

## **Tips From Former Smokers Campaign**

### **Tips 2 Rough Cut Testing**

#### **Terms of Use & Terms & Conditions** *(Harris Interactive and Survey Sampling International)*

November 28, 2012

### **Harris Poll Online Terms of Use**

By participating in the Harris Poll Online program, you represent that you are eligible to participate and agree to be bound by the terms and conditions set forth below.

#### ***1. Eligibility for Membership***

This service is open to individuals who are 18 years of age and older or to minors who are 13 years of age and older in the U.S. and Canada and 14 years of age or older in all other countries. If you do not qualify, please do not use our services. Harris may refuse services to anyone at any time, in its sole discretion. Our registration site, and some surveys, may require you to accept a cookie from us as a means of ensuring data integrity. No personal

data will be stored in the cookie.

## ***2. Limitations of Membership, Non-Transferability***

Membership is limited to one per individual and is also limited to one per household. Multiple individual entries across multiple email accounts are prohibited and subject to immediate cancellation, and will render void all Hlpoints or any cash incentives due. Harris Poll Online membership is specific to the one individual with a unique e-mail address, and to the individual who registered and completed the demographic and other profile information sections. Hlpoints and any other rewards are awarded to individual members and are not transferable. Hlpoints are not considered to be property and therefore cannot be sold, transferred, or assigned to another member or individual under any circumstances.

## ***3. Honest and Accurate Disclosures***

You, as a member of Harris Poll Online, agree to provide true and accurate information during the registration process, while filling out demographic profile information and other general details, and while answering survey research questionnaires. If you provide any information that is untrue, inaccurate or not current to Harris or one of its agents, or if Harris or one of its agents has reasonable grounds to suspect such information is untrue, inaccurate or not current, Harris has the right to terminate your membership and refuse any and all current or future access to, or use of the Harris Poll Online site, including the immediate forfeiture of any Hlpoints and other rewards or prizes.

## ***4. Notification of Changes in Personal & Other Information***

You agree as a member to promptly notify Harris of any changes in personal and other information including but not limited to name, mailing address, phone number, e-mail address, and demographic information by updating such information on the Harris Poll Online website.

## ***5. Zero Tolerance of Abuse or Fraud***

Members agree to abide by and not abuse their benefits and privileges as Harris Poll Online members. Such abuses include, but are not limited to attempts to earn Hlpoints or redeem Hlpoints in any manner that conflicts with the intent of these terms or conditions, or the terms and conditions of the [Hlpoints program](#). Other examples include any fraudulent methods for

earning points or other incentives, redeeming or purchasing points, tampering with surveys or links.

#### ***6. Notification of Unauthorized Use***

You agree to maintain your password and other information confidential to prevent unauthorized use of your account. It's also your responsibility to notify us of any improper uses of your account. Members are solely responsible for any loss of points or other fraudulent activities associated with sharing your password.

#### ***7. Breach***

We may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership, if you breach this Agreement or if we are unable to verify or authenticate any information you provide to us.

#### ***8. Privacy***

Our [privacy policy](#), is incorporated herein by reference.

#### ***9. Respondent Confidentiality***

By becoming a member of Harris Poll Online, you agree that you will hold in strict confidence and not disclose to any other parties information learned in connection with any survey, project, questionnaire or other market research activity (each a, "Research Activity") related to Harris Poll Online. You agree you will use the information contained in any Research Activity strictly for the purpose of discussing and providing market research related data to Harris or its agents. You shall notify the [SurveyHelp Desk](#) should you discover any loss or unauthorized disclosure of the information. The kind of information you may learn in connection with a Research Activity includes trade secrets, proprietary information, media content, unique techniques, sketches, drawings, works of authorship, models, inventions, know-how, research, experimental work, development, design details and specifications, sales and merchandising plans and other information provided relating to third parties.

#### ***10. Membership Cancellation***

Membership is voluntary and may be terminated at will. There is no obligation or requirement to remain a member of Harris Poll Online. You may

terminate your membership, by logging in and going through the 'Unsubscribe' process, clicking on and completing the remove-me link at the end of each e-mail survey invitation, or by contacting us directly (see [Contact Us](#)). Any accrued Hlpoints or other pending rewards are forfeited the moment you cancel your membership with Harris Poll Online. Harris Poll Online members may not earn Hlpoints after cancellation.

### ***11. Suspension, Termination or Expiration***

Without limiting any other remedies, Harris may suspend or terminate your Harris Interactive membership, cancel your Hlpoints account, eliminate the Hlpoints you have accumulated, or any of the foregoing, in Harris Interactive's sole discretion, if you fail to abide by the terms and conditions set forth herein or participate in any other conduct that is detrimental to Harris Interactive or the Harris Interactive community. Harris Interactive shall be the sole determiner in cases of suspected abuse, fraud, or violation of its rules and any decision it makes relating to termination of membership (including cancellation of Hlpoints) shall be final and binding.

If the email address you used for registering with the Harris Poll Online no longer accepts emails from Harris Interactive (bounce backs, auto-replies), your Harris Poll Online account will immediately be canceled and your Hlpoints will be forfeited.

Harris Interactive also reserves the right to terminate your membership if it is "inactive", meaning that you have not participated in a Research Activity for a period of twelve (12) months. Upon your account becoming "inactive," all Hlpoints will be immediately forfeited.

Should you object to these terms and conditions, or any subsequent modifications thereto, or become dissatisfied with the Harris Poll Online program, your only recourse is to immediately discontinue participation in the program and terminate your membership.

Harris Interactive does not have the obligation to reinstate any forfeited Hlpoints.

### ***12. Disclaimer of Warranties***

Harris Poll Online members expressly agree the use of the site and the Hlpoints program is at your own risk. Harris Poll Online services including the Hlpoints program, and all other services in connection with Harris Poll Online.

All services provided on a strictly "as is" and "as available" basis. Harris disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Harris makes no warranty with regard to any products, services or rewards obtained through Hlpoints and/or Harris Poll Online's agents that Hlpoints will meet member requirements. Nor does Harris Poll Online make any warranty as to the results or values that may be obtained from the use of Hlpoints or as to the accuracy, efficiency, or reliability of any information obtained by Harris. Harris shall not be liable or responsible for any guarantees, warranties, and representations, if any, offered by Harris Poll Online partners, suppliers of services, or manufacturers of products/merchandise. No advice or information, whether oral or written, obtained by you from Harris shall constitute or create any warranty not expressly made herein.

### ***13. Limitation of Liability***

Harris Interactive Inc. ("Harris") shall in no event be liable for the loss of profits, goodwill or other special or consequential damages suffered by the members of Harris Poll Online, clients, or others as a result of Harris' performance or non-performance under this agreement whether or not the possibility of such damages was disclosed to Harris or could have been reasonably foreseen by Harris.

Harris is neither responsible nor liable for any damages, whether direct, indirect, incidental, special or consequential, or losses that result from participation in the Research Activities offered to Harris Poll Online members, or the Hlpoints program, or reliance on or use of information, services, or merchandise provided on or through Hlpoints except where such liability is mandated by law.

OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. Some states/countries do not allow the limitation of liability, so the foregoing limitation may not apply to you.

You further acknowledge that Harris neither endorses the contents of advertisements or partner websites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party

intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

#### ***14. Indemnification***

You accept all responsibility for, and hereby indemnify and hold harmless Harris, its representatives, officers, agents, directors and employees from and against, any actions taken by any user authorized to use your account, including but not limited to responses to Research Activities offered, accumulation of Hlpoints, redemption of Hlpoints, and disclosure of passwords to third parties. You further agree to indemnify and hold Harris, its representatives, officers, agents, directors and employees harmless from any claim, demand, expense or damage, including reasonable attorneys' fees relating to use of Harris Poll Online, Hlpoints and intentional or negligent abuse or violation of this agreement.

#### ***15. Intellectual Property Rights***

The names, logos, icons, and graphics used on this website in connection with or identifying the products or services of Harris Poll Online, any other content or material embodying or consisting of patentable or copyrightable work on the Harris Poll Online site are proprietary marks of Harris. All other trademarks and or copyrights appearing on the Harris Poll Online site are the property of their respective owners, and unless otherwise stated, are not affiliated.

The content of Harris Poll Online and its website is intended for the personal, noncommercial employment of its users, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content, including Harris intellectual property.

#### ***16. General Compliance with Laws***

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of Harris Poll Online.

#### ***17. No Agency***

You and Harris Poll Online are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee

relationship is intended or created by this Agreement.

### ***18. Notices***

Except as explicitly stated otherwise, any notices shall be given [here](#) (in the case of Harris Poll Online) or to the email address you provide to Harris Poll Online during the registration process (in your case), or such other address as the party shall specify. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Harris Poll Online during the survey process. In such case, notice shall be deemed given 3 days after the date of mailing.

### ***19. Arbitration***

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Monroe County, New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Harris may seek any interim or preliminary relief from a court of competent jurisdiction in Monroe County, New York necessary to protect the rights or property of you or Harris pending the completion of arbitration.

### ***20. General***

This Agreement shall be governed in all respects by the laws of the State of New York without giving effect to that state's provisions regarding conflicts of laws. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. If you do not agree with these terms and conditions, or any future modifications to these terms and conditions, your sole and exclusive recourse is to cancel

your Harris Poll Online account. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.



# Survey Sampling International, LLC

## Terms & Conditions

### 1. **Applicability; Agreement.**

These Terms and Conditions (these “**Terms**”) govern and apply to:

(1) your registration and membership with SSI’s panels and subpanels, including, without limitation, Survey Spot Research Panel, OpinionWorld Research Panels, Choozz Research Panels, Opinion Outpost Research Panels and YourVoice Research Panels (individual each a “**Panel**” and collectively “**Panels**”);

(2) your use of and/or access to any Panel website(s) (individually each a “**Website**” and collectively “**Websites**”);

(3) your participation in any survey or study offered, provided, hosted, or administered by SSI (individually a “**Survey**” and collectively “**Surveys**”); and

(4) your eligibility for incentives which may be offered as consideration for your successful completion of certain SSI Surveys, including without limitation panel specific non-tangible “points” which may be redeemed for cash, goods, or services, and/or sweepstakes (individually an “**Incentive**” and collectively “**Incentives**”).

All references in these terms to “**SSI**” include Survey Sampling International, LLC, and it’s parents, subsidiaries, and affiliates. All references in these Terms to “**us**” or “**we**” refer to SSI.

**By joining a Panel; using and/or accessing any Website; by participating in any Survey; or receiving Incentives, you hereby expressly agree to comply with, and be bound by, these Terms.**

SSI reserves the right to: (i) refuse or reject an individual for Panel membership; (ii) terminate Panel membership with or without cause; (iii) limit, restrict, or prohibit an individual’s use of, and/or access to, any Website(s); (iv) limit,

restrict, or prohibit an individual's participation in any Survey(s); and (v) limit, restrict, or prohibit your receipt of or access to Incentives; at anytime, in its sole discretion.

## **2. Membership Eligibility.**

SSI Panel membership is generally open to individuals at least eighteen (18) years of age or older, although Panel specific restrictions may place an age limit and/or allow younger individuals to register for certain Panels. Panel membership may also be restricted to only those individuals residing in certain geographic locations (e.g. Canada, The United States of America, and/or one or more of its or their commonwealths, territories, and/or protectorates). We allow two (2) members per household. SSI may refuse our services to anyone at any time, at our sole discretion.

## **3. Use of Websites; Surveys.**

Websites are strictly for personal, non-commercial use. You may use the Websites only when and as available. SSI reserves the right to change, modify, or eliminate, and/or restrict or block access to, all or any part of any Website(s), without notice, at any time and from time-to-time.

SSI provides Panel members and non-Panel members with the opportunity to participate in Surveys. Participation in Surveys is voluntary. By agreeing to become a Panel member, you hereby agree to participate in Surveys. Additionally, SSI provides Panel members with the opportunity to communicate with other Panel members and/or SSI. You may unsubscribe from Panel membership at any time, see Section 10 "*Opt Out Policy*" below. Each Panel may have additional membership requirements (e.g. age restrictions/limitations, geographic restrictions, etc.); please consult with the Panel specific requirements located on the applicable Website(s).

## **4. Panel Registration; Passwords.**

You may access any Website(s) as a visitor without registering for membership with the Panel associated with the Website(s) and without providing or disclosing Personal Information (as defined in SSI's [Privacy Policy](#)).

In order to register as a Panel member, you must register with the applicable Websites and provide certain Personal Information. Panel members and non-Panel members are required to truthfully provide all information. SSI reserves the right to terminate Panel membership, and/or restrict or prohibit participation in Surveys, if you provide information that is, or that is reasonably suspected to be, untrue, inaccurate, not current, or incomplete.

SSI will either: (i) issue a user name and password to a Panel member, or (ii) permit a Panel member to create his/her own user name and password. Panel members are solely responsible for the security of their user names and passwords and will be solely liable and responsible for any use, whether authorized or unauthorized, of their membership accounts. SSI strongly recommends against the use of a social security number, financial account number, or any other identification or account number, as a user name or password.

Panel membership is specific to the individual who registered and completed the demographic and other profile information sections. Incentives and any other rewards are awarded to an individual and are not transferable. Incentives are not tangible property, and therefore cannot be sold, transferred, or assigned to another Panel member or individual under any circumstances.

You acknowledge that you are performing any and all services for SSI in the capacity of an independent contractor, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this agreement. You further acknowledge that any Incentives earned by successfully completing applicable Surveys constitute the entirety of compensation arising out of this relationship.

## **5. Unauthorized Uses.**

You agree not to:

- (i) Use spiders, robots or other automated data mining techniques to catalog, download, store, or otherwise reproduce or distribute content available on any Website, or to manipulate the results of any Survey or any prize draw;
  
- (ii) Take any action to interfere with any Website(s) or an individual's use of any Website, including, without limitation, by overloading, "flooding", "mail bombing" or "crashing" any Website;

(iii) Send, to SSI, and/or to or from any Website, any illegal, deceptive, or harmful code, including, without limitation, any virus, spyware, adware, or any other harmful code;

(iv) Send unsolicited emails, including, without limitation, promotions and/or advertising of products or services;

(v) Open, use, or maintain more than one (1) membership account within a Panel;

(vi) Forge or mask your true identity;

(vii) Frame a portion(s) of any Website within another website or alter the appearance of any Website;

(viii) Establish links from any other website to any page of, on, or located within any Website, without the prior express written permission of SSI, and in no event shall links to any page other than the Website home page be established;

(ix) Post or transmit any threatening, libelous, defamatory, obscene, scandalous, or inflammatory material or content or any material or content that could otherwise violate Applicable Laws (as defined herein);

(x) Intentionally or willfully submit falsified data or commit any other fraudulent act(s), including without limitation attempts to earn Incentives or redeem Incentives in any manner that conflicts with the intent of these Terms; attempts to fraudulently earn, redeem, or purchasing points; or tampering with Surveys or links;

(xi) Reverse engineer any aspect of any Website or do or take any act that might reveal or disclose the source code, or bypass or circumvent measures or controls utilized to prohibit, restrict or limit access to any webpage, content or code, except as expressly permitted by Applicable Laws;

(xii) Engage in any criminal act(s); or

(xiii) Encourage and/or advise any individual, including, without limitation, any SSI employee, to commit any act(s) prohibited hereunder.

You acknowledge and agree that SSI will fully cooperate with all legal disclosure request(s) (e.g. court order or subpoena).

## **6. Restricted Content.**

In connection with your Panel membership or participation in a Survey, you may have the opportunity to review or access confidential and proprietary information, materials, products, and content ("**Restricted Content**") belonging to SSI and/or SSI's clients, partners and/or licensors. Restricted Content is and shall remain the sole and exclusive property of the owner of the Restricted Content. In no event shall you obtain or receive any right, title, and/or interest in or to any Restricted Content. You agree to protect the confidentiality and secrecy of the Restricted Content and you agree not to modify, copy, reproduce, create derivative works of, republish, display, transmit, distribute, reverse engineer, create derivative works of, decompile, or otherwise use, alter or transfer Restricted Content without the prior express written consent of SSI. You acknowledge and agree Restricted Content may be subject to, and protected by, intellectual property laws, regulations, and codes. You further acknowledge and agree that if you breach or otherwise violate the restrictions, limitations, and prohibitions contained in this Section, in addition to any other rights or remedies available to SSI, SSI reserves the right to terminate, prohibit or restrict your membership with Panels and/or your ability to participate in Surveys.

## **7. Your Content and Material.**

You are solely liable and responsible for all content, materials, information, and comments ("**User Content**") you use, upload, post or submit in connection with the Websites and/or during Survey participation. You are solely responsible for all third party approvals, consents, and/or authorizations required for User Content.

By using, uploading, posting, or submitting User Content in connection with the Websites and/or during Survey participation, you hereby grant SSI a perpetual, irrevocable, unlimited, transferrable, sub-licensable, world-wide, royalty free, right and license to edit, copy, transmit, publish, display, create derivative works of, reproduce, modify, distribute, and otherwise use your User Content.

## **8. Reward Programs; Sweepstakes.**

SSI may, at its sole discretion, offer or conduct rewards or other Incentives on certain studies. The terms and conditions for the rewards programs and sweepstakes are located on each applicable Website, and specific rewards and sweepstakes terms may be included in Survey invitations. SSI may engage a third party or third parties to administer rewards programs and sweepstakes.

Where applicable, the Incentive(s) being offered for a Survey will be displayed with each Survey invitation or on the opening page to the Survey. Determination of eligibility for Incentives may be made at any time during the Survey for reasons which may include, but are not necessarily limited to demographics, inconsistencies, overly hurried responses, or for other reasons. Incentives earned by a Panelist will be credited to the Panel member's account (as long as the Panel member's account is in good standing with SSI) generally a few minutes after completion of a Survey, or winning an instant win game. However, some Surveys may require follow-ups or have other specifications that require us to not award Incentives for up to four (4) to eight (8) weeks after the Survey finishes. Fulfillment of prizes in connection with sweepstakes/promotion drawings depend on several factors and are subject to the official rules for the particular sweepstakes/promotion. In some cases, Surveys offered by SSI are hosted by unaffiliated partners, in such cases, the decision to award Incentives lies solely within our partner(s) discretion, and such decisions are final.

## **9. Profile Updates.**

Panel members agree to promptly notify SSI of any changes in or to information contained in their member profile. Panel members agree to review and update, as necessary, membership profiles no less frequently than once every twelve (12) months. A Panel member may update, correct, and/or delete information contained in his or her membership profiles by: (i) accessing his or her Panel membership account; or (ii) sending an email to the appropriate Panel member services team for the appropriate Panel.

## **10. Opt-Out Policy.**

Panel members may opt-out from Panel membership, at any time, by: (i) following the unsubscribe procedures described on the applicable Website(s) or contained in any Survey email invitation; or (ii) by sending an email to the Panel member services team. SSI shall use reasonable efforts to read and respond to each email request within two (2) to three (3) business days. Upon termination, a Panel member's contact information will be removed from any further communication or contact lists. Please allow a few days for the complete

removal of contact information from SSI's communication or contact lists for the applicable Panel; during which time period the Panel member may receive communications which were created or compiled prior to termination. SSI may retain profile information in SSI's databases indefinitely, subject to SSI's [Privacy Policy](#) ("**SSI's Privacy Notice**").

Panel members may sign up to receive a newsletter that provides information on new features or contests. A Panel member may opt-out from receiving SSI's newsletter by clicking the unsubscribe button or link contained within the newsletter and following any instructions or prompts.

#### **11. Links.**

You may be able to voluntarily link or connect to websites maintained and/or operated by third parties ("**Third Party Websites**"). SSI does not endorse any Third Party Website nor any products, services, and/or opportunities advertised, offered and/or sold by, through or in connection with any Third Party Website ("**Third Party Information**"). SSI does not make any representations or warranties regarding the Third Party Websites and/or the Third Party Information. Please carefully review all policies and terms applicable to the Third Party Websites and the Third Party Information.

#### **12. Communications with SSI.**

All communications and User Content submitted or transmitted by You to SSI, by electronic mail or otherwise, shall be treated as non-confidential and non-proprietary information, unless specifically indicated by You either prior to, or contemporaneously with, the submission or transmission of such communications and User Content. You agree that any such communications and User Content may be used by SSI for any legal reason.

#### **13. Privacy.**

SSI takes your privacy very seriously. For information about SSI's privacy practices, please review SSI's [Privacy Policy](#).

#### **14. Disclaimer.**

THE WEBSITES, INCLUDING ALL INFORMATION, CONTENT, MATERIAL, COMMENTARY AND SERVICES MADE AVAILABLE ON, OR THROUGH, THE WEBSITES, ARE PROVIDED "AS IS". SSI DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER IN CONNECTION WITH ANY INFORMATION, CONTENT, MATERIAL, COMMENTARY, OR SERVICES MADE AVAILABLE ON, OR THROUGH, THE WEBSITES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, CONTENT, MATERIAL, OR COMMENTARY SUBMITTED, UPLOADED, OR POSTED BY ANY PANEL MEMBER. FURTHER, SSI HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SSI DOES NOT WARRANT THAT THE TOOLS OR FUNCTIONS CONTAINED IN THE WEBSITES OR ANY CONTENT, MATERIAL, COMMENTARY, INFORMATION AND/OR SERVICES CONTAINED THEREIN, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SYSTEMS OR THE SERVER(S) THAT SUPPORT THE WEBSITES AND MAKE THE WEBSITES AVAILABLE WILL BE CORRECTED, OR THAT THE SYSTEMS OR THE SERVER(S) THAT SUPPORT THE WEBSITES AND MAKE THE WEBSITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SSI DOES NOT PROVIDE ACCESS OR CONNECTION TO THE INTERNET AND IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR OMISSIONS OF THIRD PARTIES THAT INTERFERE WITH, LIMIT, RESTRICT, OR PREVENT ACCESS OR CONNECTION TO, OR USE OF, SURVEYS, SSI'S SERVICES, AND/OR THE WEBSITES.

#### **15. Changes.**

All information posted on the Websites is subject to change, at any time, without prior notice. These Terms may be changed at any time without prior notice from SSI. Any changes to these Terms will be posted in the area or location SSI deems appropriate. SSI strongly recommends that you check the Websites frequently for any changes. By using and/or accessing any Website(s), continuing Panel membership to, in, or with a Panel(s), participating in a Survey(s), or receiving or redeeming Incentives, after these Terms have been modified, constitutes your acceptance of these Terms, as modified.

#### **16. Indemnification.**

You agree to indemnify, defend and hold harmless SSI, its parents, affiliates and subsidiaries and each of their respective divisions, members, managers, shareholders, directors, officers, employees and agents from and against any and all claims, liabilities, losses, judgments, awards, fines, penalties and costs



and/or expenses of any kind, including, without limitation, reasonable attorneys' fees and court costs, arising out of, resulting from, in connection with, or caused by, whether directly or indirectly, your breach or violation of these Terms.

You further agree to indemnify and hold harmless SSI from and against, any actions taken by any individual accessing your account, including but not limited to accumulation of Incentives, redemption of Incentives, and disclosure of passwords to third parties. By accepting Incentives, you hereby release SSI and its parents, subsidiaries, and affiliates, and each of their divisions, members, managers, shareholders, directors, officers, employees, and agents from any and all liability regarding the redemption of Incentives, use of Incentives, or other participation in Incentive programs.

### **17. Limitations of Liability.**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL SSI BE LIABLE, OR OTHERWISE RESPONSIBLE, TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, FOR ANY REASON(S) OR FOR ANY CAUSE(S), REGARDLESS OF WHETHER SSI IS INFORMED OF THE POSSIBILITY THE SUCH DAMAGES MAY EXIST.

### **18. Compliance with Applicable Laws.**

You acknowledge and agree that you will comply with all applicable international, national, Federal, state, and/or local laws, codes, regulations, rules and/or requirements ("**Applicable Laws**") regarding your: (i) use of, and/or access to, Websites; (ii) membership to, in, or with Panels; (iii) participation in Surveys; and/or (iv) receipt, Redemption, and/or use of Incentives.

### **19. Suspension; Termination; De-Activation of Panel Membership Accounts.**

Without limiting any other available remedies, SSI may, without notice, suspend or terminate a Panel member's account(s) if such member breaches, violates, or otherwise fails to abide by, or comply with, these Terms, including, without limitation, Sections 2-7, 9, and 18-21 of these Terms. Panel members hereby agree that the suspension of a membership account(s) shall not prohibit or restrict SSI from subsequently terminating such membership account(s). In the event SSI terminates a Panel member's account(s), SSI reserves the right to: (i)

delete all Incentives; (ii) prohibit the Panel member from re-registering with any Panel(s); (iii) prohibit or restrict the Panel member's ability to participate in any Survey(s); and (iv) pursue any and all other remedies available to SSI. In the event that a non-Panel member breaches or otherwise violates these Terms, such non-Panel member hereby agrees that SSI may: (a) delete all Incentives available to such non-Panel member; (b) prohibit and restrict such non-Panel member from participating in Surveys; and (c) prohibit and restrict such non-Panel member from registering in or with the Panels.

You may terminate your Panel membership, with or without cause, for any reason or no reason, upon providing notice to SSI as set forth herein. SSI may terminate your Panel membership at any time, with or without cause, for any reason or no reason, without notice. In the event of termination as set forth in this paragraph, your Panel membership will immediately terminate; and all Incentives will immediately be deleted and forfeited.

SSI reserves the right to de-activate your Panel membership account, without notice,: (a) if your membership account does not remain Active (as defined herein); (b) if SSI receives a hard bounce or delivery failure notice in regards to email communications sent by SSI to your email account; or (c) if SSI receives a "mailbox full" reply notice three (3) times in regards to email communications sent by SSI to your email account. In the event that SSI de-activates your membership account for the foregoing reasons, SSI shall maintain unredeemed Incentives accrued prior to de-activation, for a period of thirty (30) days following de-activation, after which time SSI will immediate terminate your access to, and ability to redeem, any such Incentives. For the purpose of these Terms, "**Active**" means that you: (i) participate in a Survey, at least, once every twelve (12) months; or (ii) update your profile or member information once every twelve (12) months.

## 20. **SSI Employees.**

A. Restriction. SSI employees and their Immediate Family Member(s) (as defined herein) are not eligible to receive any payments, prizes, or incentives for taking Surveys. For the purpose of this Section 20, the term "**Immediate Family Member(s)**" includes parents, spouses, children or significant others (i.e. girlfriends/boyfriends, domestic partners, and spousal equivalents).

B. Procedures. SSI's employees may join a Panel, or take part in a Survey, only after receiving written permission from their respective manager, and only for the sole purpose of improving SSI's products and/or services. SSI's

employees must always be honest and report accurate information in connection with joining a Panel or participating in a Survey. If altered demographic data must be used, for specific testing, or other legitimate purposes, SSI's management will give specific written consent and instructions on how to report this activity and ensure that such data is not included in the final Survey results.

C. Improper Conduct. Except as authorized by SSI's management in writing; SSI classifies the intentional or willful falsification of data as a fraudulent act. Any SSI employee found to have committed fraud or coached any respondent on how to manipulate the Panel or Survey system; will be in violation of SSI's Standards of Conduct as set forth in SSI's employee handbook. In the event that such fraudulent act(s) are committed or perpetrated by an employee of SSI, whether alone or in connection with another party, such employees' employment with SSI will immediately be terminated. In the event that a Panel member is found to have cooperated or participated in such fraudulent act(s), such Panel member will be subject to appropriate disciplinary action(s) as permitted pursuant to these Terms.

## **21. Intellectual Property.**

The names, logos, icons, and graphics used on this website in connection with or identifying the products or services of SSI, any other content or material embodying or consisting of patentable or copyrightable work on the SSI site are proprietary marks of SSI. All other trademarks and or copyrights appearing on the SSI site are the property of their respective owners, and unless otherwise stated, are not affiliated.

The content of SSI and the Websites is intended for the personal, noncommercial employment of its users, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content, including SSI intellectual property.

## **22. Notices.**

A. Notice From You to SSI. Except as otherwise set forth herein, or as required by Applicable Laws, all notices to be sent or provided to SSI should: (i) be correctly addressed to the applicable business address, and shall be sufficiently delivered if delivered: (a) by Federal Express, Express Mail, or other

nationally or internationally recognized overnight courier service (in which case notice shall be effective one (1) business day following dispatch); or (b) by certified mail, return receipt requested, postage prepaid (in which case notice shall be effective six (6) days following deposit in mail); or (ii) be sent via email to the appropriate member services team for the appropriate Panel.

B. Notice From SSI to You. Except as otherwise required by Applicable Laws, you agree that SSI may provide notices to you: (i) via the e-mail address provided by you to SSI (in which case notice shall be effective one (1) day following the date the e-mail was sent, provided that SSI did not receive an error message stating that delivery of the e-mail was delayed, that the e-mail address was invalid, or that the e-mail otherwise could not be delivered); (ii) by certified mail, return receipt requested, postage prepaid addressed to the address provided by you to SSI (in which case notice shall be effective six (6) days following deposit in mail); or (iii) by posting notices on the applicable Website(s). You agree to check the applicable Website(s) frequently for notices and to keep your Personal Information up-to-date.

C. Legal Notice. All questions regarding these Terms and all legal notices should be sent, in accordance with Section 22.A. of these Terms, to:

Survey Sampling International, LLC  
6 Research Drive  
Shelton, Connecticut 06484. Attn: Legal Department

D. Notice to Copyright Agent.

(i) *General Information.*

It is SSI's policy to respond to clear notices of alleged copyright infringement. This Section describes the information that should be present in these notices. Please note that in response to such notices, SSI reserves the right to take any action deemed necessary by SSI, including, without limitation, the right to remove or take-down, or disable access to, material or content claimed to be the subject of infringing activity.

(ii) *Notice of Copyright Infringement.*

SSI respects the intellectual property rights of others and is committed to complying with all Applicable Laws, including, without limitation, the Digital Millennium Copyright Act of 1998, as amended (“**DMCA**”). If anyone has a good-faith belief that content and/or material located on, or within, any Website(s) is being used in a manner that constitutes copyright infringement; such person may provide notice of such infringement, which notice must include:

(1) A physical or electronic signature of the owner, or the person authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

(2) Identification of the copyrighted work that is claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at such online site. Reasonably sufficient identification information must be provided to SSI by the reporting party.

(3) Identification of the material or content that is claimed to be infringing or is claimed to be the subject of the infringing activity and a request that such material or content be removed or access be disabled. Reasonably sufficient information must be provided to SSI to permit SSI to locate the material or content.

(4) Information reasonably sufficient to permit SSI to contact the individual providing the notice, including, without limitation, address, telephone number and, if available, email address.

(5) Include the following statements:

(a) “I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law.”

(b) “I swear, under penalty of perjury, that the information contained in this notice is accurate, and that I am the copyright owner or I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

The foregoing notice should be sent to SSI’s Copyright Agent as follows:

By regular mail or nationally or internationally recognized overnight courier service to:

Survey Sampling International, LLC  
6 Research Drive  
Shelton, Connecticut 06484  
Attn: General Counsel

Please note the foregoing notice may be forwarded by SSI to the individual who provided or supplied the allegedly infringing material or content.

(iii) *Counter-Notification.*

If you receive a copyright infringement notice from SSI and you feel that such notice was wrongly filed against you, you may file a counter notification with SSI's copyright agent, which notice must include the following:

(1) A physical or electronic signature of the member or other individual whose material or content was removed or to which access was disabled.

(2) Identification of the material or content that has been removed or to which access has been disabled and the location at which the material or content last appeared prior to removal or the disabling of access.

(3) The following statement: "I swear, under penalty of perjury, that I have a good-faith belief that the identified material was removed, or access to it disabled, as a result of mistake or misidentification."

(4) The name, address and telephone number of the member or individual whose material or content was removed or to which access was disabled, a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if you are located outside of the United States the Federal District Court located in Fairfield County, Connecticut, USA; and that you will accept service of process from the person who provided notification or an agent of such person.

The foregoing counter-notice should be sent to SSI's Copyright Agent as set forth in Section 22(D)(ii), above.

Please be advised that:

- You will be liable for damages (including reasonable attorneys' fees and court costs) if you materially misrepresent that material or content is not infringing the copyrights of another party or parties.
- SSI will terminate the Panel membership of any individual who is a repeat infringer of Applicable Laws.

### **23. Severability.**

If any provision of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be deemed null and void and shall not affect the application and/or interpretation of these Terms. The remaining provisions of these Terms shall continue in full force and effect, as if the invalid or unenforceable provision was not a part of these Terms.

### **24. Governing Laws; Disputes; Arbitration.**

These Terms shall be governed by and construed in accordance with the laws of the state of Utah, USA, without regard to any portion of any choice of law principles (whether those of Utah or any other jurisdiction) that might provide for application of a different jurisdiction's law. Any controversy or claim arising out of or relating to these Terms and/or your Panel membership shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in either Fairfield County, Connecticut, USA or Salt Lake County, Utah, USA and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, in no event shall you or SSI be prohibited, restricted or limited from seeking equitable relief from a court of competent jurisdiction located in Fairfield County, Connecticut, USA, or Salt Lake County, Utah, USA to protect rights and/or property from damage or injury.

### **25. Miscellaneous Terms.**

The headings contained in these Terms are for reference only and shall have no effect on the interpretation and/or application of these Terms. SSI's failure to enforce a breach by you of these Terms shall not waive or release you from such

breach and shall not waive, release or prevent SSI from enforcing any subsequent breach by you of these Terms. These Terms, any policy or policies referenced or incorporated herein, and any Panel specific requirements, represent the entire understanding and agreement between SSI and you with respect to the subject matter hereof.

**Last Updated:** August 14, 2011