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## 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. Multiple individual entries across multiple email accounts are prohibited and subject to immediate cancellation, and will render void all HIpoinTs 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. HIpoinTs and any other rewards are awarded to individual members and are not transferable. HIpoinTs 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 HIpoinTs 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 HIpoinTs or redeem HIpoinTs in any manner that conflicts with the intent of these terms or conditions, or the terms and conditions of the HIpoinTs program <http://www.harrisrewards.com>. Other examples include any fraudulent methods for earning points or other incentives, redeeming or purchasing points, tampering with surveys or links.

### 6. Suspension

Without limiting any other remedies, Harris may suspend or terminate your account if you fail to abide by the terms and conditions set forth herein.

### 7. 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.

### 8. 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.

### 9. Privacy

Our privacy policy, [www.harrisinteractive.com/about/privacy.asp](http://www.harrisinteractive.com/about/privacy.asp) is incorporated herein by reference.

### 10. 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 related to Harris Poll Online. You agree you will use the information contained in any survey, project or questionnaire strictly for the purpose of discussing and providing market research related data to Harris or its agents. You shall notify the SurveyHelp Desk [www.harrispollonline.com/members.asp](http://www.harrispollonline.com/members.asp) should you discover any loss or unauthorized disclosure of the information. The kind of information you may learn in connection with a survey, project or questionnaire 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.

### 11. 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 HIpoints or other pending rewards are forfeited the moment you cancel your membership with Harris Poll Online.

## 12. Disclaimer of Warranties

Harris Poll Online members expressly agree the use of the site and the HIpoints program is at your own risk. Harris Poll Online services including the HIpoints 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 HIpoints and/or Harris Poll Online's agents that HIpoints 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 HIpoints 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 surveys offered to Harris Poll Online members, or the HIpoints program, or reliance on or use of information, services, or merchandise provided on or through HIpoints 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 surveys offered, accumulation of HIpoints, redemption of HIpoints, 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, HIpoints 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 by email to surveyhelp@harrispollonline.com (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.

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