develop, test, operate and support your software application or website using certain data and content from the Wufoo website ("Application"), and to distribute or allow access to your integration of the API within your Application to end users of your Application. Any use of the API, including use of the API through a third party product or service that accesses Wufoo, is bound by these Wufoo Terms, plus the following specific items:

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Wufoo Terms of Service Effective January 1, 2015

SurveyMonkey has relocated its international operations hub from Luxembourg to Ireland. As a result, if you have contracted with SurveyMonkey Europe Sarl and you renew your Wufoo contract on or after January 1, 2015, that contract will be assigned to SurveyMonkey Europe (our Irish company) upon such renewal date. The change in contracting entity will also result in SurveyMonkey Europe becoming the new data controller for your personal data, but the ways in which we handle and process your data will not otherwise change. We will consider that you have consented to these changes if you renew your contract and continue to use our services.

1. Additional Terms

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8. Api Terms

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5. Cancellation And Termination

5.1 How to cancel your Wufoo account. You are responsible for properly canceling your Wufoo account. An email or phone request to cancel your Wufoo account will not result in cancellation. You can cancel your Wufoo account at any time through your account management page. Your account management page provides a simple “no questions asked” cancellation mechanism. Any cancellation of your Wufoo 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. Account cancellations are confirmed immediately and you will not be charged again for that Wufoo Subscription unless you purchase a new Wufoo Subscription. You will not be provided any refunds for unused time in your billing cycle.

5.2 Termination. SurveyMonkey may terminate any free Wufoo accounts that do not receive a form submission for 6 months or where the accounts are not accessed for 6 months. SurveyMonkey may suspend or terminate your Wufoo account if you breach these Wufoo Terms or your bandwidth usage significantly exceeds the average bandwidth of other Wufoo users (as determined by SurveyMonkey in its sole discretion). In each such case SurveyMonkey may refuse to provide you any current or future use of Wufoo, or any other services provided by SurveyMonkey.

6. Privacy

6.1 Privacy Statement. Your use of Wufoo is governed by the Wufoo Privacy Statement and the SurveyMonkey Privacy Policy, which also applies to Wufoo. You agree that you are responsible for notifying respondents of forms that you create through Wufoo about how SurveyMonkey uses data submitted through those forms as described in the Wufoo Privacy Statement.

7. General

7.1 Contracting entity. Wufoo is provided to you by SurveyMonkey Europe Sarl if you purchase or register for a new Wufoo Subscription or free Wufoo account on or after March 18, 2014 and are located in the United Kingdom. Otherwise: (a) Wufoo is provided to you by Infinity Box Inc., a subsidiary of SurveyMonkey Inc.; (b) these Terms are governed by the laws of the State of California (without regard to its conflict of laws provisions); and (c) except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Santa Clara County, California, and the federal courts in the Northern District of California with respect to the subject matter of those terms.

8. Api Terms

8.1 Use of API. You may access your Wufoo account data via Wufoo's application programming interface ("API") and SurveyMonkey hereby grants you a non-exclusive, non-transferable license (without the right to sublicense) to use the API solely as necessary to develop, test, operate and support your software application or website using certain data and content from the Wufoo website ("Application"), and to distribute or allow access to your integration of the API within your Application to end users of your Application. Any use of the API, including use of the API through a third party product or service that accesses Wufoo, is bound by these Wufoo Terms, plus the following specific items:

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT SURVEYMONKEY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SURVEYMONKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OF THE API OR THIRD PARTY PRODUCTS THAT ACCESS DATA VIA THE API.

(b) Abuse of the API or excessively frequent requests to Wufoo via the API may result in the temporary or permanent suspension of your access to the API. SurveyMonkey, in its sole discretion, will determine if your usage constitutes abuse or excessive usage of the API. SurveyMonkey will endeavor to warn the account owner via email prior to suspension. While SurveyMonkey strives to have the API available without interruption, SurveyMonkey cannot guarantee any uptime for the API.

(c) You agree not to use the API in any way that is unlawful or harms SurveyMonkey, its service providers, your end users, or any other person.

(d) SurveyMonkey may modify, restrict or discontinue, at any time, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

(e) You agree to assist SurveyMonkey, at its request, to verify compliance with these Wufoo Terms by providing us with information about your Application, including providing us with access to it and/or other materials related to your use of the API.

8.2 API fees. The API is currently provided for free, but SurveyMonkey reserves the right to charge for use of the API in the future. If SurveyMonkey charges a fee for use of the API, you do not have any obligation to continue using it.

Wufoo Terms of Service **Effective December 13, 2013**

You are viewing the Terms of Service archived from December 13, 2013. View current [Terms of Service](#) for Wufoo.

1. Additional Terms

1.1 Additional Terms. These Wufoo Terms of Service (“Wufoo Terms”) are “Additional Terms” to the SurveyMonkey Terms of Use at <http://www.surveymonkey.com/mp/policy/terms-of-use> (“TOU”) and, together, they govern your use of Wufoo services, wufoo.com, and other Wufoo-branded websites and services (collectively, “Wufoo” or the “Wufoo Services”). Wufoo is a “Service” under the TOU.

1.2 Acceptance. In order to use Wufoo, you must first agree to these Wufoo Terms. You can accept these Wufoo Terms by clicking on the button which indicates your acceptance of them in the Wufoo user interface, or by actually using Wufoo. You understand and agree that SurveyMonkey deems your use of Wufoo as acceptance of these Wufoo Terms and the TOU.

1.3 Modifications to the Wufoo Services and these Wufoo Terms. SurveyMonkey may make changes to the materials and features of the Wufoo Services as permitted by the TOU. SurveyMonkey shall not be liable for any change, suspension or discontinuation of the Wufoo Services (or any part thereof). SurveyMonkey may change these Wufoo Terms as permitted by the TOU.

2. Subscriptions And Payment

2.1 Subscriptions. Paid subscriptions to Wufoo (“Wufoo Subscription”) are “Subscriptions” under the TOU. This means that you will be billed in advance on a recurring, periodic basis. Your Wufoo Subscription will automatically renew at the end of each billing cycle until you cancel your Wufoo Subscription through your account management page. While we will be sad to see you go, you may cancel your Wufoo Subscription at any time, in which case your Wufoo Subscription will terminate immediately. However, there will be no refunds or credits for partial months remaining on your Wufoo Subscription or upgrade/downgrade refunds.

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

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

3. Your Wufoo Account And Responsibilities

3.1 No automated account registrations. Accounts registered by “bots” or other automated methods are not permitted and are subject to termination.

3.2 One free account per person. You may only have one active, free Wufoo account at any time. Multiple Wufoo accounts for any person may be terminated by SurveyMonkey.

3.3 User conduct. In connection with your use of Wufoo, and without limiting any of your other obligations under these Wufoo Terms, you will not use any manual or automated software, devices, or other processes to “screen scrape” any web pages contained in the Wufoo website.

3.4 Form Content Policy. The [Survey Content Policy](#) also applies to forms created in Wufoo and your use of Wufoo. References to surveys in the Survey Content Policy are to be read as references to forms in the context of these Wufoo Terms.

4. Intellectual Property

4.1 Form Gallery. In the course of using the Wufoo website, you may create certain templates, graphics or form documents (collectively, the “Form Content”) and load or post such documents into the Wufoo form gallery (“Form Gallery”) for other users. By making such Form Content available on the Form Gallery, you grant to SurveyMonkey 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 SurveyMonkey’s operation of Wufoo.

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