

# VALUED OPINIONS TERMS OF WEBSITE USE

Valued Opinions is a market research access panel owned and operated by Dynata..

As a member of the panel, you will have the opportunity to participate in market research activities including online and mobile surveys, product tests, focus groups, and more.

These terms are subject to change. For more information on how we use the data you provide, please see our [Privacy Policy](#).

## Definition of terms

**Panel:** The Valued Opinions market research access panel

**Member:** an individual member of the Panel

**Panel Currency:** the program/panel currency earned by participation in the Panel. Panel Currency has no monetary value and cannot be redeemed for cash; Panel Currency may not be auctioned, traded, bartered or sold and is not transferrable upon death, by gift, as part of a domestic relations matter, or otherwise, except by operation of law.

## Eligibility: Who is allowed to be part of our panel?

Membership in our panel is open to residents of USA above the age of 13.

Employees of Research Now are not permitted to claim rewards.

## Registration: Your details, accuracy

You may only open one account per person on our panel. Your account is not transferrable.

You will be asked to provide a personal email address and a password in order to register with our panel.

Please do not disclose your password to anyone else, you are responsible for keeping it safe.

We will not be liable for any unauthorised use of your account, which includes unauthorised use of your email address, password and reward redemption.

To receive surveys relevant to you, please fill in your profile; our systems will select your account for our activities based on the information it contains.

Make sure you fill in your profile accurately as your membership can be cancelled if your details are found to be incorrect.

Please ensure that the information you provide both when setting up your account and completing your profile is accurate. If, in our reasonable view, the information you provided was inaccurate, your account may be terminated.

From time to time our clients may want to survey the opinion of minors, they may only participate with parental consent, via their parent's account.

## **Benefits of Membership:**

Membership in the Panel is free of charge.

You may earn Panel Currency by participating in market research activities, which will be credited to your account. Once you have accumulated sufficient Panel Currency to reach a redemption threshold you can exchange your Panel Currency for your reward. More details concerning redemption can be found here:(<https://www.valuedopinions.com/help>).

Panel Currency has no monetary value and may not be bartered, sold or transferred.

## **Conduct**

Valued Opinions relies on accurate data to serve its clients that reflect the true opinions of our members. As a member, you agree to provide truthful and well considered answers to our market research activities.

Research Now reserves the right to withhold awarding Panel Currency to a member if, in Research Now's reasonable view, a member's survey question responses are untruthful or not well considered.

## **Termination**

You can terminate your account at any time, but in doing so you forfeit the Panel Currency in your account. If you wish to do so you can unsubscribe via this [link](#) or email [Member Services](#) or from the unsubscribe link present in the footer in any email from us or here( <https://www.valuedopinions.com/auth/unsubscribe> ).

We reserve the right to terminate your account at any time, immediately without specifying a reason, or if:

- You have been inactive for 365 days or more
- You are in breach of these terms

Your account termination will result in your panel currency being deleted.

## **Intellectual Property – ownership of content, assignment of rights to content**

When you become a member, you agree that title, ownership rights, and other intellectual property and proprietary rights in the panel shall remain in Research Now and/or its licensors and suppliers.

Through your membership, you acknowledge that the content of the website, the application and the panel - including but not limited to text, sound, photographs, graphics, software or other material contained in Research Now e-mail communications, services or software - is copyrighted by Research Now and/or its licensors and suppliers under United States and international copyright laws and author's rights laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Research Now or its licensors and suppliers.

Save as otherwise provided by applicable copyright law and/or author's rights laws, such content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Research Now and its applicable licensors or suppliers, with the sole exception that one copy of any

necessary software that may be provided by Research Now may be downloaded onto a single computer for Member's personal, non-commercial use.

You must abide by all copyright notices, information, or restrictions contained in or attached to any such content.

Any and all survey responses, data and information provided by a member during your participation on the Panel including as part of a survey or study, becomes the Intellectual Property of Research Now and/or its client or partners. This includes:

- Survey responses
- Images or videos
- Response to open-ended survey questions

## **Confidentiality**

As a member of our panel, you will be exposed to some new products and innovative ideas from our clients and we ask that you do not share any of the information relating to the products or the research activity in which you participated, via any medium.

If Research Now has reason to believe you have shared material containing our client's intellectual property outside the context of the research activity, your membership may be terminated.

## **Limitation of liability**

Neither Research Now nor its officers, directors, stockholders, subsidiaries, employees, agents, licensors, affiliates, or other third-party providers shall be held liable for any damages or losses, whether direct, indirect, incidental, special, consequential or exemplary damages resulting from:

- The use or inability to use the panel;
- The cost of procurement of substitute goods or services;
- Any transaction entered into or through the panel;
- The reliance on or use of any information, goods, services or merchandise provided on the panel;
- Unauthorized access to or alteration of Member's transmissions or data;
- Statements or conduct of any third party; Any claim attributable to errors, omissions or other inaccuracies in the panel and/or materials or information retrieved through the panel; or
- Any other matter relating to the panel or these terms.

If this limitation of liability provision shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the liability of Research Now shall be limited to the greatest extent permitted by applicable law.

Nothing in these terms shall exclude or limit the liability of Research Now for:

- Death or personal injury arising from its negligence; or
- Liability arising from fraud.

## **Trademark Information**

Research Now, the Research Now logo, and Valued Opinions are trademarks of Research Now Group, Inc. Other trademarks, as well as any third-party trademarks, service marks, logos and trade names appearing on the website, the application or through the panel, are the property of their respective owners.

## **Disclaimer and Warranties**

To the extent permitted by applicable law:

- Member agrees that use of the panel and this website and/or application is solely at the risk of the member.
- The panel and all services offered therein are provided on a strictly "as is" and "as available" basis, without representation or warranty of any kind.
- Neither Research Now nor its third-party partners make any warranty, express or implied:
  - With regard to any products, services, or gifts obtained by members through the panel.
  - That the panel will meet member's requirements.
  - That the panel will be uninterrupted, timely, free of errors or without defects.
  - As to the results a member may obtain by using the panel.
  - As to the accuracy or reliability of any information obtained via the panel.
- Research Now expressly disclaims any and all express, implied and statutory warranties regarding the panel, information, services or goods provided by or through the panel (other than those incapable of exclusion under the laws applicable to these terms), including, but not limited to:
  - The implied warranty of merchantability;

- oThe implied warranties of fitness for a particular user or purpose; and
- oNon-infringement.
- Research Now cannot and shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by clients, partners, reward partners, manufacturers of merchandise or suppliers of services.
- No advice or information, whether oral or written, obtained by a member from Research Now or via the panel shall create any warranty not expressly made herein.

## **Jurisdiction and Governing Law**

These terms shall be governed by and construed according to the laws of England.

If any provision(s) of these terms are held by a court of competent jurisdiction to be invalid, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions shall remain in full force and effect. Research Now and member agree that all lawsuits or proceedings arising out of these terms, or out of member's use of the panel, shall be brought in the courts of England , and the parties hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

## **Indemnification**

Member agrees to pay the reasonable costs incurred by Research Now and its subsidiaries, predecessors, successors, affiliates, officers, directors, employees, agents, licensors, suppliers, co-branders, third-party providers, clients, partners, reward partners or other partners that such parties may incur as a result of, due to, or arising out of the negligent or wilful violation by member (or anyone acting under member's account or password) of these terms or the use or misuse of the panel by member (or anyone acting under member's account or password), or the violation of any rights of another by member (or anyone acting under member's account or password).

## **Notice provision**

Except as provided above with respect to modifications of these terms, Research Now may deliver notices to Member by prepaid certified mail, return receipt requested at the address

in Research Now's database, or via electronic mail at the email address in Research Now's database; any such notice shall be deemed effectively given upon delivery

Member may give notice to Research Now by prepaid certified mail, return receipt requested at the following address: 160 Queen Victoria Street, London, EC4V 4BF, UK; Attn: Legal Department, and any such notice shall be effective upon receipt.

## **How to contact us**

You can contact our Member Services team via the [contact page](#) on the website <https://www.valuedopinions.com/contact>.