
TERMS OF SERVICE

RULES AND PROTECTIONS FOR YOUR PERSONAL AND DEDOOSE DATA

**By using this website or The App, You agree to the following terms and conditions.
If You do not agree, You should not use this application or any services contained on,
in, or downloaded from this website or The App.**

PLEASE READ THIS DOCUMENT AND ITS COUNTERPARTS

This document entitled, “TERMS OF SERVICE: RULES AND PROTECTIONS FOR YOUR PERSONAL AND DEDOOSE DATA” (herein referred to as the “Agreement”) constitutes a valid and lawful written agreement entered into by and between (i) You, the individual using the The App referred to as “Dedoose”; and (ii) SOCIOCULTURAL RESEARCH CONSULTANTS, LLC d/b/a DEDOOSE (“SCRC” or “Company”) as of the date You started using the Software.

RECITALS

WHEREAS, the Parties understand that The App is solely owned by SCRC;

WHEREAS, You desire to use The App in connection with research;

WHEREAS, SCRC desires compensation in return for providing The App to You for research services via The App; and

WHEREAS, the Parties understand and agree that The App is and shall continue to be sole and proprietary intellectual property of SCRC.

NOW, BASED ON THE FOREGOING, the Parties agree to the following terms and conditions:

1. Definitions.

“Dedoose”; “Software”; and/or “The App” as used herein generally refers to SCRC’s software and/or to SCRC’s software as a service (SaaS). “Dedoose” herein will refer to The App.

“You”; “Your”; and “User” herein refers to the individual accessing or using SCRC’s software known as Dedoose (“Software” or “The App” as described above), and the company, organization, or entity on whose behalf You purport to use the Software, and each of them. You and SCRC are collectively referred to as “Party” or “Parties” collectively.

“We” “Us” and “Our” refers to SCRC.

2. Agreement and Counterparts.

You fully acknowledge that You have read, understand and agree to the following counterparts which are incorporated herein by reference: (i) ONLINE PRIVACY POLICY; and (ii) TERMS OF USE, END USER LICENSE AGREEMENT, DISCLAIMER, AND RELEASE OF LIABILITY.

3. SCRC Intellectual Property Statement.

SCRC respects the intellectual property of others and requires its users to do the same. SCRC may, in its sole and absolute discretion, disable and/or terminate the accounts of users who may be infringing the intellectual property rights of others.

4. Retroactivity.

You agree that this Agreement is and will be effective retroactively to the date You first used the Software.

5. Notices Regarding Changes To This Agreement.

You fully understand and agree that, with notice to You by email, mail, or posted notice. This Agreement can be subject to periodic change thereby. Posted notice will be made online at <https://dedoose.com/resources/terms> (<https://dedoose.com/resources/terms>). The earliest retroactive date for legacy Users will apply as early as December 1, 2006.

6. Inform Us Of Infringement.

If You believe that Your work has been copied in a way that constitutes copyright infringement, or if You believe that Your intellectual property rights have been otherwise violated, please provide the SCRC Copyright Agent identified below with the following information:

- a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b) a description of the copyrighted work or other intellectual property that You claim has been infringed;
- c) a description of where the material that You claim is infringing is located on the site;
- d) Your full name, alternative names used, address, telephone number, and email address;
- e) a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- f) a statement by You that the above information in Your Notice is accurate and, under penalty of perjury, that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

7. How To Obtain A License.

If You would like to use SCRC trademarks, service marks, trade dress, slogans, screenshots, copyrighted designs, or other brand features, please contact SCRC.

8. Notice re: Copyright Agent.

SCRC's designated copyright agent to whom notice of claims of copyright or other intellectual property infringement can be directed, may be reached as follows: By Mail: Attn: Eli Lieber, Designated Copyright Agent on behalf of: SocioCultural Research Consultants, LLC 644 36th Street Manhattan Beach, CA 90266 United States; By Phone: (866) 680-2928; By Fax: (866) 580-3837; or By Email: support@dedoose.com

9. Construction of Terms; Resolving Ambiguities; Superseding Provisions.

In the event any terms or conditions are construed to conflict or alleged to be vague or ambiguous, whether patently or latently vague or ambiguous, the term or condition at issue will be construed to have been intended as, and read as favoring, the most protection for SCRC and its affiliates. In addition, a more protective provision will be construed to supersede any less protective provision that may have overlap, inconsistency, or conflict with a more protective provision. The more protective provision active, not stricken to maintain protection of SCRC. In particular, such greater protective construction of terms, conditions and provisions is fully agreed by the Parties and broadly understood to apply to this Agreement, and it stipulated as being in line with public policy to maintain continued operation of a valued provider of research services such as SCRC here, which is also important including to promoting research and academic tools.

10. Dispute Resolution—EU, Swiss, and UK Only

If a dispute concerning personal data arises in the European Union (EU), Switzerland, or the United Kingdom (UK):

- 10.1. To the extent EU laws will apply, the following independent recourse mechanism (IRM) will apply as appropriate for the given jurisdiction:
 - 10.1.1. EU Data Protection Authorities (DPAs) for disputes covered by EU DPAs;
 - 10.1.2. Swiss Federal Data Protection and Information Commissioner (FDPIC) for disputes covered by the FDPIC; or
 - 10.1.3. UK Information Commissioner's Office (ICO) for disputes covered by the UK.
- 10.2. Furthermore, only to the extent that alternatives are permitted under local laws and noting that the parties are willing to resolve their dispute without a court proceeding, the general provisions will be followed in such cases. Otherwise, such resolution will take place as stated above. If the dispute does not involve personal data in the European Union, Switzerland, or the United Kingdom, then the parties will apply the general dispute resolution procedure below in the next Paragraph.

11. Dispute Resolution—United States and General Provisions.

If the dispute arises in the United States or in a jurisdiction not specifically listed, the following procedure for dispute resolution will apply *in the following order*:

- 11.1. Written communication. First, in the event the parties have a dispute, the first step toward resolution will be informally and directly made by the parties through written communication sufficient to describe in detail the issue and what is required to be resolved; followed by a 30 minute phone or zoom conference to discuss the matter in good faith directly between the parties toward settlement of the matter.
- 11.2. Mediation. Second, if written communication did not resolve the issue, the parties will in good faith conduct private mediation. The Parties will each propose three candidate mediators each and agree on one mediator to proceed with mediation. The Parties will share costs of mediation. If mediation fails to resolve the matter, then resolution will be made by mandatory and binding arbitration.
- 11.3. Binding Arbitration. If mediation fails to resolve the matter, then resolution will be made by mandatory and binding arbitration with JAMS. The Parties will each propose three candidate arbitrators and will select an arbitrator. The Parties will share costs of arbitration.