

# TERMS & CONDITIONS

complete list of terms and conditions for each of our brands can be found below.

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## US Qualitative

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## Global Qualitative

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## – Quantitative

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### THE CLIENT

For the purposes of this document “The Client” refers to the company commissioning the pro

### BOOKING PROCEDURE

On verbal or written confirmation by The Client, The Company will send, by email, a confirmat  
“Services”]. Any discrepancies should be addressed immediately to the Client’s contact point

### EXCHANGE RATE

We have assumed the exchange rate based on today’s current rate and the final project price  
before project invoicing.

### PAYMENTS

a) Invoices will be billed to The Client and settled in the currency of the quotation. The Client ’

- b) The Company reserves the right to demand payment from The Client of up to 100% of total
- c) Sago standard invoice policy is 50% of the total project value upon award & the balance at
- d) The Company reserves the right to reverse all discounts and/or rebates for the particular s

## **COLLECTION**

In the event that The Client's account is not paid in accordance with these payment terms by month until the account is paid in full.

In the event that The Client's account is in default and placed for collection, it is agreed that T  
Unless otherwise agreed in writing between The Client and The Company,

1. any dispute regarding any project governed by these terms and conditions shall be interp
2. any legal action or proceeding filed in connection with any project governed by these ter

## **AGENTS & CONTRACTORS**

Services may be sub-contracted by The Company, as required. All quotations by The Compa  
separately from The Company costs.

## **BID EXPIRATION**

The bid for Services is valid for 90 days from the date provided.

# **CANCELLATION AND POSTPONEMENT**

## **SERVICES**

In the event that a project is postponed or canceled once the project date is confirmed, it is r  
including facility, recruiting, moderation, incentives, interpretation, translation, managemen  
location and partner and may include rescheduling fees.

## **RESPONDENT CANCELLATIONS**

We maintain careful procedures to ensure that recruited respondents honor their commitme  
they must be canceled due to The Client's change in specifications (i.e. date, venue, qualifyin  
the full honorarium promised them. If rescheduling respondents, additional fees will be appli

## **STUDY SPECIFICATIONS**

Costs, timing, and feasibility submitted are based upon The Client specifications and change

based on available information. If project incidence falls below the estimated percentage sta

Programming errors as a result of client programming are the responsibility of the client and

If the incidence rate should fall 20% or more below what is quoted in this proposal, feasibility

Programming complexity is the key driver of programming cost and will be evaluated prior to the actual complexity. The final survey will be provided in Microsoft Word or compatible form has commenced will be subject to an additional charge based on the amount of time requirec

All costs & timings are conditional and may change if final requirements fluctuate materially additional quotas, additional geographies or other previously unidentified restrictive specific

Because the actual Recruitment and Honoraria Fees cannot be calculated prior to the compl of completed interviews has been achieved, the Total Fees are an *estimate* only – actual Recr

## **SCREENER**

For Health Care surveys, a screener (the last question where respondents can potential disq depending on time, specialty, and geography.

## **PROGRAMMING & HOSTING**

When applicable, The Company will be responsible for programming and hosting of the surve be responsible for providing a final survey in Word format and any study analysis or reporting

## **REDIRECTS**

When applicable, The Company will be responsible for providing sample recruitment and ince redirects and quota(s), quota management, collecting data, returning the unique URL identif

## **PROGRAMMING**

When quoted, these costs are estimated and subject to change based upon the final questi survey instrument and requirements.

## **COMPLETION RATES**

Costs per completed interview include a suspend rate of up to 15%. If the suspend rate excee

## **CLIENT-SUPPLIED SAMPLE**

Written approval will be required by the client if The Company is requested to contact respon to the respondent will include information about how the list was obtained and will also includ

## **QUOTAS & OVERAGES**

For The Company hosted surveys, the client will be responsible for payment of the total number of completes (including the cost and honorarium). For over quota completes which exceed 10% of total completes, the client will control the overall total and individual quotas. However, due to the technical restrictions of our platform, The Company will not be able to control the overall total and individual quotas.

For client-hosted surveys, including surveys hosted by third party who are commissioned by the client, the client will be responsible for payment of the total number of interviews (including both the cost and honorarium).

## **DUPLICATIONS**

The client (or third party commissioned by the client) is fully responsible for removing or disqualifying any duplicate responses from an online survey and The Company is providing sample. The client will be responsible for payment of the total number of responses (including the cost and honorarium).

## **DATA QUALITY STANDARDS**

The Company utilizes rigorous respondent recruiting and panel management processes. We desire to utilize their proprietary disqualification criteria, it must be provided to and agreed upon by the client.

## **TRANSLATIONS**

Cost for the translation of the open-ended questions is an estimate based on an average number of words per question.

Translation cost of the questionnaire or discussion guide is estimated to be at 150 words per translation change will be implemented for changes after translations have commenced.

## **PRIVACY**

No information regarding respondent personal information may be collected by The Client ("Client") without written notice and approval from The Company.

## **CONFIDENTIAL INFORMATION**

All information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") shall be confidential and shall not be disclosed to any third party without the prior written consent of the Disclosing Party.

Neither party shall use (other than for the performance of this Agreement) or disclose to any third party Confidential Information that:

- i. is or becomes generally available to the public, not due to any fault of the Receiving Party,
- ii. is independently developed by the Receiving Party without reference to the Disclosing Party,
- iii. is rightfully received by the Receiving Party from a third party without a duty of confidentiality.

Should a Receiving Party be requested to disclose Confidential Information of the Disclosing Party, the Disclosing Party shall notify the Disclosing Party to permit the Disclosing Party to defend against any such order of disclosure as may be permitted by law.

Should a Receiving Party be required under this Agreement to disclose Confidential Information (including Confidential Information disclosed under legal compulsion), the Receiving Party shall ensure that such third parties accept and abide by the terms of this Agreement that apply to Confidential Information disclosed in connection with proposed services that are intended to be provided to the Disclosing Party.

**LIMITATION OF LIABILITY**

- a) The Company shall not be liable for loss under any circumstances which include, but not limited to, negligence, gross negligence, action, terrorism or any other reason beyond the control of The Company which may cause the Company to be liable for such loss.
- b) If The Company is in breach of its obligations for any reason or terminates a confirmed business relationship with the Disclosing Party, the Company shall not be liable for such loss.

**INDEMNITY**

The Client shall indemnify The Company against any losses, damages, claims and expenses incurred by The Company or its employees: Death or personal injury; Damage to the venue or any part of it; Damage to, loss of, or destruction of property.

**INSURANCE**

- a) The Client shall effect to maintain public liability insurance to a minimum cover of \$2,000,000.
- b) The Client shall not do anything that might render void The Company insurance policy.

**GENERAL TERMS & CONDITIONS**

With confirmation of Services, The Client agrees to our general terms and conditions on our website.

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Europe

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Transcription Services

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QualBoard

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## SOLUTIONS

[Audience](#)  
[Platforms](#)  
[Services](#)  
[Expertise](#)

## COMPANY

[About Sago](#)  
[Leadership](#)  
[Careers](#)  
[News & Media](#)

## LEGAL

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## CONNECT

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## Terms of Use and Membership

Last Updated: February 2023

Welcome to Toluna.com (this "Site"). By using this Site, registering as a member of Toluna, participating in the Toluna Points ("Points" or "Toluna Points") membership program ("Toluna Points Program" or "Points Program") or participating in any survey study provided or hosted by Toluna (each, a "Survey" and collectively "Surveys"), you agree to these Terms of Use and Membership ("Terms") and confirm that you have read and understood our privacy policy ("Privacy Policy").

Our Privacy Policy sets out how Toluna collects, uses and stores your personal information and a copy can be found [here](#).

If you do not agree to the Terms and Privacy Policy, do not use this Site.

Toluna reserves the right, in its sole discretion, to change, modify, add or remove portions of these Terms, and/or our Privacy Policy, at any time. It is your responsibility to check these Terms and our Privacy Policy periodically for changes. These Terms were last updated on the date at the top of these Terms.

Your continued use of this Site following the posting of such changes will mean that you accept and agree to the changes. Provided you comply with these Terms, Toluna grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this Site.

### Eligibility

Membership in any Toluna panel is free and is open to individuals only (not corporations or other business entities) that are at least sixteen (16) years of age or such other age as required by your geographic location. Membership in certain panels may be further restricted based on your age or geographic location. If you are less than eighteen (18) years of age and win any prize or receive any cash reward through Toluna Points or any other Toluna incentive program, then such award will be made to your legal guardian. You are permitted to have only one account.

### Registration and Passwords

While you may access this Site without registering for membership in any Toluna panel, for an account to be established in your name and any Points credited to your account, you must complete the online registration form and must provide Toluna with complete and valid contact information, including your full legal name, home address, and valid e-mail address, together with any other requested information. Your account must have a unique and valid e-mail address and password.

You agree to provide only accurate, current and complete registration information and to keep that information updated in order to maintain its accuracy. Toluna may terminate or suspend your membership and you may forfeit your Points if you fail to provide or keep your personal information accurate and complete.

You may use only one (1) password to open and access your account, and you may not use another account holder's password or allow anyone else to use your password, for any reason. You are solely responsible for the security of your user name and password and any activity that occurs under your membership account, whether authorized or unauthorized. Toluna will not be responsible for any losses incurred through the use of your password by a third party, except when unauthorized use is directly attributable to the gross negligence or fraud of Toluna. You agree to immediately notify Toluna of any unauthorized use or breach of your member account.

Should you forget your password, you may request an e-mail to reset your password using your username so that you can regain use of your account and an email will be sent to the e-mail address we hold in your member profile.

By joining as a member of Toluna's panels, you agree to receive invitations to participate in Surveys via e-mail. Toluna does not guarantee that you will receive a certain minimum volume of invitations or any invitations at all. Your participation in any Survey and your disclosure of any personally identifiable information is completely voluntary and so whether you accept or reject any invitations to participate in surveys is entirely up to you and we will not penalize you for refusing to accept any such invitations.

### Relationships

You are responsible for providing any computer equipment and communications services necessary to connect to and access this Site. You agree that neither your membership in a Toluna panel nor your completion of any Surveys for Toluna and its clients

create any agency, partnership or employment relationship, and that your completion of Surveys is strictly as an independent contractor. You also agree the Points or other incentives you receive for completing Surveys are the only compensation you will receive for your completion of Surveys.

### Code of Conduct Members:

Toluna is an online community dedicated to making your voice heard and allowing you to tell leading providers of products and services what you think. When you use and post content to the Toluna Site or our community we ask that you observe the following rules:

- Be courteous and respect the opinions of others and behave in a manner that supports a safe and comfortable environment for all members.
- Do not post any of the following:
  - Personal information (including any financial information)
  - Material that advocates illegal activity
  - Political, religious or ideological beliefs.
  - Personal attacks or anything obscene, vulgar, illegal, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue, misleading or invasive of someone else's privacy (including "jokes" that may be misconstrued).
  - Advertising and solicitations - do not use any community areas to buy or solicit for goods, services, or money, or to advertise or sell products or services to others. For example, do not post any advertising, referrals, promotional material, junk mail, "spam", chain letters, pyramid schemes or any other form of solicitation.
  - Any content that infringes any patent, copyright, trademark, trade secret or other intellectual property rights of another. In this regard if you do wish to post images on our site please make sure that the images you upload are free to use (for example from websites like pixabay) or even better, use your own photos and images instead.
  - Any statements that express or imply that any actions you take are endorsed by Toluna or our clients.
- Do not take any Survey other than in good faith, such as providing false answers or speeding through a survey or answering each question the same way. Toluna reserves the right to withhold awarding Points to you if, in Toluna's reasonable view, your Survey responses are untruthful or not well considered.
- Do not use your Toluna account outside of the country you registered in. The surveys we offer are related to the country you signed up in, asking questions that are relevant to you. Accessing your account and taking surveys out of the country of registration can be seen as fraudulent and may result in termination of your membership. This also applies if you go on holidays.
- Do not use a VPN, proxy, Tor or any type of masked connection/software.
- Avoid using shared wifi networks. This will allocate you the same IP address as other people on the network, that might also use a Toluna account, and this could potentially be flagged as using multiple accounts.
- Make sure your device settings reflect the country and language you are registered in.
- Do not access or use any part of the Site for anything other than your personal, non-commercial use.
- Do not access or use any part of the Site in any way that may violate any applicable provincial, federal, or international laws, regulations, or other governmental requirements and/or regulations, treaties or tariffs.
- Do not resell, barter, trade or otherwise attempt to generate income by providing access to your Toluna Points to others.
- Do not impersonate any individual or entity, including, without limitation, a Toluna employee, agent or client, or other Toluna members or otherwise misrepresent your affiliation with any person or entity, including by "framing" any portion of this Site to make it look like you have a relationship with us or that we have endorsed you for any purpose.
- Do not attempt to circumvent the Toluna Points system, including by requesting rankings from other members or posting content which does not respond to or posing any questions in order to garner points.
- Do not publish or make reference in any media to any Survey or Site content without our prior written permission.
- Do not collect or store any personal information about other members.
- Do not attempt to access any service or area of the Site that you are not authorized to access.
- Do not use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data.
- Do not send to or otherwise impact us or this Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact this Site or any recipient or take any action, such as a denial of service attack, that might impose a significant burden on this Site's infrastructure or interfere with the ordinary operation of this Site.



- Do not re-post on the Site any statements you receive from the Toluna help desk.
- Do not communicate with the Toluna help desk in a manner which is obscene, vulgar, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue or misleading.
- Do not, under any circumstances, contact Toluna's clients or the sponsor of any survey.
- Do not engage in any other activity that the Company reasonably deems improper or abusive.

Failure to comply with this Code of Conduct may result in termination of your membership account and forfeiture of any Points.

### Uploading content to the Site

Whenever you make use of a feature that allows you to upload content to our Site, you must comply with the content standards set out in our Content Rules (see below).

Any content you upload to our Site ("User Content") will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your User Content, but you grant us and other users of the Site (such as our clients) a non-exclusive license to use, store and copy that User Content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the User Content or the accuracy of any User Content posted by you or any other user of our Site.

We have the right to remove any post you make on our Website if, in our opinion, your post does not comply with the content standards set out in our Content Rules. In particular when posting images please make sure that they are either your own images or you have the right to post them, for example by using free image sites such as pixabay.

The views expressed by other users on our Website do not represent our views or values.

### Rules on uploading your content (including images) ("Content Rules")

If you upload any User Content to the Site, you agree to comply with the following terms of use at all times:

- You must not post or upload any User Content or use the Site in a way that violates any law (including any copyright laws).
- You must not post or upload any personal information about other individuals, including any photographs or video footage of them, without their full and clear consent for such personal information being (a) posted/uploaded to the Site, and (b) used by us and our clients in accordance with these Terms (and the [Privacy Policy](#)).
- You must not post or upload any User Content or use the Site in a way that is offensive, threatening, defamatory, vulgar, obscene, harassing, false, misleading or unreliable, or that brings or is likely to bring us, the Site or our clients into disrepute.
- You agree not to contribute User Content that will infringe another organization's or person's rights (including intellectual property rights and rights of privacy). You agree that you have all the necessary rights and permissions to publish the User Content you submit to the Site.
- We may moderate and review any User Content that is submitted to be posted or is automatically posted/uploaded to the Site. However, we accept no responsibility for any User Content and reserve the right to remove/edit any User Content at any time.
- You are wholly responsible for all User Content posted by you on the Site (including, but not limited to, emails sent by you in connection to the Site).
- Please let us know immediately by contacting us at <https://www.toluna.com/contactus> if any of these rules are broken by you or other users.
- We reserve the right to remove or edit, or require you to edit, User Content posted to the Site at any time.
- Any User Content you post to the Site may be used by us for any purpose subject to the [Privacy Policy](#).
- To the extent permitted by law, you hereby indemnify us against all losses, damages, proceedings, actions, legal costs and disbursements, expenses and any other losses or liabilities arising from your posting of User Content, or use of the Site, or your breach of these Terms.

In the event that we are notified by a third party that User Content that you have uploaded to the Site infringes the intellectual property rights of a third party, then we reserve the right to release your identity and contact details to that third party for the purpose of them taking enforcement action against you without notice to you.

You acknowledge and agree that we can release your details to such third parties under any relevant exemptions available to us pursuant to applicable data protection legislation for the purposes of that third party taking such enforcement action and you hereby waive any rights you may have against Toluna in connection with such disclosure.

## Confidentiality of Surveys

Toluna's clients may disclose confidential, commercially sensitive and/or proprietary information and materials to you as part of Surveys, and such information and materials shall remain the sole and exclusive property of its owner. This confidential information may include, but is not limited to, new services, new product ideas or concepts, packaging concepts, advertising an movie or television concepts or trailers, and the text, visual images and sounds related thereto. By becoming a member, you agree that you will keep the contents and materials disclosed to you as part of all Surveys in which you participate confidential and not disclose them to any third party or use the confidential information for any purpose except for the sole purpose of completing the Survey. If you breach this obligation, in addition to forfeiture of your Points and termination of your account, you may be liable for monetary damages to Toluna and/or our client for damages caused by the result of your breach.

## Member Content and License

You hereby grant a non-exclusive, perpetual, unlimited, worldwide, royalty-free license to Toluna to use for any purpose any content you submit to this Site, including the right to edit, copy, transmit, publish, display, modify, distribute, create derivative works from and develop such content and to transfer such content to third parties. You, not Toluna, will have sole responsibility and liability for all content you use, upload, post or submit to the Site, including on our message boards and in any Surveys in which you participate, including the obligation to obtain any necessary approvals and authorizations required to post such content.

## Toluna Points

### What are Points?

Toluna values our members' opinions, and to show our appreciation, Toluna offers incentives in the form of credits called "Points" which are credited to your account maintained by Toluna. Points are redeemable for cash or rewards as specified and subject to the terms below.

### Earning Points

Your ability to earn points is not time-based and we will only award you points, which will be deposited into your account in return for your participation in activities authorized by Toluna, which includes, but are not limited to, registration as a panelist, completion of demographic profiles and completion of qualitative or quantitative marketing research activities performed by Toluna, and only in accordance with the specific incentives offered for each activity.

Toluna is dedicated to providing quality data to our clients. To ensure this level of quality, please note that you might not qualify for all Surveys, in which case, the Survey will close and you will not receive Points. The reasons you might not qualify include, but are not limited to:

- You must not post or upload any User Content or use the Site in a way that violates any law.
  - Your profile not corresponding to our client's target audience
  - Discrepancy in logical suite of responses
  - Untruthful responses or false answers
  - Inappropriate or abusive replies
  - Going too quickly through the questions to properly consider your answers
  - Lapse in attention leading to failed quality checks
- You may earn Points as follows:
  - Survey Completion: Earn Points for each Survey you qualify for and complete. Points awarded vary by survey.
  - Personal Interest Survey ("Profile") Completion: Panelists can earn additional Points by completing the Profiles. Each completed Profile is worth an additional 100 Points.

The timing of credits for points depends on the Survey. For some Surveys, credits are applied within a few days; for others, the credits are applied after the Survey has closed.

Toluna will maintain a record of the Points credited to and debited from your account and you can check the status of your account online by logging in and checking the "Your Points" tab. Although Toluna makes every effort to ensure that accounts are credited correctly, it is your responsibility to verify that your Points have been credited properly. If you feel the incentive amounts credited to your account are incorrect, you must contact Toluna by email within sixty (60) days following our allegac

error and explain in full the basis of your dispute, attaching any relevant information which offers evidence of the discrepancy. Upon receipt of your notice, we will investigate your claim and notify you of our decision to adjust or maintain the amount of Points credited to your account, as we deem appropriate, within thirty (30) days. If we need additional time to decide your claim, we will notify you and will endeavor to render a decision as soon as reasonably practicable. Any decision by us with regard to such a claim will be final.

### Redeeming Points

You can spend your Points at any time by going to the "Rewards" tab on the main page. Points awarded are not time-based but are only awarded for Survey completion, Profile completion, and other participation on this Site.

Points automatically convert to cash values whenever you request a payment. In our current model, 3,000 points is equivalent to \$1.00. Alternatively Points can be converted to a voucher.

### Vouchers/Coupons

If you request a voucher, Toluna will make the voucher code available via electronic means within 3 weeks of your request.

Electronic vouchers (e-vouchers) will either be sent to your Toluna account or to the email address within your member profile in your account.

Please make sure that we have your correct email address to avoid any delays in delivery.

Any request to resend a missing voucher must be made within 3 months from when the voucher was originally sent. Toluna will not process any orders after the expiry of this 3-month time limit.

### Cash Payments

PayPal requests for cash payment will be credited directly to the PayPal account indicated in your account at the time within weeks. It is your sole responsibility to keep such information current.

All rewards are subject to change as may be necessary to comply with applicable laws or regulations and we reserve the right to voice vouchers where such laws or regulations dictate that we must do so.

### Expiration of Points

When Points are credited to your account they will remain valid for one year (12 months) from the date they are earned. If after this period the Points have not been used, they will automatically expire and be deleted from your account. This deduction will always occur towards the end of the month, usually on the 28th day. For example, if you earned Points on March 15, 2021, they will be removed from your account on March 28, 2022, if they are still in your account. Points cannot be redeemed after the expiration date.

In addition, all of your Points will immediately expire and be forfeited in the event that you cancel your account at Toluna or if your account becomes "inactive." To be an active member means that you have joined Toluna and participated in a Survey or other activity on this Site within 12 months of your initial registration or within the preceding 12 months. Toluna will not provide you with any notice of the cancellation and forfeiture of any of your Points. Toluna reserves the right to amend these cancellation and forfeiture rules in its sole discretion.

### Misconduct, Fraud and Correcting Account Errors

Toluna retains the right to monitor all member activity within Toluna Points. If you have violated our Code of Conduct above, in the event that your account shows signs of fraud, abuse or suspicious activity, your member account may be terminated and you may forfeit all accumulated Points. If you have conducted any fraudulent activity, then subject to local applicable law Toluna reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as result of such activity. In addition, if allowed by law, you may be liable for monetary losses to Toluna, including litigation costs and damages, and you will not be allowed to participate in Toluna Points in the future.

If your account does not accurately reflect your Point balance, Toluna reserves the right to correct such errors. If you have been awarded Points in error or you believe that your member account has been the subject of suspicious activity, please contact Toluna immediately. If it is determined that you have been the victim of fraud, the Points you have earned will be transferred to a new member account.

### Transferability

Points have no cash value, and may not be assigned, transferred and/or pledged to any third party. You have no property rights or other legal interests in any Points granted pursuant to the Toluna Points Program.

### Toluna Points Program Duration & Changes to Rules

Any revisions to the Points Program may affect your ability to use any Points you accumulate. If the Points Program is terminated or your membership is terminated by Toluna other than as a result of your breach of these Terms, you will only have 30 days from such termination date to redeem all your accumulated Points. If there is a modification to the Points Program, we will endeavor to notify you; however, Toluna will not be responsible if you do not learn of the modification. The rewards offered and Point levels required for specific rewards are subject to change without notice. All rewards are subject to availability.

### Toluna Intellectual Property

This Site is protected by intellectual property laws and you agree to respect them. All rights not expressly granted to you are reserved by Toluna or its licensors.

The "TOLUNA", "TOLUNA INFLUENCERS" logos and the marks "TOLUNA", "TOLUNA INFLUENCERS" and "TOLUNA.cor" are trademarks or registered trademarks of Toluna or its affiliates. All other trademarks, service marks, logos and trade names used on this Site is the property of Toluna or their respective owners or are owned by third parties but used by Toluna with their owner's consent. All rights are reserved.

For the purposes of this paragraph, "Content" means (without limitation) all text, design, graphics, images, sound files, animation, video, interfaces, software, code and the selection and arrangement thereof appearing or included from time to time on this Site. All Content on this Site is subject to intellectual property rights, contractual or other protection. The intellectual property rights are owned by us or our licensors. No Content may be copied, distributed, republished, uploaded, posted or transmitted in any way except pursuant to the express provisions of these Terms or with our prior consent. Modification or use of the Content for any other purpose may violate intellectual property rights. No right to use the Content is granted to users and – all titles and/or rights remain with us. This Site is © TOLUNA. All rights reserved.

### Disclaimer of Warranties

By utilizing the Toluna Points Program, you acknowledge and agree that Toluna is not a bank or any other kind or form of financial institution and that "Points" credited to your account are not actual cash deposits, do not earn interest, and are only accounts entries that entitle you to the amount of the credited Points if you redeem them in accordance with these terms of use. You further agree that you may only redeem the amounts in your account in the manner and according to the procedure described in these terms of use, which we may amend from time to time. Toluna is not responsible for the actions of any third party, such as the issuers of any gift cards, vouchers or other rewards redeemable for Points.

You expressly agree that your use of this Site and the Toluna Points Program is at your sole risk. You agree that this Site, all information on this Site, the services offered by this Site and the Toluna Points program are provided by Toluna or its corporate parents or affiliates, successors or assigns, suppliers or agents, "AS IS" and "AS AVAILABLE ." Toluna is not responsible for typographical errors regardless of source. In addition, Toluna does not represent or warrant that the information accessible on this Site is accurate, complete, or current. You hereby release Toluna and its affiliates and third party providers from all liability regarding the redemption and use of any rewards, including any rewards that, after receipt, may be lost, stolen or destroyed

TO THE FULLEST EXTENT ALLOWED BY LAW, TOLUNA DISCLAIMS ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF: (a) MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, RESULTS, ACCURACY OR COMPLETENESS; AND (b) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU SHARE YOUR PERSONAL DATA, INCLUDING IMAGES AND YOUR USER PROFILE INFORMATION WITH OTHER USERS OF THE SITE AND/OR PUBLICLY, WE EXCLUDE ALL LIABILITY AS TO THE SECURITY OR CONFIDENTIALITY OF SUCH INFORMATION.

TOLUNA FURTHER DISCLAIMS ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING BUT NOT LIMITED TO REASONABLE CARE, WORKMANLIKE EFFORT, FREEDOM FROM COMPUTER VIRUS, AND LACK OF NEGLIGENCE. TOLUNA FURTHER MAKES NO WARRANTY IN RESPECT OF YOUR ENJOYMENT OF ANY ASPECT OF THE SITE.

### Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER TOLUNA NOR ANY OF OUR AFFILIATES OR AGENTS WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR GENERAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, LOSS OR IMPAIRMENT OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OR OTHER ASPECT OF THE ENTIRE AGREEMENT OR THIS SITE, EVEN IF TOLUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

IN NO EVENT SHALL THE LIABILITY OF TOLUNA, ITS CORPORATE PARENTS OR AFFILIATES, SUCCESSORS OR ASSIGNS, SUPPLIERS OR AGENTS EXCEED THE ACTUAL RETAIL VALUE OF AN APPLICABLE REWARD AT ISSUE, OR IF A DISPUTE RELATES GENERALLY TO YOUR USE OF THE POINTS PROGRAM, TO THE FAIR MARKET RETAIL VALUE OF THE REWARDS WHICH YOUR UNUSED, UNEXPIRED, NON-CANCELED POINTS ARE CONVERTIBLE INTO.

### Indemnification

To the fullest extent allowed by law, you agree to indemnify and hold Toluna, and its parent and affiliated companies, together with their officers, directors, owners, employees and agents harmless from any and all claims, losses, damages, suits, fines, levy's and costs (including reasonable attorney's fees and expert witness costs, including costs associated with in-house counsel), (collectively "Claims"), arising from or related to your use of this Site and any content you place on this Site, including Claims made by third parties. You agree that Toluna has the unlimited right to defend any claim and settle any claim without your prior permission. You agree to provide Toluna with all reasonable assistance in the defense of any claim.

### Canceling Your Account

You may cancel your account at any time by contacting Toluna at <https://us.toluna.com/contactus> or by going to "Account details" underneath your profile picture and selecting "Unsubscribe Options" on the bottom left hand corner, then completing the process by selecting the option "cancel your account". Your account will also be canceled if you withdraw from the Toluna panel. Immediately upon deletion or your withdrawal from the Toluna panel, your account will be closed. You understand and agree that, as noted above, upon closing your account, your right to access the Toluna Points program will cease and all Points credited to your account at such time, however and whenever accumulated, will be forfeited. Toluna may terminate your account at any time for any reason.

### Tax Liabilities

You may be required under local laws to pay taxes on prizes you receive. You acknowledge that we may supply information taxing agencies, or withhold taxes, at the request of those agencies or as we, in our sole discretion, deem appropriate. You acknowledge and agree that you will provide Toluna with any additional personal information that Toluna needs to comply with any reporting or withholding obligations. Your failure to provide such information within 30 days of a request sent by Toluna to the email address registered at that time may result in the forfeiture of Points or the prizes you may have won.

### Links

Toluna may provide links to third-party websites as a convenience to you, and Toluna's provision of any link does not constitute an endorsement by such site of Toluna or vice versa. You agree that Toluna is not responsible for examining or evaluating the content or accuracy of these sites and Toluna does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Toluna is not in any way responsible for any such use by you.

### Notices

Notices to You: We may give you all notices that we are required to give by posting such notices on this Site. You also agree that we may give notice by email at our discretion, including notice of subpoenas or other legal process (if any). We may provide notice to any email or other address that you provide during registration. You agree to keep your address current and to check for notices posted on the Site.

Notices to Us: We receive many emails and not all employees are trained to deal with every kind of communication, so you agree to send us notice by mailing it to Toluna SAS, 5 avenue du château, 94300 Vincennes, France Attn. Team Panels.

### Entity Agreement; Miscellaneous.

These Terms, including items incorporated into them (eg, the [Privacy Policy](#)), as well as any additional terms or conditions contained on the Site for particular activities, and disclosures provided by us and consents provided by you on the Site (collectively, the "Entire Agreement"), constituting the entire agreement between us and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement. If any provision of the Entire Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under shall not affect the validity and enforceability of the rest of these Terms and the remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. Our failure to act with respect to a breach does not waive our right to act with respect to subsequent or similar breaches, and time is of the essence of the Entire Agreement.

To the fullest extent allowed under applicable law, you hereby waive your right to bring any class action lawsuits against Toluna with respect to any matter. You hereby acknowledge and agree that in the event you believe you have any grounds, however so ever arising, to take action against Toluna, such action will be commenced by you alone and in your own name.

This Site is controlled by us from our offices within the United States of America and is directed to US users. If you choose to access this Site from locations outside the US, you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Site in violation of US export laws and regulations or the Entire Agreement.

## Notice of Copyright Infringement

Toluna respects the intellectual property rights of others and requests that you do the same. Anyone who believes that their work has been reproduced on this Site in a way constituting copyright infringement may provide a notice to our Group Gene Counsel containing the following:

- An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of the copyright
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information sufficient enough to permit us to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A representation that the information in the notice is accurate, and if applicable that the complaining party is authorized act on behalf of the owner of the right that is allegedly infringed.

Copyright infringement claims and notices (but not other notices) should be sent to the attention of the Group Head of Legal the following manner:

- by mail: Toluna UK Limited, Ealing Cross, 85 Uxbridge Road, London W5 5th Attn. Group Head of Legal
- by email: [legal@TOLUNA.com](mailto:legal@TOLUNA.com)

## Complaints and Feedback on Surveys

If you have a complaint of any nature, or if you have an issue with the content of any survey, you should contact us at <https://www.toluna.com/contactus> or at Toluna SAS, 5 avenue du château, 94300, Vincennes, France. In particular, you should not contact any of Toluna's clients or the sponsors of any survey's directly, under any circumstances.

If you have any other complaints, you may contact us at 501 Merritt 7, 6th Floor, Norwalk, CT 06851, USA Attn. Team Panels. If you are a resident of California, you may also reach out to the Complaint Assistance Unit of the Division of Consumer Services of the Dept. of Consumer Affairs who may be contacted at 400 R Street, Sacramento, CA 95814 or (800) 952-5210.

## Release of Liability:

Toluna and any partners and clients affiliated with Surveys are not in any way liable for lost, late, or misdirected entries or for any damage or loss resulting from a) technical errors related to computers, servers, providers, or telephone or network lines; b) printing errors; or c) injury or damage to property which may be caused, directly or indirectly, in whole or in part, from receipt of any prize. Taxes and additional shipping, handling and delivery fees in excess of the prize amount, if any, are the sole responsibility of the prize winner. By accepting the prize, the winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming seeking said prize.

Winner also accepts sole responsibility for any miscellaneous costs relating to the acceptance of this prize. Except where prohibited, acceptance of the prize constitutes the winner's consent to use his or her name, likeness, and biographical data for advertising and promotional purposes without additional compensation. If the winner does not want to authorize the use of his or her name for the likeness of advertising and promotional purposes, he or she must inform Toluna at the time of notification

conduct

Toluna reserves the right, at its sole discretion, to terminate a member account of any individual it finds to be: a) tampering or attempting to tamper with any Toluna website; b) violating the terms of service, conditions of use and/or general rules or guidelines of any Toluna property or service; or c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

## **Termination of your account**

If your membership or your access to the Site is terminated or suspended for any reason, you must not access the Website without our prior written consent.

**This Site is hosted by:**

Toluna USA, Inc.  
501 Merritt 7, 6th Floor  
Norwalk, CT 06851 USA





[About Us](#) [Cookies Policy](#) [Contact Us](#) [FAQ's](#)

# Terms of Use

## United States

### Table of Contents

[Terms of Use: United States](#)

[NOTICE OF ARBITRATION PROVISIONS](#)

[Introduction](#)

[1. Use of Prodege Sites and Features and our Services](#)

[2. Permitted Users](#)

[3. Rewards Programs](#)

[4. Sweepstakes, Contests and Promotions](#)

[5. Intellectual Property](#)

[6. Reporting Copyright Infringement - DMCA Policy](#)

[7. User Conduct](#)

[8. Communications Channels](#)

[9. Disclaimer of Warranties, Limitation of Liability, and Indemnification](#)

[10. Compliance with FTC Guides on Endorsements & Testimonials](#)

[11. Binding Arbitration of all Disputes and Claims](#)

[12. Tax Matters](#)

[13. Notification of Changes](#)

[14. Authorized Jurisdictions](#)

[15. Excluded Users and Territories](#)

[16. Miscellaneous](#)

[17. Contact Us](#)

### Looking for Customer Support?

Find the Help Centers

Below:

[Swagbucks](#)

[InboxDollars](#)

[MyPoints](#)

[Upromise](#)

[Tada](#)

[ySense](#)

**Last updated effective July 1, 2024**

### NOTICE OF ARBITRATION PROVISIONS

**Your use of the Prodege Sites and Features and our Services (both as defined below) is subject to binding individual arbitration of any disputes which may arise, including a class action waiver, as provided in Section 11 of these Terms of Use. Please read the arbitration provisions carefully and do not use any of the Prodege Sites and Features or our Services if you are unwilling to arbitrate any disputes you may have with us (including without limitation any disputes relating to these Terms of Use and our Privacy Policy) as provided herein.**

### Introduction

Prodege, LLC, a California limited liability company, (together with any affiliates, the “**Company**”) owns and operates a number of different websites, mobile applications, and interactive services, including without limitation Swagbucks, MyPoints, InboxDollars, Upromise, CouponCause, Swagbucks Daily Trivia, MyGiftCardsPlus, ySense, Tada, Pollfish, Poll Pay, Easy Bucks, Gopinion, BitBurst, AdGate Media, Playtime Perks, Prodege.com, and others (collectively, the “**Prodege Sites**”). If you reside in the United States, these Terms of Use (“**Terms**”) apply to the Prodege Sites and to all of the features, Internet browser extensions, emails, text (SMS) messages, online services and other functionalities (collectively, the “**Features**”) available via or related to the Prodege Sites, whether accessed via a computer, mobile device or other devices you use (each a “**Device**” and collectively, “**Devices**”), or otherwise (collectively, the “**Prodege Sites and Features**”), and all services available on or through the Prodege Sites and Features (“**our Services**”). These Terms are a legal agreement between you and the Company. By using any of the Prodege Sites and Features or our Services, or clicking to “Accept” or otherwise agreeing to these Terms where that option is made available to you, you agree to be bound by these Terms. **If you do not agree to these Terms, please do not register with or use any Prodege Sites and Features or our Services.** You also acknowledge that you have had the opportunity to review our standalone [Privacy Policy](#), and you consent to our collection, use and disclosure of your personally identifiable information in accordance with the Privacy Policy. We may post additional terms, official rules, agreements, or guidelines that apply to certain Prodege Sites and Features or our Services, including, without limitation, the [CLO Terms](#) for card-linked offers, the [MyGiftCardsPlus.com Terms of Sale](#) for purchases on MyGiftCardsPlus.com, and the [Upromise Member Agreement](#) for Upromise members (“**Additional Terms**”), and you may be subject to such Additional Terms when you access those Prodege Sites and Features or our Services. When you are using any Prodege Sites and Features or our Services that are subject to Additional Terms, all references herein to these Terms include the Additional Terms. In the event of any conflict between the Additional Terms

and these Terms, these Terms shall prevail unless expressly otherwise stated in the Additional Terms, which are intended to supplement, but not replace, these Terms. If you have any questions or concerns regarding these Terms or any Additional Terms, please contact us as provided in Section 17 below.

## 1. Use of Prodege Sites and Features and our Services

You agree to use the Prodege Sites and Features and our Services only for purposes that are permitted by these Terms and any applicable law, regulation, or generally accepted practices in the relevant jurisdictions. Subject to all of the provisions of these Terms, the Company hereby grants you a limited, terminable, non-transferable, personal, non-exclusive license to access and use the Prodege Sites and Features and our Services solely as provided herein. You may download material displayed on the Prodege Sites and Features for non-commercial, personal use only, provided you do not remove any copyright and other proprietary notices contained on the materials. You may not, however, distribute, modify, broadcast, publicly perform, transmit, reuse, re-post, or use the content of the Prodege Sites and Features, including any text, images, audio, or video, for public or commercial purposes without the Company's prior written permission. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with the Company. Your right to use the Prodege Sites and Features and our Services is not transferable. You acquire no rights or licenses in or to the Prodege Sites and Features and materials contained therein other than the limited right to access and utilize the Prodege Sites and Features and our Services in accordance with these Terms. If you are accessing the Prodege Sites and Features via any of our applications available via third parties including, without limitation, Apple, Inc.'s "App Store" or Google, Inc.'s "Google Play" store, you acknowledge and agree that these Terms are entered into by and between you and the Company only, and that none of the foregoing third parties are party to these Terms, and they are not sponsors of, nor in any way affiliated with, the Prodege Sites and Features or any of our Services.

## 2. Permitted Users

**We prohibit anyone from using the Prodege Sites and Features or Services who is under thirteen (13) years of age (or, if greater than 13, the minimum age applicable in your jurisdiction).** If you are under the age of eighteen (18) (or the legal age of majority in your jurisdiction), you represent by accessing the Prodege Sites and Features or our Services that you have your parent's or legal guardian's approval to access them. If we receive actual notice that you are under the age of 13 (or the applicable minimum age in your jurisdiction) or lack parental approval (where required by law), we will terminate your access to the Prodege Sites and Features and Services, deactivate your account, and delete your data. Some offerings on the Prodege Sites and Features and some of our Services may also be subject to additional age or parental consent restrictions. By using the Prodege Sites and Features or Services, you confirm, represent, and warrant that:

- you are able to form a binding contract with the Company;
- you are not subject to the prohibitions described in Excluded Users and Territories (Section 15) of these Terms;
- you will comply with these Terms (including any Additional Terms) and all relevant local, state, national, and international laws, rules, and regulations.

If you are the parent or legal guardian of a user under the age of eighteen (18), by allowing your child to use the Prodege Sites and Features and our Services, you are subject to these Terms and responsible for your child's related activity.

## 3. Rewards Programs

**A. Overview.** The Company may offer one or more rewards programs ("**Rewards Programs**") under which you may have the opportunity to receive points (in the Swagbucks.com program, such points are called "SB", and in the MyPoints.com program, they are called "Points") or other credits (collectively, "**Rewards**") related to your participation in or interaction with various advertising, content, shopping opportunities, special offers, surveys, coupons, location-based deals, and other Rewards opportunities (collectively, "**Offers**"). Regardless of whether they are expressed as points or dollar amounts, Rewards have no cash,

monetary, or other value and are only redeemable for gift cards or other prizes or redemption methods as may be offered by the Rewards Program from time to time (collectively, "**Redemption Prizes**"), subject to these Terms and the Rewards Program redemption requirements at the time of redemption.

**B. Suspension or Termination of your Participation.** The Company may limit, suspend, or terminate your ability to participate in a Rewards Program, and may suspend or void any Rewards or potential Rewards you may have received or accumulated in a Rewards Program but not yet successfully redeemed, if we determine in our sole and absolute discretion that you have not complied with these Terms, require an uncommon or excessive level of customer support, or otherwise are not using and receiving the Rewards Program benefits in a mutually satisfactory way consistent with the typical member. You agree to abide by the final and binding decisions of the Company regarding any Rewards Program and your participation in it. We reserve the right to change, suspend, or cancel all or a portion of a Rewards Program, including any unredeemed Rewards, at any time, without prior notice or compensation to you.

**C. Receiving Rewards.** You may receive Rewards in a Rewards Program by participating in various Offers, as described in the applicable Rewards Program. Subject to the other provisions of these Terms, the Company will deposit any Rewards for Offers that you choose to participate in and successfully complete into the account that you established when you joined the Rewards Program (the "**Account**"). Rewards are deemed successfully completed once you have fully and properly satisfied all of the requirements of the Offer in the manner specified in the Offer (including any time limitations or waiting periods for acceptance or completion of the Offer) and in compliance with these Terms, and the Company and/or our third-party Rewards Program partners are able to properly validate, track and record that you have done so. In connection with any request to receive credit from Customer Support for completing an Offer that did not credit automatically, we may require you to initiate your support request from your Rewards Program ledger to ensure proper handling and tracking for completion via our systems. For avoidance of doubt, the Company shall not be responsible for, nor shall the Company be obligated to award Rewards to you for, any Offer that is not properly recorded, tracked, validated and/or deemed a successfully completed Reward under the Company's and/or our third-party Rewards Program affiliates' policies, procedures, and systems. In some instances, the Company's third-party Rewards Program affiliates, rather than the Company, may make the final determination of whether an Offer has been successfully completed and thereby should result in a Reward. Please be sure to review all applicable terms of Offers and Rewards before deciding whether you would like to participate. We also reserve our right to: (1) change or limit the Offers or Rewards available or your ability to participate in certain Offers or the Rewards Program itself, (2) change or limit the eligibility for or allowable frequency of Offers, and (3) change or limit the number or type of Rewards you can receive for a given Offer or during a given time period, including, without limitation, the right to correct any inadvertent error in the number or type of Rewards awarded and to claw-back any unearned or unqualified Rewards deposited in your Account as a result. All such changes or limitations shall apply to all past, present, or future Rewards, unless otherwise expressly stated.

**D. Redeeming Rewards.** Subject to the other provisions of these Terms, you may redeem accumulated Rewards in your Account for Redemption Prizes pursuant to the applicable Rewards Program redemption requirements at the time of redemption. Supplies of Redemption Prizes may be limited. Redemption Prizes may be awarded or redeemed on a first-come, first-served, and while-supplies-last basis. If you attempt to redeem Rewards for a Redemption Prize and the Company determines that the Redemption Prize is unavailable, out of stock, or for whatever reason cannot be provided to you, the Company may, in our sole and absolute discretion, provide you with a Redemption Prize of equal or greater value. No re-crediting, reversal, or refund of Rewards will be issued for any reason after Rewards have been successfully redeemed; in other words, once you order and receive a Redemption Prize, you may not reverse or cancel the Redemption Prize transaction or return the Redemption Prize for a refund or re-crediting of Rewards to your Account. The only way to use Rewards is to redeem them for such Redemption Prizes as the Company may elect to offer from time to time for the applicable Rewards Program.

E. Verifying Identity and Eligibility. The Company also reserves the right to verify your identity to our complete satisfaction prior to crediting or allowing redemption of any Rewards, issuing, or delivering any Redemption Prizes in any Rewards Program, or otherwise providing you with access to or any benefit associated with the Prodege Sites and Features, our Services, or your Account. The Company implements such verification requirements to confirm, preserve and protect the security of the Prodege Sites and Features, our Services, and your Account from unauthorized access and security threats. We may do so by requesting—either directly or indirectly via a third-party verification service—that you provide an image of your passport, driver's license, or state ID card, by requiring you to verify the mobile phone number associated with your Account, or by such other proof of identity or eligibility as we may require. Some of our Services or Redemption Prizes may have additional eligibility requirements and in that case the Company also reserves the right to determine or verify your eligibility using such methods as we deem appropriate. If you are unable or unwilling to verify your identity in response to our request, or if we have other reason to suspect your Account may be compromised, insecure, or a threat to the Prodege Sites and Features, our Services, or your Account, we reserve the right in our sole and absolute discretion to temporarily or permanently deactivate or deny or restrict access to your Account, or any benefit associated with the Prodege Sites and Features or our Services.

F. Delivery of Redemption Prizes. Redemption Prizes are generally digital and delivered electronically to the email address then associated with your Account or as otherwise provided in the applicable Rewards Program, but in some cases may be physical items mailed to the postal address associated with your Account. Processing times may vary. Where we are unable to deliver a Redemption Prize or it goes unclaimed for whatever reason (including, without limitation, because of postal, shipping, customs, or other legal duties, taxes, requirements, or impediments), you hereby direct and authorize us, where possible, to cancel or reverse the redemption for that Redemption Prize and restore the associated Rewards to your Account in the applicable Rewards Program, so that you can attempt to redeem such Rewards again in the future; provided, however, that we shall not be liable to you for any inability or failure to cancel or reverse the redemption and restore the associated Rewards to your Account.

G. Rewards Have No Monetary Value and Are Nontransferable. You agree and acknowledge that unredeemed Rewards in your Account have no cash, monetary, or other value, remain the sole property of the Company, and are only redeemable for such Redemption Prizes as the Company may elect to offer in the Rewards Program from time to time, subject to these Terms and the Rewards Program redemption requirements at the time of redemption.

H. Inactive Accounts. Any Account that has not met our minimum activity standards for twelve (12) consecutive months or more may be deemed inactive and the Account closed. Our minimum activity standards require the Account holder to do at least one of the following every 12 months: (i) login to the Account; (ii) redeem rewards held in the Account; or (iii) post at least one (1) unit of reward earnings from new activity that the holder initiates on the Prodege Sites or Features. An Account holder may not meet "new activity" standards by passively receiving Rewards for referrals made—or similar recurring Rewards—from activities that the holder initiated on the Prodege Sites or Features more than 12 months prior. We may modify our inactive Account rules and policies in our Rewards Programs from time to time, and if your Account becomes inactive pursuant to such then-current rules or policies, we may close your Account accordingly, without any compensation or further obligation to you regarding the closed Account. If you have any questions or concerns regarding these actions or wish to request Account reactivation (subject to such terms, limitations, and requirements as we may impose from time to time), please contact us as provided in Section 17 below.

I. Rewards Expiration. We may also adopt or modify our Rewards expiration rules and policies for any past, present, or future Rewards from time to time, and if your Rewards expire pursuant to such then-current rules or policies, we may remove such Rewards from your Account, without any compensation or further obligation to you regarding the expired Rewards. If you have any questions or concerns regarding these actions or wish to request re-crediting of the expired points to your Account (subject to such terms, limitations, and requirements as we may impose from time to time), please contact us as provided in Section 17 below.

**J. Shopping Rewards.** For shopping Rewards, we reserve the right to request and verify receipts of completed purchases prior to or in connection with the awarding of Rewards for shopping Offers in order to verify with the applicable merchant that such purchases are valid. If you return or exchange any products or cancel any services for which you received Rewards, we reserve the right to deduct any associated Rewards from your Account. If you received Rewards based upon photos or scans of purchase receipts or other materials (such as an itemized packing slip for online orders to verify that you have completed the purchase and received the items purchased), you must submit a legible photo or scan of the original valid receipt or other materials, which cannot have been altered in any way (as determined in our sole and absolute discretion) and must be from a purchase that you paid for personally. Failure or refusal to provide requested documentation or proof of purchase is grounds for denying any Rewards credit.

**K. Referral Program Rewards.** From time to time, we may offer special bonuses or incentives as referral Rewards for you to refer others who successfully join and participate in our Rewards Programs, using a personal referral code or URL, which shall be governed by the current Referral Program terms for the applicable Rewards Program. You agree to only provide us with email addresses or other personal information of persons for referral purposes with their knowledge and consent. You shall not be eligible to earn referral Rewards if you invite other users who share the same Device, if you create multiple accounts in an effort to earn referral Rewards for inviting yourself, or if you otherwise violate these Terms or the applicable Referral Program terms. If you cannot produce proof satisfactory to us that referrals have been made in accordance with these Terms and the Referral Program terms, we may terminate your Account, withhold, or rescind any referral Rewards, reverse or correct Rewards balances in your Account, or take other remedial actions as we deem appropriate.

#### 4. Sweepstakes, Contests and Promotions

Any sweepstakes, contests, or promotions (collectively, "**Promotions**") that may be offered via any of the Prodege Sites and Features or our Services may be governed by Additional Terms, including but not limited to official rules, which may set out eligibility requirements, such as certain age or geographic area restrictions, terms and conditions, and details governing how your personal information may be used. It is your responsibility to read all Additional Terms to determine whether you want to or are eligible to participate, enter or register in or for the Promotions. By participating in a Promotion, you agree to comply with and abide by such Additional Terms and the decisions of the sponsor(s) thereof.

#### 5. Intellectual Property

You acknowledge that the Prodege Sites and Features have been developed, compiled, prepared, revised, selected, and arranged by the Company and others through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of the Company and others. It is our policy to enforce these intellectual property rights to the fullest extent permitted under law. The trademarks, logos, and service marks ("**Marks**") displayed on the Prodege Sites and Features are the property of the Company or third parties and cannot be used without the written permission of the Company or the third party that owns the Marks. The Prodege Sites and Features are also protected as a collective work or compilation under U.S. copyright and other foreign and domestic laws and treaties. Users are prohibited from using (except as expressly set forth herein), transferring, disposing of, modifying, copying, distributing, transmitting, broadcasting, publicly performing, displaying, publishing, selling, licensing, or creating derivative works of any content on the Prodege Sites and Features for commercial or public purposes. Nothing contained herein shall be construed by implication, estoppel or otherwise as granting to the user any ownership interest in any Mark, copyright, patent, or other intellectual property right of the Company or any third party. The Company exclusively owns all worldwide right, title and interest in and to all documentation, software, contents, graphics, designs, data, computer codes, ideas, know-how, "look and feel," compilations, translations, digital conversions, and other materials included within the Prodege Sites and Features and related to our Services, and all modifications and derivative works thereof, and all intellectual property rights related thereto.

## 6. Reporting Copyright Infringement - DMCA Policy

If you believe that any content, user-posted materials, or any other material found on or through the Prodege Sites and Features or our Services, including through a hyperlink, infringes your copyright, you should notify us. To be effective, the notification to us must be in writing and must comply with the following instructions.

Written notices must be sent either:

- electronically to [dmca@prodege.com](mailto:dmca@prodege.com) with subject line "DMCA Takedown Request." Emails sent to [dmca@prodege.com](mailto:dmca@prodege.com) for purposes other than communication about copyright infringement may not be answered; or
- via certified mail (with a confirmed receipt requested) to: DMCA Notice, Prodege, LLC, 8605 Santa Monica Blvd. PMB 36227, West Hollywood, California, 90069-4109, USA; Attention: Copyright Agent.

Please do not use the [dmca@prodege.com](mailto:dmca@prodege.com) email address to submit any requests or communications related to any topic other than copyright notices, and any other requests or communications submitted to that email address will be disregarded.

Each written notification must contain the following information to be deemed a valid notice:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive copyright interest;
- description of the copyrighted work that you claim has been infringed;
- description of where the material that you claim is infringing is located on the Prodege Sites and Features that is reasonably sufficient to enable us to identify and locate the material (for example, a complete list of specific URLs);
- your physical mailing address, telephone number and email address;
- statement by you affirming that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the information provided in your notice is accurate and, under penalty of perjury, that you are the owner of an exclusive right in the material or that you are authorized to act on behalf of the copyright owner.

We will process each written notice of alleged infringement that we receive and will take appropriate action in accordance with applicable intellectual property laws. We have a policy of terminating and/or blocking repeat infringers in appropriate circumstances, in our sole discretion, subject to reasonable limitations.

## 7. User Conduct

You agree that you will not engage in any activity or conduct that interferes with or disrupts the Prodege Sites and Features or our Services (or the servers and networks which are connected to our Services) or use any service to manipulate your computer, mobile phone, or other Device to gain any advantage on any of our Rewards Programs. Unless you have been specifically permitted to do so in a separate written agreement with us, you agree that you will not reproduce, duplicate, copy, sell, trade, or resell our Services for any purpose. You further agree that your use of the Prodege Sites and Features and our Services shall not be fraudulent, deceptive, or unlawful, as determined in our sole and absolute discretion. You shall also comply with all usage rules and guidelines found throughout the Prodege Sites and Features or our Services. You agree to comply with the instructions set out in any robots.txt file present on the Prodege Sites and Features and our Services. Without limiting the generality of the foregoing, you agree not to use the Prodege Sites and Features or our Services in any improper manner, including to:

- access (or attempt to access) any of our Services by any means other than through the interfaces that we provide;
- share a single Account with anyone else;
- create or use multiple Accounts (i.e., only one Account is permitted per person in each Rewards Program);



- maintain or use any false identity or multiple identities, or otherwise fail to participate in our Services using your real identity and accurate contact, demographic and other information, including via the use of any technology (such as VPNs, proxies, single-use mobile phone numbers, or fake identity documents) to conceal your real identity or location, or otherwise circumvent controls intended to prohibit illegal or prohibited access;
- submit any personal information (name, email, zip code, etc.), payment information (credit card number and expiration date, etc.), or other information which we determine in our sole and absolute discretion to have been false, inaccurate, or otherwise invalid in connection with any Offers or any other use of the Prodege Sites and Features or our Services;
- post, upload, transmit or otherwise disseminate information that (in our sole and absolute discretion) is obscene, indecent, vulgar, pornographic, sexual, hateful, or otherwise objectionable;
- post, transmit, or promote spam links, redirect links, or personal referral links to the Prodege Sites and Features or our Services in an excessive, deceptive, misleading, or otherwise inappropriate fashion, whether on or through any Prodege Sites and Features or any other web site or application, including through the use of paid ads;
- defame, libel, ridicule, mock, stalk, threaten, harass, intimidate, or abuse anyone, or otherwise act in a belligerent, offensive or inappropriate manner;
- upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of our Services, other users' computers, or access to or functionality of the Prodege Sites and Features;
- violate the contractual, personal, intellectual property or other rights of any party, including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Prodege Sites and Features or our Services in any manner that infringes any Mark, copyright, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- attempt to obtain Account information, passwords, or other private information from other members;
- improperly use support channels or complaint buttons to make false or frivolous reports to the Company, to attempt to claim or receive Rewards that are not actually due to you, or to communicate with our customer support representatives in a disrespectful, belligerent, offensive or inappropriate manner;
- create, share, distribute, promote, or submit any images, documents, or other evidence in support of an attempt to claim or receive Rewards that we determine to be altered, false, fraudulent, or misleading, including by virtue of having been submitted by multiple members in violation of these Terms;
- develop, distribute, make use of, or promote "auto" software programs, "macro" software programs, web crawlers or other script or "cheat utility" software programs or applications in connection with the Prodege Sites and Features or our Services;
- share or distribute survey IDs, answers, or other survey information, including confidential information that you expressly agree not to disseminate, or otherwise coach or assist other members with regard to qualifying for or answering surveys;
- perform Offers in our Rewards Programs in an artificial, engineered or unauthorized way, or otherwise engage with any of the Prodege Sites and Features or our Services in a manner that does not reflect organic, conventional human usage, such as by participating in a botnet, click farm, or other ad-fraud collective, manipulating links, leveraging unauthorized artificial intelligence (AI) or "chatbot" technology, or conducting excessive searches, for the purpose or with the effect of increasing the Rewards you receive, as we may determine in our sole and absolute discretion; or



- exploit, distribute or publicly inform other members of any error, miscue, or bug (“**Error**”) that gives an unintended advantage, violate any applicable laws or regulations, or promote or encourage any fraudulent, misleading, unlawful, or unauthorized activity or conduct, including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for our Services. If you find an Error, we kindly request that you report it to our appropriate support team by contacting us as provided in Section 17 below.

If we determine in our sole and absolute discretion that you have violated these Terms, we may issue you a warning regarding the violation prior to terminating or suspending any Account you have created (or which is associated with you) using our Services. However, you acknowledge and agree that we need not provide you with any warning or notice before we terminate or suspend your Account and your access to the Prodege Sites and Features and our Services, which we may do at any time and for any reason, at our sole and absolute discretion. If we terminate or suspend your Account, you agree not to attempt to join or re-join or create another Account in any of our Rewards Programs without our prior written authorization.

## 8. Communications Channels

The Prodege Sites and Features and our Services may include communication channels such as forums, communities, comments, or chat areas (“**Communication Channels**”) designed to enable you to communicate with other Services users. The Company has no obligation to monitor these Communication Channels, but we may do so, and we reserve the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice, for any reason, in our sole and absolute discretion. The Company may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by the Company, and these communications should not be considered reviewed or approved by the Company. The Company will not under any circumstances be liable for any activity or conduct within Communication Channels. You agree that all your communications with the Communication Channels are public, and thus you have no expectation of privacy regarding your use of the Communication Channels. The Company is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

## 9. Disclaimer of Warranties, Limitation of Liability, and Indemnification

**A. Disclaimer of Warranties.** You agree that your use of the Prodege Sites and Features and our Services shall be at your own risk. To the maximum extent permitted by applicable law, the Company disclaims any and all guarantees, warranties and representations, express or implied, in connection with the Prodege Sites and Features, or our Services, and your use thereof, including implied guarantees or warranties of title, merchantability or acceptable quality, fitness for a particular purpose or non-infringement, accuracy, authority, completeness, usefulness, and timeliness. To the maximum extent permitted by applicable law, the Company makes no guarantees, warranties, or representations about the accuracy or completeness of the content of the Prodege Sites and Features or our Services, or the content of any sites linked to our Services, and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury (including death) or property damage, of any nature whatsoever, resulting from your access to and use of the Prodege Sites and Features or our Services, or any third party products or services promoted therein, (iii) unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) interruption or cessation of transmission to or from our Prodege Sites and Features or our Services, (v) bugs, viruses, Trojan horses, or the like which may be transmitted to or through our Services by any third party, (vi) errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Prodege Sites and Features or our Services, (vii) tax liability imposed against you by any taxing authority, (viii) any user submissions or the defamatory, offensive, or illegal

conduct of any third party, (ix) any business losses suffered by you or any third party, and/or (x) any losses that were not reasonably foreseeable.

You acknowledge and agree that Prodege is not affiliated with nor responsible for any third-party products or services that may be displayed, distributed, or otherwise promoted on the Prodege Sites and Features or our Services. Prodege neither represents nor endorses the quality, accuracy, reliability, integrity or legality of any third party's products or services, nor the truth or accuracy of the description of any third party's products or services, nor any third-party advertising material, including Offers, ads, links, content, advice, opinions, proposals, statements, data, or other information that is provided or controlled by third parties and displayed, distributed, or otherwise used on or in connection with the Prodege Sites and Features or our Services.

You further agree that the Company will not be liable for, nor be required to provide any compensation to you with respect to, the termination of any Rewards Program or any associated Accounts, including without limitation any unredeemed Rewards in your Account or otherwise existing in your favor at the time of termination. Sometimes when you use our Services, you may use a service or download a piece of software, or purchase goods, provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the other company or person. If so, these Terms do not affect your legal relationship with these other companies or individuals. You agree that we are not responsible for the loss or impairment of any past, present, or future Rewards, in the event there is any change in the potential value or redemption options for any Rewards, or any data or server error, computer and/or network system error or failure, criminal act, vandalism, cyber-attack or other events which make it commercially unreasonable for us to determine the amount of Rewards or balance of any Account. All guarantees, warranties, and representations, whether express or implied, as to the condition, suitability, quality, fitness or safety of any goods and services supplied under our Rewards Programs or other Services are excluded to the fullest extent permitted by applicable law. Any liability the Company may have to a member under any such guarantees, warranties or representations implied or imposed by law which cannot be excluded is hereby limited, to the extent legally permissible, to supplying or paying the cost of supplying the goods or services (or equivalent goods or services) or repairing or paying the cost of repairing the goods or re-performing the services, at the Company's sole option. Please note that at any time, we may, in our sole and absolute discretion, terminate our legal agreement with you and deny you continued use of the Prodege Sites and Features and our Services, and, without limiting the foregoing, may do so if (i) we are required to do so by law (for example, where the provision of our services to you is, or may become, unlawful); (ii) the partner with whom we offered our Services to you has terminated its relationship with us or ceased to offer their services to you; (iii) we are no longer providing all or any portion of our Services to users in the jurisdiction in which you are resident or from which you use our Services; or (iv) the provision of our Services to you is, in our opinion, no longer commercially viable.

**B. Limitation of Liability.** In no event shall the aggregate liability of the Company, or any Company Parties (as defined in Section 11), whether based on warranty, contract, tort (including negligence, whether active, passive or imputed), fraud, misrepresentation, or any other legal theory, arising out of or relating to the use of the Prodege Sites and Features, our Services, or other materials or content on, accessed through or downloaded from our Services, exceed any consideration you pay, if any, to us for access to or use of the Prodege Sites and Features or our Services. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that the Company shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party.

To the maximum extent permitted by applicable law, in no event will the Company, or any Company Parties, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any lost income or lost data arising

**from your use of the Prodege Sites and Features, our Services, or other materials or content on, accessed through or downloaded from our Services, whether based on warranty, contract, tort (including negligence, whether active, passive or imputed), fraud, misrepresentation, or any other legal theory, and whether or not the Company has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or the exclusion or limitation of liability for bodily injury, so the above limitations or exclusions may not apply to you. These Terms give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law.

**C. Indemnification of the Company.** You agree to indemnify and hold the Company, and each of the Company Parties (as defined in Section 11), harmless from and against any claim, cause of action, loss, liability, damages, costs and expenses, arising out of or in connection with (i) your use of and access to the Prodege Sites and Features or our Services in breach of these Terms; (ii) your violation of any provision of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right, or damage to a third party; (iv) any tax obligations arising from or related to your use of the Prodege Sites and Features or our Services; and/or (v) any content you post or share on or through our Services.

## 10. Compliance with FTC Guides on Endorsements & Testimonials

If you choose to promote our services to the public, including your own personal social networks, you agree that you will comply with the *FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising* (16 CFR 255, as amended, available [here](#)) (the “**Endorsement Guides**”). For example, if you have been offered, paid or provided with free or discounted products, services or Rewards in exchange for discussing or promoting any of our Prodege Sites and Features or our Services, including but not limited to Referral Program Rewards, or if you are an employee of a company and you decide to discuss or promote that company’s products or services through our Services, you agree to comply with the Endorsement Guides’ requirements for disclosing such relationships. You, and not Prodege, are solely responsible for any endorsements or testimonials you make regarding our Prodege Sites and Features or our Services or any other product or service.

## 11. Binding Arbitration of all Disputes and Claims

**A. Binding Arbitration of All Disputes or Claims.** The parties agree to arbitrate all disputes and claims between them (“Disputes or Claims”), except to the extent either party chooses to instead pursue the Disputes or Claims in small claims court as expressly provided below. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (1) Disputes or Claims related in any way to any Prodege Sites and Features or our Services, privacy, data security, collection, use and sharing, advertising, purchase or other transactions, Rewards crediting, maintenance or expiration, Account balances or closures, Promotions, or any emails, texts, or other communications with you; (2) Disputes or Claims arising out of or relating to any aspect of the transactions or relationship between you and us, whether based on warranty, contract, tort (including negligence, whether active, passive or imputed), fraud, misrepresentation, or any other legal theory; (3) Disputes or Claims that arose before your agreement to these Terms or any prior arbitration agreement; (4) Disputes or Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (5) Disputes or Claims that arose or may arise before or after your use, or the termination of your use, of any Prodege Sites and Features or our Services. Consistent with and without limiting the applicability of the foregoing, all Disputes or Claims, and all legal and equitable issues relating to or arising from any Disputes or Claims, and/or these Terms or arbitration provisions, or any other terms or agreements that incorporate the same by reference, are exclusively for the arbitrator (rather than a court) to decide, including without limitation all

**claims, disputes, or issues relating to formation, validity, conscionability, interpretation, scope, and enforceability, and whether a claim is subject to arbitration. For purposes of these arbitration provisions, references to “we” and “us” include all entities included within the definition of “Company” above, and each of their affiliates, and each such entity’s respective directors, managers, officers, employees, shareholders, members, agents, suppliers, and assignees (collectively, the “Company Parties”). It is the mutual intent of the parties that this delegation of all matters to the arbitrator be a “clear and unmistakable” delegation, notwithstanding any other provision of these Terms or any other communication, agreement, or document between us (including any provisions or any other communication, agreement or document that may make reference to a court). Notwithstanding the foregoing, these arbitration provisions shall not prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, but without affecting the arbitrator’s exclusive right to decide all matters subject to arbitration as provided above.**

**B. Providing Us an Opportunity to Informally Resolve Your Dispute.** If you intend to seek arbitration, please first send to us a written Notice of Dispute (a “**Dispute Notice**”). Each Dispute Notice should be sent to our customer service address at: Prodege Dispute Resolution, Prodege, LLC, 8605 Santa Monica Blvd. PMB 36227, West Hollywood, California, 90069-4109, USA, Attention: Legal Department (the “**Dispute Resolution Inbox**”). The Dispute Notice should include: (1) your name, email address, telephone number and mailing address; (2) the nature and basis of your Dispute(s) or Claim(s); (3) identification or enclosure of all relevant documents and information; and (4) a description of the specific relief that you seek from us. If you send a Dispute Notice as described above, we request that you allow us a reasonable opportunity (not less than thirty (30) days) after receipt of your Dispute Notice to resolve your Disputes or Claims.

**C. Commencing Arbitration.** You may commence an arbitration proceeding at any time by sending an arbitration demand (“Arbitration Demand”) to the Dispute Resolution Inbox identified in subsection B. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

**D. Arbitration Rules and Procedures.** The American Arbitration Association’s (“**AAA**”) Commercial Arbitration Rules, the Consumer Arbitration Rules and/or the AAA Mass Arbitration Rules (as applicable), (collectively, the “**AAA Rules**”), in each case as modified by these Rules, will govern the arbitration. If the AAA’s Mass Arbitration Rules apply to any arbitration hereunder, the parties agree to jointly request that AAA appoint a Process Arbitrator, who shall require each claimant to provide specific information relative to the claim in the claimant’s demand, as determined by the Process Arbitrator, such as (where the alleged Dispute or Claim arises from use of the Prodege Sites and Features or Services): (i) whether the claimant registered for any of the Company’s rewards programs, (ii) which of the Company’s rewards program the claimant registered for, (iii) the email address the claimant used in registering with that rewards program, (iv) approximately when the alleged conduct or activity occurred upon which the claim is based, (v) whether the claimant previously submitted a complaint or ticket with the Company’s customer service department regarding such conduct or activity, and (vi) if the claimant filed a Dispute Notice under subsection B prior to filing the claim. The AAA Rules are available online at <http://www.adr.org/>. If your asserted Disputes or Claims—collectively—are for \$10,000 or less (exclusive of any filing, administration, arbitrator, or attorneys’ fees or other fees or expenses), we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing under the AAA Rules. If your asserted Disputes or Claims—individually or in the aggregate—exceed \$10,000 (exclusive of any filing, administration, arbitrator, or attorneys’ fees or other fees or expenses), the right to a hearing and the manner of hearing will be determined by the AAA Rules. Furthermore, if AAA at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, we agree to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in these Terms; provided, however, that in no event may such

Minimum Standards contravene or restrict the application of the AAA Mass Arbitration Rules (where applicable) or subsection E below requiring individual arbitration and prohibiting class, representative or consolidated arbitration proceedings. Unless the parties agree otherwise in writing, any arbitration hearings will take place in the county, territory, or other local jurisdiction in which you reside within the United States. One arbitrator, who is selected under the AAA Rules and who has expertise in consumer disputes in the Internet industry, will conduct the arbitration. If no arbitrator possessing such expertise is available, then the arbitration will be conducted by a single arbitrator who is selected by the mutual written approval of the parties, or if the parties are unable to mutually approve the arbitrator, by the AAA. Except as allowed under applicable law and the AAA Rules, the decisions of the arbitrator will be binding and conclusive on all parties. Judgment upon any award of the arbitrator may be entered by any court of competent jurisdiction. Regardless of the manner in which the arbitration is conducted, in any arbitration proceeding with Disputes or Claims exceeding \$10,000, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Unless otherwise provided herein, the AAA Rules will govern the payment of all arbitration fees. The arbitrator may make any determinations and resolve any Disputes or Claims as to the payment and reimbursement of arbitration fees at any time during the proceeding and within fourteen (14) days after the arbitrator's final ruling on the merits.

**E. Individual Arbitration; Waiver of Representative or Class Action.** The provisions of this subsection E apply to all Disputes and Claims subject to arbitration.

**YOU AND THE COMPANY AGREE THAT:**

- **ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER YOU NOR THE COMPANY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING.**
- **THE ARBITRATOR MAY AWARD DECLARATIVE, INJUNCTIVE OR OTHER RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL DISPUTES OR CLAIMS.**
- **UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES OR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.**
- **THE COMPANY DOES NOT CONSENT TO CLASS ARBITRATION. ACCORDINGLY, IF THE ARBITRATOR REFUSES TO ENFORCE THE ABOVE PROVISIONS REGARDING CLASS OR REPRESENTATIVE ACTIONS, THEN THIS AGREEMENT TO ARBITRATE SHALL BE UNENFORCEABLE AS TO YOU.**

**F. Limitations Period.** The parties must bring any Arbitration Demand or small claims action regarding Disputes or Claims within two (2) years after the events or circumstances upon which the Disputes or Claims are based originally arose, or the Disputes or Claims will be permanently barred by the statute of limitations. To the extent the law applicable under the Governing Law section below makes this limitations period unenforceable with respect to any Disputes or Claims, then the statutes of limitations of the state whose laws govern the AAA Rules under the Governing Law section below shall apply.

**G. Confidentiality.** You and we agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any discussions or mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy in support of arbitration, a judicial challenge to an award or its enforcement, or unless otherwise required by law.



**H. Opt Out of Arbitration.** Notwithstanding the other provisions of this Section 11, you may opt out of binding arbitration of any Disputes or Claims within thirty (30) days of your initial online acceptance of or agreement to these Terms of Use by sending us written notice of such opt-out to the Dispute Resolution Inbox identified in subsection B. If we do not receive such opt-out notice within forty-five (45) days of such initial online acceptance or agreement, you will be subject to binding arbitration of any Dispute or Claims.

**I. Changes to Arbitration Provisions.** We may make changes to these arbitration provisions from time to time. You may reject any material changes by sending us written objection within thirty (30) days of the change to the Dispute Resolution Inbox identified in subsection B. By rejecting any future material change, you are agreeing to arbitrate in accordance with the language of these provisions prior to such change. If you do not send written objection to any change as provided above, you are agreeing to arbitration in accordance with the changed language of these provisions. To the extent that an arbitrator determines that applying any changes to these arbitration provisions to any Disputes or Claims relating to prior events or circumstances would render this an illusory or unenforceable contract or otherwise violate your legal rights, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the effective date of such changes, and in that case any Disputes or Claims relating to such prior events or circumstances shall be arbitrated in accordance with the language of these provisions prior to such changes to the extent necessary to avoid these Terms being deemed illusory or unenforceable.

**J. Small Claims Court Alternative.** You may choose to pursue your Disputes or Claims in small claims court rather than by arbitration if your Disputes or Claims qualify for small claims court in a location where jurisdiction and venue over you and us is proper.

**K. Excluded Disputes and Claims; Injunctive Relief.** Notwithstanding subsection A above, you or we may at any time bring suit in a court of competent jurisdiction against the other party in relation to (and are not required to arbitrate) claims based upon infringement or misuse of intellectual property and/or misappropriation of trade secrets. Furthermore, nothing shall be construed to preclude you or us from seeking injunctive relief in order to protect your or our rights pending an outcome of Disputes or Claims while in arbitration. This paragraph is not intended by either party to affect, and shall not affect, the "clear and unmistakable" delegation of all matters to the arbitrator in subsection A above.

**L. Governing Law; Federal Arbitration Act.** Subject to the AAA Rules, any Disputes or Claims arising between you and us arising out of or related in any way to the Prodege Sites and Features or our Services, privacy, data security, collection, use and sharing, advertising, purchase or other transactions, Rewards crediting, maintenance, or expiration, Account balances or closures, Promotions, or any emails, texts, or other communications with you, or arising out of or relating to any aspect of the transactions or relationship between you and us, whether based on warranty, contract, tort (including negligence, whether active, passive or imputed), fraud, misrepresentation, or any other legal theory, will be governed by the internal laws of the state in which you reside, without regard to choice of law principles; provided, however, that the relationship and transactions between you and us evidence a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the interpretation and enforcement of these arbitration provisions.

## 12. Tax Matters

You acknowledge and agree that we do not have the ability, in every instance, to determine whether or not the Rewards you received or redeemed in any Rewards Program are considered reportable income or taxable earnings in your jurisdiction. You are therefore responsible for any and all tax liability arising from or associated with your use of the Prodege Sites and Features or our Services, including liability arising from your accrual of Rewards or your redemption of such Rewards. As a condition of your continued use of the Prodege Sites and Features and our Services, we reserve the right to require you to provide necessary tax reporting information if our records show that you are or may be required to report the value of your redeemed Rewards to an appropriate tax authority. We encourage you, and it is your responsibility, to seek the advice of a tax expert in order to determine the tax consequences of your use of the Prodege Sites and Features and our Services, and any associated Rewards received or redeemed.

### 13. Notification of Changes

We reserve the right to make changes to these Terms from time to time in our sole and absolute discretion. If we decide to change these Terms, we will provide notice of such changes by sending you an administrative email and/or posting those changes in places on the Prodege Sites and Features deemed appropriate by us so our users are always aware of the terms of their use of the Prodege Sites and Features and our Services. Your continued use of any of the Prodege Sites and Features or our Services after delivery of the administrative email to you or after the changes are posted constitutes your agreement to the changes. If you do not agree to the changes, please close your Account and discontinue your use of such Prodege Sites and Features and our Services. To the extent that an arbitrator (or small claims court, if applicable) determines that applying any changes to these Terms to any prior events or circumstances would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid these Terms being deemed illusory or unenforceable. In any event, if you used any of the Prodege Sites and Features or our Services pursuant to a prior version of these Terms that required a certain notice period to you prior to any changes being effective, any changes under these Terms will not be effective as to you until the required notice period has passed after the date of these Terms.

### 14. Authorized Jurisdictions

The Prodege Sites and Features and our Services are controlled, operated, and administered by the Company from our offices within the United States of America. The Company makes no representation that materials on the Prodege Sites and Features or our Services are appropriate or available for use at other locations outside of the United States or other jurisdictions to which we direct our Sites and Features or our Services (“**Authorized Jurisdictions**”), and we prohibit access to them from territories where the contents or products available through the Prodege Sites and Features or our Services are illegal. You may not use the Prodege Sites and Features or our Services or export any content or products in violation of U.S. export laws and regulations. If you access Prodege Sites and Features from a location outside of the United States or another Authorized Jurisdiction, you are responsible for compliance with all local laws.

### 15. Excluded Users and Territories

You are not permitted to download or use any of the Prodege Sites and Features or our Services, including making any purchases of products or services from the Company, or redeeming any Rewards, if you are (i) located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (ii) identified as a “Specially Designated National”; or (iii) placed on the U.S. Department of Commerce’s “Denied Persons List or Entity List” or any other U.S. export control list, or if the transaction would otherwise be illegal under any applicable law or regulation.

### 16. Miscellaneous

The Company’s failure to exercise or enforce any right or provision of these Terms will not be deemed to be a waiver of such right or provision. If any provision of these Terms is found by an arbitrator (or in the case of a small claims action, the small claims court) to be invalid, the parties nevertheless agree that (except as otherwise provided in Section 11.E) the arbitrator or small claims court should endeavor to give effect to the parties’ intentions as reflected in the provision or the provision shall be deemed severable, and the other provisions of these Terms remain in full force and effect. The paragraph or section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms represent the entire understanding of the parties regarding its subject matter and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered, or waived except in a writing signed by the party to be charged or as otherwise expressly provided herein. These Terms are binding upon and shall inure to the benefit of parties and their respective successors, heirs, executor, administrators, personal representatives and permitted assigns. You may not assign your rights or obligations hereunder without the Company’s prior written consent, and any such unauthorized assignment shall be invalid. The provisions of these Terms that are by their nature intended to survive termination (e.g., limitation of liability, indemnification, arbitration agreements, and class action waivers) shall survive.

## 17. Contact Us

If you have any questions or concerns regarding these Terms or your use of any Prodege Sites and Features or our Services, or wish to report any Error, please contact us as follows: You will find answers to frequently asked questions (FAQs) by visiting the Help Center of each of our Services. Our Help Center or contact options are generally located or accessed from the applicable Prodege Sites and Features footer or main menu options. If your question is not answered in the Help Center, you can submit a ticket to our Customer Support team for the appropriate Service. To contact us by mail, send your correspondence to the following address and specify the Prodege Sites and Features or our Services you are using, along with your request, question, or concern:



## Quest Mindshare

Quest Mindshare does not have a published terms and conditions document. Their privacy policy is available in Attachment 9: Panel Privacy Policies.



## Research for Good Terms and Conditions

**Last Updated:** 20 June 2024

Research For Good Inc (“RFG” or “our”) provides a unique, efficient and cost-effective sample source for our clients (“Client,” “you,” or “your”). By accessing or using RFG’s services (“Services”) and/or [www.researchforgood.com](http://www.researchforgood.com) (the “Site”) for any of your projects (each, a “Project”), you agree to these terms and conditions (“Agreement” or “Terms and Conditions”). Specifically, and without limitation, you acknowledge and agree that:

- A. Projects involving the use or collection of Personal Data (as defined in the Agreement) may be commissioned and administered through an RFG representative, but not unless expressly approved by RFG and conducted in accordance with this Agreement. YOU ACCEPT ALL TERMS AND CONDITIONS IN THIS AGREEMENT RELATED TO THE USE OR COLLECTION OF PERSONAL DATA, AND INDEMNIFY AND HOLD HARMLESS RFG AND ITS AFFILIATES, TOGETHER WITH THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND RESPECTIVE SUCCESSORS AND ASSIGNS, AGAINST ANY LOSS, LIABILITY, CLAIM, DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY OUT OF YOUR BREACH OF THIS AGREEMENT (COLLECTIVELY, “CLAIMS”), REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, WITHOUT LIMITATION.
- B. Use and collection of Personal Data is also governed by RFG’s [Privacy Policy](#), which is incorporated into these Terms and Conditions by this reference.
- C. You have read and accept all other terms and conditions in this Agreement.

WHEREAS Client wishes to retain RFG to provide Services, it is hereby agreed as follows:

1. DEFINITIONS. In this Agreement, the following words shall have the following meanings:

- 1.1. “Affiliate” means any entity owned, controlled by, or under common control of either Party.
- 1.2. “Agreement” means these Terms and Conditions and any schedules, addenda, insertion orders, riders, amendments, and similar attachments, together forming one complete agreement.
- 1.3. “Applicable Laws and Codes” refers all applicable international, national, federal, state and/or local laws, rules, regulations, requirements, statutes, codes, decisions and opinions, including but not limited to the EU General Data Protection Regulation (“GDPR”), the California Consumer Privacy Act (“CCPA”), other applicable US State privacy laws and regulations (including applicable laws and regulations in Virginia, Connecticut, Colorado and Utah), the German Federal Data Protection Act, U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the United States CAN-SPAM Act, the Gramm-Leach-Bliley Act (“GLBA”), the Children’s Online Privacy Protection Act (“COPPA”), the United States Protecting Americans’ Data from Foreign Adversaries Act of 2024 (“PADFAA”), the ethical codes of the Insights Association (available at [www.insightsassociation.org](http://www.insightsassociation.org)) and ESOMAR (available at [www.esomar.org](http://www.esomar.org)), and any amendments thereto.
- 1.4. “California Data” means Personal Data of California residents.
- 1.5. “Completes” are Surveys which a respondent has completed and have been accepted as such by RFG.
- 1.6. “Confidential Information” means technical information, business/financial information, management information, documentation, RFG pricing and related information, and any other information which (i) is stamped or otherwise marked as being confidential or proprietary, whether in written or electronic form; (ii) pertains in any way to either Party’s (or its Affiliates’) business plans, methods, or trade secrets; or (iii) otherwise is not generally known by any third parties, and which, considering the circumstances of the disclosure, the Receiving Party should reasonably understand as confidential or proprietary.
- 1.7. As they relate to the collection and Processing of Personal Data, the terms “Controller”, “Processor”, and “Processing” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.8. “Data Subject” shall have the same meaning as in GDPR. As it relates to California Data, it shall have the same meaning as “consumer” in CCPA.
- 1.9 “Deliverables” means all goods, items, equipment, and materials to be supplied as part of the Services which are supplied or created specifically for Client, including but not limited to Surveys, the results of Services required to conduct those Surveys, and samples required to enable those Surveys, but not including any goods, items, equipment, and/or materials that were not created specifically for Client.
- 1.10 “European Data” means Personal Data originating in the European Economic Area (“EEA”) or Switzerland, or other countries or jurisdictions recognizing GDPR (such locations collectively, the “EU Covered Areas”).
- 1.11 “Intellectual Property” means all patents, rights to inventions, copyright and related rights, moral rights, database rights, utility models, rights in designs, trademarks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions, whether patentable or not), trade secrets, and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world.
- 1.12 “Party” means Client or RFG; “Parties” means both Client and RFG.
- 1.13 “Personal Data” shall have the same meaning as in the GDPR. As it relates to California residents, it shall have the same meaning as “personal information” in CCPA.



2. This Agreement commences upon the commission of the Services, and continues until a Project is completed or either Party terminates the Agreement.

### 3. SERVICE, PRICING, PRODUCT, QUALITY, RESTRICTIONS.

3.1 Bidding and project management coverage by RFG will be as follows, and coverage outside of these hours is only available with advance request by Client and RFG's express written consent:

- Pricing: 7am-11pm EST Monday-Friday
- Project support: 24-hour coverage Monday-Friday and 8am-7pm EST on weekends.
- For urgent assistance outside these hours please call (425) 610-7294

3.2 Estimates for sample and research services are valid for sixty (60) days from the date sent to the requestor. Projects commissioned more than sixty (60) days after estimate are subject to a re-quote which could result in a change of cost, feasibility or timing.

3.3. RFG has implemented the following data quality measures and will update as technology advancements require:

- Digital fingerprinting
- Google Recaptcha
- "I Agree" validation
- Filter questions
- IP blocking of known proxy servers
- Active detection of connections from proxy servers
- IP filtering
- Additional de-duplication and quality controls are the responsibility of the client/survey hosting company

3.4 Targeting and pre-screening are often utilized in addition to our targeting for basic demographic attributes. Unless otherwise discussed prior to project launch, Client agrees that RFG can use appropriate pre-screening questions to target respondents for individual Surveys.

3.5 RFG does not re-price Completes after delivery. Re-pricing can occur during or before, and will only apply to Completes on a go forward basis, not retroactively, unless mutually agreed by the Parties.

3.6 If Client's Survey contains Confidential Information, Client agrees to include a non-disclosure agreement at the beginning of the Survey requiring Survey respondents to keep such Confidential Information, including but not limited to any Personal Data, strictly confidential, in accordance with the provisions of these Terms and Conditions.

3.7 RFG is not able to run re-contact studies unless they are discussed during the estimating process and approved in writing by RFG. RFG is unable, in any event, to contact respondents after delivery for the purpose of disputing security breaches.

3.8 RFG has no control over, and no liability for, any third party websites or materials. RFG may, from time to time, work with a number of partners and Affiliates (each, a "Partner") whose Internet sites may be linked with the Site. Because neither RFG nor its Site has control over the content and performance of these Partner sites, RFG makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and RFG assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with Client's use of the Site, Client may have access to content items (including, but not limited to, websites) that are owned by third parties. Client acknowledges and agrees that RFG makes no guarantees for, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that Client's use of any and all third party content is governed by such third party's terms and conditions.

### 4. USE OF THE SITE BY CLIENT.

4.1 RFG imposes certain restrictions on the permissible use of the Site and related Services. Client is prohibited from violating or attempting to violate any security features of the Site or the related Services, including without limitation: (a) accessing content or data not intended for Client, collecting any personally identifiable information of or about any other user of the Site or the related Services, or logging onto a server or account that Client is not authorized to access; (b) using spiders, robots or other automated data mining techniques to catalogue, download, store or otherwise reproduce or distribute data or content available in connection with the Site or the related Services, or to manipulate the results of any Survey, prize draw or contest, or attempting to probe, scan, or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus, corrupted data or any other harmful, disruptive or destructive code, file or information, including, but not limited to, spyware to the Site, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) opening, using, or maintaining more than one (1) membership account with the RFG; (f) forging or masking your true identity; (g) framing a portion(s) of the Site within another website or altering the appearance of the Site; (h) establishing links from any other website to any page of, on or located within the Site, without the prior express written permission of RFG; (i) posting or transmitting any threatening, libelous, defamatory, obscene, pornographic, lewd, scandalous or inflammatory material or content or any material or content that could otherwise violate applicable laws; (j) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting; (k) attempting to modify, reverse-engineer, decompile, disassemble, reveal, disclose, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by RFG in providing the Site; (l) engaging in any criminal or illegal act(s); or (m) encouraging and/or advising any individual, including, but not limited to, any RFG employee, to commit any act(s) prohibited hereunder.

4.2 RFG reserves the right to terminate Client's use of the Site at any time, for any reason. To ensure that RFG provides a high quality experience for Client and for other users of the Site, Client agrees that RFG or its representatives may access Client's usage records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site. RFG does not intend to disclose the existence or occurrence of such an investigation unless required by law, but RFG reserves the right to terminate Client's account or access to the Site immediately, with or without notice, and without liability to Client, if RFG believes that Client has violated any of these Terms and Conditions, furnished RFG with false or misleading information, or interfered with use of the Site by others.



## 5. PERSONAL, RESTRICTED, OR SENSITIVE DATA.

- 5.1 Per our [Participant Privacy Policy](#), RFG does not collect, and cannot provide any third party with, a respondent's Personal Data in a manner that is not compliant with Applicable Laws and Codes or with Research For Good's Privacy Policy.
- 5.2 Furthermore, Client agrees that it will not collect Personal Data without RFG's express approval in advance of delivery.
- 5.3 Client understands that feasibility may be reduced, and ability to achieve targets negatively impacted, if Personal Data is requested or required.
- 5.4 If Client wishes to field a study with RFG which requires collection of Personal Data, Client assumes responsibility for collecting and verifying any necessary personal and/or contact information from the respondent within the fielding of the Survey itself.
- 5.5 Notwithstanding the foregoing, RFG prohibits delivery to Surveys which request or require Adverse Event reporting or disclosure of Personal Data after the close of fielding. RFG cannot be held liable in any manner for any Survey or data gathered therein pertaining to Adverse Event reporting. Use of RFG sample for such studies is at Client's sole discretion, and full responsibility lies with Client regarding compliance with Adverse Event reporting and protocol. For the purposes of this section, the term "Adverse Event" shall have the meaning given to such term in 21 C.F.R. 312.32.
- 5.6 RFG reserves the right to suspend fielding for any study which is found to be collecting Personal Data from respondents if this was not discussed during the bidding or set-up of the Project.

## 6. CONFIDENTIALITY.

- 6.1 Each Party shall receive in confidence ("Receiving Party") from the other Party ("Disclosing Party") and treat as confidential all Confidential Information. A Receiving Party shall use such information only for the purpose of and in accordance with this Agreement, and shall not further disclose such information to any third party, unless the prior written approval of the original Disclosing Party is granted at such Disclosing Party's sole discretion.
- 6.2 The restrictions of this Section shall not apply to any information that is: (i) lawfully received from another source free of restriction and without breach of this Agreement; (ii) published or generally available to the public without breach of this Agreement; (iii) known by the Receiving Party prior to the time of disclosure; (iv) independently developed by the Receiving Party without resort or access to the Confidential Information; or (v) has been expressly approved in writing by the Disclosing Party for further release by the Receiving Party.
- 6.3 Confidential Information shall remain the property of the Disclosing Party and shall be returned or destroyed upon written request.

## 7. FEES AND PAYMENT.

- 7.1 RFG will invoice fees in US Dollars to Client for Services that RFG has delivered in relation to a Project.
- 7.2 Client will pay invoices within thirty (30) days of the date of Client's receipt of such invoices.
- 7.3 Completes need to be confirmed and confirmed IDs provided to RFG within ten (10) days of the close of field.
- 7.4 Invoices not disputed within three (3) days of the invoice date are considered valid and are no longer open to review.
- 7.5 RFG accepts payments via wire or check payments in US Dollars only.

## 8. REPRESENTATIONS AND WARRANTIES, DISCLAIMERS.

- 8.1 Each Party represents, warrants, and during the Term of this Agreement covenants that it has full capacity and authority to enter into and perform its obligations under this Agreement, and that this Agreement shall constitute legal, valid and binding obligations.
- 8.2 RFG HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES. RFG IS MAKING ALL SERVICES AVAILABLE "AS IS", AND CLIENT ASSUMES THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RFG EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. RFG DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- 8.3 Client represents, warrants, and during the Term of this Agreement covenants that:
- 8.3.1 it holds all rights necessary to grant to RFG the rights granted hereunder;
  - 8.3.2 any screener ("Screener") or Survey used in connection with a Project, all content contained therein, and all elements thereof, do not, and when used, exploited and promoted by RFG hereunder, will not, infringe any applicable Intellectual Property rights (including without limitation copyrights, trademarks, trade secrets, moral rights, contract and licensing rights) of any third party;
  - 8.3.3 the Screener or Survey, all content contained therein and all elements thereof, are in compliance with all Applicable Laws and Codes, do not contain defamatory or libelous material or violate the privacy or publicity rights of any person, and are not obscene;
  - 8.3.4 the Screener or Survey is not fraudulent, misleading or deceptive;
  - 8.3.5 the Screener or Survey, and the media on which any Screener or Survey is furnished to RFG, contain no virus, worm, contaminated file, Trojan horse, or the like;
  - 8.3.6 the use of the data produced by the Project will not violate a respondent's rights under any applicable law, ordinance or regulation, including those related to Intellectual Property and data privacy;
  - 8.3.7 if the Project involves a product or device test, Client or other appropriate party has obtained all requisite approvals from the applicable governmental and/or regulatory authority and applicable provincial, state and local agencies for each consumer good, product or device sent to any person, and such consumer good, product or device complies with all applicable federal, state and local regulations, and the use of the Services and/or the Deliverables in accordance with this Agreement will not infringe the Intellectual Property rights of any third party;
  - 8.3.8 it is and will remain in compliance with all Applicable Laws and Codes; and



9.1 Without limiting the foregoing, each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (the "Indemnified Party"), its officers, agents, and employees from any and all liability, loss (including reasonable attorney's fees), or damage they may suffer as the result of claims by third parties against them arising out of (a) the negligence, recklessness, or willful misconduct on the part of the Indemnifying Party, its officers, agents, employees, contractors or consultants in connection with this Agreement; or (b) a breach of Applicable Laws and Codes by the Indemnifying Party, its officers, agents, employees, contractors or consultants. RFG shall not be liable for any indirect, special, or consequential damages, including but not limited to any loss of profits (whether direct or indirect), loss of goodwill, loss of business, loss of revenue, loss of data, loss of anticipated savings, lost business opportunities, or any other speculative economic loss, regardless of the legal theories under which such damages are sought, and even if advised in advance of the possibility of such damages, arising out of any claim whatsoever, including without limitation the following:

9.1.1 Claims arising out of Client's use of, or inability to use, any content, Services, Survey, documentation, instructions, technical specifications, or links provided by RFG or a Client under this Agreement; or

9.1.2 Claims arising out of Client's use of, inability to use, connection with, or linking to any RFG or sponsor server.

9.2 Notwithstanding the foregoing, nothing in this Agreement shall exclude or limit RFG's liability in respect of any claims for or from (a) any fraud, including but not limited to fraudulent misrepresentation; (b) liability which may not otherwise lawfully be limited or excluded; (c) any breach of terms related to Data Protection or third party Intellectual Property rights; provided, however, that liability shall be limited to fines and administrative fees arising from such breach. For the avoidance of doubt, nothing in this Agreement shall exclude or limit Client's liability in respect of any claims.

9.3 Without limiting the foregoing, RFG's maximum aggregate liability for a claim related in any way to and permitted by this Agreement, under any contract, negligence, tort, strict liability, or other theory, will be limited to the total amount paid by Client to RFG in the twelve (12) months prior to the occurrence of such claim.

## 10. INTELLECTUAL PROPERTY.

10.1 Client shall own the Intellectual Property rights in the Deliverables.

10.2 Nothing in this Agreement is intended to affect either Party's ownership of materials developed by it independently of the Services. Where such materials are incorporated into the Deliverables, or are required to use or exploit the Services, RFG grants to Client a worldwide, non-exclusive, royalty-free license to use such materials, but only as necessary to obtain full benefit of the Services.

10.3 Neither Party shall, nor directly or indirectly encourage or knowingly permit any third party to, (a) modify, reverse engineer, decompile, disassemble, or attempt to derive the source code from any products or Services, software or documentation; (b) alter, modify, remove or obscure content served by the other Party in any way, including without limitation legal or proprietary rights notices associated with such content; or (c) create or attempt to create, through use of the other Party's Confidential Information shared hereunder, any services similar to services provided by the other Party. Additionally, it is agreed (a) that each Party owns all right, title, and interest in and to its own Intellectual Property and all information related to it, including without limitation serving technologies, program design, content, websites, software, computer code, and business processes; and (b) that neither Party acquires any rights or title to, interest in, or ownership of the Intellectual Property and related information of the other except for the explicit and limited rights expressly set forth in this Agreement. A Party's ownership does not extend to materials licensed from third parties.

## 11. DATA PROTECTION. The following provisions shall apply to any and all Personal Data Processing activities carried out by each Party under this Agreement.

### 11.1 DEFINITIONS.

11.1.1 "Approved Transfer Mechanism" means that the recipient (a) receives European Data pursuant to a binding corporate rules authorization in accordance with applicable Data Protection Laws; (b) is located in the United States and has certified compliance to the EU-US or Swiss-US Privacy Shield (as applicable); or (c) transfers the data pursuant to another approved transfer mechanism, including but not limited to standard contractual clauses promulgated by the European authorities.

11.1.2 "Data Protection Laws" means all applicable data privacy laws, including without limitation GDPR and CCPA (as defined in Section 1.3).

11.1.3 "Restricted Transfer" means (a) a transfer of European Data from any Controller to a Processor; or (b) an onward transfer of European Data from a Processor to a Subprocessor, or between two establishments of a Processor, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of an Approved Transfer Mechanism.

### 11.2 DATA PROTECTION RESPONSIBILITIES

11.2.1 When Processing European Data, either Party may be a Controller with the meaning of GDPR Art. 4(7) and hence responsible for complying with Data Protection Laws applicable to Controllers, or a Processor within the meaning of GDPR Art. 4(8) and hence responsible for complying with Data Protection Laws applicable to Processors. The Parties agree that the data Processing activities carried out by each Party under this Agreement do not constitute a joint controllership pursuant to GDPR Art. 26.

11.2.2 Each Party shall collect, process, store, and transfer Personal Data in accordance with this Agreement and all Data Protection Laws, including without limitation by obtaining any consents required by GDPR and delivering all notices and privacy policy content required by CCPA.

11.2.3 The Parties shall not process the Personal Data for secondary purposes which are incompatible with the purpose for which the Personal Data were initially collected.

11.2.4 A Party shall not share any Personal Data with the other Party that allows Data Subjects to be directly identified (for example by reference to their name and e-mail address) and/or that contains any special categories of European Data as such categories are contemplated by GDPR Art. 9(1).

11.2.5 A Party shall not share any Personal Data except as necessary to fulfill its obligations in connection with a Project.

11.2.6 The Parties shall not process European Data other than on the Controller's documented instructions unless Processing is required by Applicable Laws and Codes to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws and Codes inform the Controller of that legal requirement before the relevant Processing of that European Data.

11.2.7 A Processor shall immediately inform the Controller if, in its opinion, an instruction from a Controller pursuant to this Section 11 infringes the GDPR or other data privacy law.



into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and to reduce possible adverse consequences for the affected parties. Measures to be taken include, but may not be limited to, measures to protect the confidentiality, integrity, availability and resilience of systems and measures to ensure continuity of Processing after incidents. In order to ensure an appropriate level of Processing security at all times, each Party shall regularly evaluate the measures implemented and make any necessary adjustments. In assessing the appropriate level of security, each Party shall take account of the risks that are presented by Processing, in particular from a Personal Data breach.

11.3.3 Each Party shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know and/or access the relevant Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Data Protection Laws in the context of that individual's duties to the relevant Party, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

#### 11.4 SUBPROCESSING.

11.4.1 Each Party may appoint Subprocessors in accordance with any restrictions in this Agreement, and shall promptly identify such Subprocessors to the other Party and in any event at least twenty-four (24) hours before Processing commences.

11.4.2 Each Party may continue to use those Subprocessors already engaged as of the date this Agreement is signed by such Party, subject to such Party as soon as practicable meeting the obligations set out in Section 11.4.4.

11.4.3 Any objection to a Subprocessor shall be made promptly. If there is an objection (on reasonable grounds) to the appointment, neither Party nor an Affiliate shall appoint (nor disclose any Personal Data to) the proposed Subprocessor except with the prior written consent of the other Party. In the event consent is not granted, the Parties shall discuss in good faith commercially reasonable alternative solutions. If the Parties cannot reach resolution within a reasonable period of time, which shall not exceed thirty (30) days, the requesting Party will either not appoint or replace the Subprocessor or, if this is not possible, the applicable work may be cancelled.

11.4.4 With respect to each Subprocessor, each Party shall:

11.4.4.1 before the Subprocessor first processes Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Agreement;

11.4.4.2 ensure that the arrangement between the Processor and the Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this Agreement and, if the Personal Data is European Data, meet the requirements of Article 28(3) of the GDPR;

11.4.4.3 if that arrangement involves a Restricted Transfer ensure that any transfers of European Data are subject to an Approved Transfer Mechanism; and

11.4.4.4 provide to Controller for review such copies of the Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) as Controller may request from time to time.

11.4.5 Each Party shall ensure that each appointed Subprocessor performs its obligations as they apply to Processing of Personal Data, as if it were party to this Agreement.

#### 11.5 RIGHTS OF DATA SUBJECTS.

11.5.1 Taking into account the nature of the Processing, each Party shall assist the other Party by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligations, as reasonably understood by the Processor, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

11.5.2 Each Party shall:

11.5.2.1 promptly notify the other Party if it receives a request from a Data Subject in respect of Personal Data; and

11.5.2.2 ensure that the Processor does not respond to that request except on the documented instructions of Controller or as required by Applicable Laws and Codes to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws and Codes inform Controller of that legal requirement before the Processor responds to the request.

#### 11.6 TRANSFER, RETURN AND DELETION OF PERSONAL DATA.

11.6.1 Each Party agrees that European Data shall not be transferred to a jurisdiction outside the EU Covered Areas unless the transfer is subject to an Approved Transfer Mechanism.

11.6.2 Each Party, when they act as a Controller, has the sole and independent obligation (as between the Parties) to receive and manage Data Subject requests regarding their respective Personal Data, including without limitation any request to access, correct, amend, restrict Processing of, port, object to the Processing of, opt out of the sale of, block or delete Personal Data in a manner consistent with accepted standards. If applicable, and to the extent legally permitted, each Party will provide the other with reasonable cooperation and assistance in relation to handling of a Data Subject's request.

11.6.3 Subject to Sections 11.6.4, 11.6.5, and 11.8.2, Processor shall promptly and in any event within ninety (90) days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Personal Data.

11.6.4 Subject to Section 11.6.5 and 11.8.2, Controller may in its absolute discretion by written notice to Processor within ten (10) days of the Cessation Date require Processor to (a) return a complete copy of all Personal Data to Controller by secure file transfer in such format as is reasonably notified by Controller to Processor; and (b) delete and procure the deletion of all other copies of Personal Data processed by any Processor or Subprocessor. Processor shall comply with any such written request within thirty (30) days of the Cessation Date.

11.6.5 A Processor may retain Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by Data Protection Laws and always provided that Processor shall ensure the confidentiality of all such Personal Data and shall ensure that such Personal Data is only processed as necessary for the purpose(s) specified in the Data Protection Laws requiring its storage and for no other purpose.

11.6.6 Processor shall provide written certification to Controller that it has fully complied with this Section 11.6 within thirty (30) days of the Cessation





which when reasonably suspected poses a risk to the security, confidentiality or integrity of Personal Data; (b) any actual or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, alteration, compromise or disclosure of any Personal Data; or (c) any circumstance pursuant to which Data Protection Law requires any notification of such breach to be given to affected parties or other activity in response to such circumstance (each, a "Security Incident" ).

11.7.2 In any notification required under this Section, the notifying Party shall (at its own expense): (i) provide sufficient information to allow each the other Party to meet any obligations to report or inform Data Subjects of the Security Incident under the Data Protection Laws, the measures taken or proposed to be taken to address the Security Incident and such other information as may be requested concerning the Security Incident; (ii) assist in investigating, remedying and taking any other action reasonably deemed necessary regarding any Security Incident and any dispute, inquiry or claim that concerns the Security Incident; (iii) take any other prompt actions to remediate and ensure that such Security Incident or potential Security Incident will not recur; and (iv) cooperate with any investigation of such Security Incident and execute all documents as may be reasonably requested to assist it to comply with obligations under Data Protection Laws insofar as they relate to any Personal Data and co-operate and comply with the directions or decisions of any competent Supervisory Authority (as defined in GDPR) in relation to such data.

11.7.3 Unless required under applicable law, the notifying Party shall not notify any Supervisory Authority or law enforcement agency directly of any breach and will not communicate with any Supervisory Authority or law enforcement agency directly about any actual or suspected Security Incident and shall allow the notified Party to manage all such communications. Unless prohibited by applicable law, the notifying Party shall also notify the other Party of any third party legal process relating to any Security Incident, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

11.7.4 Without limiting the foregoing, the notified Party shall make the final decision on notifying (including the contents of such notice) the notified Party's client's, employees, service providers, Data Subjects and/or the general public of such Security Incident, and the implementation of the remediation plan.

## 11.8 CALIFORNIA DATA.

11.8.1 Without limiting the foregoing, if a Party is collecting or transferring California Data to the other Party, that Party represents, warrants, and covenants that it has and/or shall provide Data Subjects with a CCPA-compliant notice at or before the point of collection which includes, or which links to a privacy policy which includes: (i) a list of the categories of Personal Data about Data Subjects to be collected; (ii) the business or commercial purpose(s) for which such Personal Data will be used; (iii) the link titled "Do Not Sell My Personal Information" or "Do Not Sell My Info" required by CCPA, or in the case of offline notices, the web address for the webpage to which it links; and (iv) a link to that Party's privacy policy, or in the case of offline notices, the web address of that Party's privacy policy. The Parties shall not collect categories of Personal Data, and shall not use a Data Subject's Personal Data, for any purpose other than those disclosed in the notice.

11.8.2 The Parties will record and retain, for a minimum of two (2) years after the expiration or termination of this Agreement, records of any notice to, and consent or request from, Data Subjects regarding the collection, disclosure, retention and use of California Data. Upon the other Party's request, each Party shall make all records, appropriate personnel, and/or any location from which California Data can be accessed available for inspection to demonstrate compliance hereunder, provided that such inspection shall be carried out with reasonable notice during regular business hours and under a duty of confidentiality.

## 12. MISCELLANEOUS.

12.1 The relationship of the Parties under this Agreement is one of independent contractors, and no agency, partnership, joint venture, or similar relationship is created or may be construed.

12.2 This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties as to the subject matter hereof. Only a writing signed by both Parties may change this Agreement.

12.3 If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the Parties. The Parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

12.4 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other Party of the provisions of this Agreement shall not operate or be construed as a waiver thereof. No waiver shall be binding on either Party unless it is in writing and signed by an authorized representative of the Party to be bound.

12.5 RFG may, in its sole discretion and without prior notice, (a) revise these Terms and Conditions; (b) modify the Site and/or the related Services provided by RFG; and (c) discontinue the Site and/or such related Services at any time. RFG shall post any revision to these Terms and Conditions to the Site or elsewhere at RFG's discretion, and the revision shall be effective immediately on such posting. Client agrees to review periodically these Terms and Conditions and other online policies posted on the Site or elsewhere in connection with the Services. Client agrees that, by continuing to use or access the Site or the Services following notice of any revision, Client shall abide by any such revision.

12.6 This Agreement and any disputes between the Parties shall be governed by and construed according to the laws of United States and the State of Washington, without reference to their rules regarding conflicts of law.

12.7 Neither Party may make public statements about this Agreement or the Services provided hereunder without the written consent of the other. This notwithstanding, Client agrees that RFG may include Client's name, logo, and/or URL in lists of representative suppliers (including website lists), marketing materials, investor or other presentations, financial reports and any materials prepared for RFG's current or potential clients.

12.8 To be effective, any notice or demand under this Agreement is required to be in writing and given by priority mail, confirmed email, or in-person delivery.



# Terms & Conditions

The use of this website is subject to the following terms of use.

## When you register

When you create a personal account, we ask you some personal information, as mentioned here:

- You can update or change your Basic profile information at any time.
- You can opt-out or close your account at any time.
- We respect your privacy and make best use of technology to safe guard your information from unauthorized physical and electronic access.
- We share your information only with organizations, which are required to operate Torfac. And those organizations need to take care of our commitments to your privacy and security.

## What information we collect from you

### Directly collected

- Email address and password of your account with us.
- Your response to profiling questions.
- Any customer service correspondence.
- Any personal details you share for redemption
- Any other information directly provided by you.

### Usage data

- Your IP address, geo location and cookies
- Information about the device you use
- Your survey activity, points in your account, the payments you receive after redeeming.

## How do we use your data



- Sending you invitation emails to take up the survey you qualify for.
- Detect and prevent fraudulent activity.
- Improve your experience on Torfac platform
- Your responses are transferred to our affiliated third parties and partners in an aggregated and de-identified format.
- Our partners can ask you to provide your name, email address and other contact information during a survey.
- You are free to decline providing your details to our partners, if you agree than you are providing this information directly to them and not to Torfac.
- Your information will be dealt with in accordance with the relevant business Privacy Policy and not Torfac's Privacy Policy.
- Our partners are committed to respect and protect your privacy.

## What we don't do with it

- We don't sell on that information to anyone, and we don't use it to sell anything to you. We will always ask permission before sharing your data.

## Your right to control your data

- You have full control of your data.
- You can access, update or change your basic profile information whenever you want.
- You can unsubscribe and deactivate your account.
- You are free to get your profile deleted by sending us a mail at [support@wiseperks.com](mailto:support@wiseperks.com). We would try to resolve your concern and if you still wish to get your account deleted, then shall be doing it within 72 hours.

## Data Security

Our tech team works really hard to keep all your data secure.

We make use of latest technology and measures to avoid any misuse or unauthorized access of your data. However, due to the nature of the online environment we cannot give 100% assurance of data security.

We try our best to rule out the risks, however cannot guarantee risk free environment. By accepting these Terms and Condition, you acknowledge and accept these risks.

## Any questions, please feel free to contact us

If you have any queries or complaints about our privacy policy and procedures. Please send us an email at [support@wiseperks.com](mailto:support@wiseperks.com) (<mailto:support@wiseperks.com>) and we shall get back to you within 48 hours.

## To know more..

Create an account for free and join our thousands of happy members.

[Register Now \(\)](#)

## Get in touch

For any questions, please email us at [support@wiseperks.com](mailto:support@wiseperks.com) (<mailto:support@wiseperks.com>)

[FAQs \(/faq\)](#) | [Privacy Policy \(/privacy-policy\)](#) | [T&C \(/terms-and-conditions\)](#) | [Releases \(/releases\)](#)

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# Terms and Conditions

## Summary

BEFORE USING OUR SERVICES, PLEASE READ THE ENTIRE TERMS OF SERVICE BELOW. THIS SUMMARY ONLY INCLUDES SOME KEY POINTS REGARDING YOUR MEMBERSHIP.

- SurveyExchange is only for your personal, noncommercial use.
- By participating as a panellist, you agree to deal fairly and professionally with us and with other SurveyExchange members.
- While you control how often you participate, our clients control administration of their own surveys.
- Points may be accrued at varying rates but can only be redeemed in 25,000-point (\$25 equivalent) increments.
- The SurveyExchange system only works properly if our members answer surveys thoughtfully and truthfully, and do not try to “game the system” by speeding through surveys, providing meaningless answers, or otherwise taking surveys in bad faith.
- We reserve the right to deactivate a member’s account for any reason.

Welcome to the SurveyExchange website (the “Site”), owned and operated by Solugo (referred to herein as “SurveyExchange”). By accessing, browsing, or using the Site or other services described below, you acknowledge you have read, understood, and agreed to be bound by these Terms of Service (“Terms”). These Terms govern your use of SurveyExchange’s services, including but not limited to:

1. use of the Site;
2. registration as a member (“Member”);
3. participation on a panel;
4. use of any mobile applications operated by SurveyExchange (also included as part of the “Site”); and
5. participation in any survey or study offered, provided, hosted, or administered by or through SurveyExchange (collectively, and inclusive of items 1 through 5, the “Service(s)”).

If you do not agree to these Terms, you should not access the Services. SurveyExchange reserves the right to refuse, restrict, prohibit, or reject your access to the Services, at any time, for any reason.

Our collection and use of your personal information is also governed by our Privacy Policy, and our administration of sweepstakes is governed by the SurveyExchangeDailySweeps Official Rules, each of which are incorporated into these Terms by this reference.

SurveyExchange reserves the right to revise these Terms at any time by updating this posting. You are encouraged to review these Terms each time you use the Services because your use of the Services after the posting of changes will constitute your acceptance of the changes.

## 1. Use of the Services

We grant you a personal, limited, revocable, non-transferable, non-exclusive license to access and use the Services. We reserve the right, in our sole discretion and without notice to you, to change, suspend, add to, or discontinue any aspect of the Services, and we will not be liable to you or to any third party for doing so. Your continued use of the Services will constitute your acceptance of any such changes.

You may use the Services only for your own noncommercial personal use and in compliance with these Terms. You are responsible for your own communications, including the transmission, uploading, or posting of information on or through the Site, and are responsible for the consequences of such communications.

You agree you will not use the Services for any of the following purposes:

1. Posting, communicating, or transmitting any material which infringes on any intellectual property, publicity, or privacy right of another person or entity;
2. Posting any information which is untrue, inaccurate, or not your own;
3. Engaging in conduct which may constitute a criminal offense, give rise to civil liability, or otherwise violate any law or regulation;
4. Attempting to interfere in any way with the Site’s or SurveyExchange’s network security, or attempting to use the Services to gain unauthorized access to any other computer system;
5. Using spiders, robots, or other automated data mining techniques to catalogue, download, store, or otherwise reproduce or distribute data or content available in connection with the Services;
6. Manipulating the results of any survey or sweepstakes;
7. Collecting any personal information of any other user of the Services;
8. Opening, using, or maintaining more than one membership;
9. Forging or masking your true identity, using proxy servers, or engaging in any other activity that, in SurveyExchange’s sole and absolute discretion, suggests an effort to abuse the Services;

10. Using obscene or abusive language when communicating with SurveyExchange support staff;
11. Posting or transmitting any threatening, libelous, defamatory, obscene, pornographic, lewd, scandalous or inflammatory material or content or any material or content which could otherwise violate applicable laws; or
12. Engaging in any fraudulent activity, including but not limited to speeding through surveys, taking the same survey more than once, masking or forging your identity, submitting false information during the registration process, submitting false or untrue survey data, regularly setting off "trap" questions or failing attention check questions, or redeeming or attempting to redeem rewards, prizes or incentives through false or fraudulent means.

You are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities occurring under your account or password. You agree to notify us immediately in the event of any unauthorized use of your account or other breach of security.

## 2. Additional Terms and Conditions

You agree additional terms and conditions may apply to specific products, orders, or your use of certain portions of the Services, including with respect to ordering, shipping, and return policies and membership reward programs ("Additional Terms"). Such Additional Terms are made part of these Terms by reference. If there is a conflict between these Terms and the Additional Terms, the Additional Terms shall control.

## 3. Membership, Points Administration

The Services are available to Members who are thirteen years and older and who have not been suspended or removed by SurveyExchange for any reason. If any survey or study includes questions for a child under 13, respondents must secure parental consent before participating. Without limiting the foregoing, we will comply with all applicable laws and regulations concerning the collection of information from minors. For Members outside India, other laws and regulations related to minors may apply.

We reserve the right to revoke your membership for any reason at any time including as a result of a violation of these Terms, without notice. Membership is void where prohibited by law.

We keep track of your earnings in the form of "points." Each point you earn is worth 0.001 USD (i.e., 1,000 points is worth 1.00 USD). We reserve the right to change the dollar value of points upon forty-five days' written notice, through prominent announcements on the Site and elsewhere, including email, alerting you to these changes. Any such changes will affect new points earned but will not affect any points you've already earned.

"Pending" points are points earned for surveys completed but still await review, and therefore are not yet eligible for redemption. This process can take up to six weeks to complete and for the points to post to your account. Once reviewed and approved, points are immediately available for redemption. Points can only be redeemed in increments of 25,000. For example, if you have 27,000 points, you can redeem 25,000 points, leaving 2,000 points in your account. Likewise, if you have 55,000 banked points, you can redeem 50,000 points, leaving 5,000 points in your account.

Points can be redeemed for a wide variety of gift cards to your favorite stores, restaurants, and entertainment, deposited to your PayPal account, or given to one of several charitable organizations listed on our Site. Funds are typically deposited in your PayPal account within ten business days of the request. If you've opted to receive a specific gift card instead, the card will typically be sent in digital format within ten business days to your SurveyExchange email account.

Please note: When requesting a redemption of points to PayPal, the point reduction in your Wallet will reflect the net point redemption (25,000, 50,000 etc) plus an additional 2% to cover the PayPal fee applied. This 2% additional redemption applies only to PayPal distributions and not gift card options.

You acknowledge and agree a client may invalidate a survey that fails to pass a quality check, and in such cases any pending points associated with the particular survey will be removed from your account. You acknowledge and agree clients reserve the right to kick you out of a survey for any reason, including but not limited to you not fitting into the desired respondent pool, the client reaching or exceeding the desired number of respondents, and/or your failure to properly pass a quality check.

You also acknowledge and agree if you fail to log in to your SurveyExchange account and meaningfully interact with the Site by navigating and clicking for twelve months or longer, your account may be cancelled or deactivated, and any points would no longer be available for you to redeem regardless of balance available. This twelve month period is subject to change on forty-five days' written notice.

In order to redeem earnings from activities on the Site, you must (A) have confirmed your email address by responding to any email sent to you from SurveyExchange, AND (B) have completed a minimum of five surveys have all been validated by a SurveyExchange client. A survey has been completed if

1. the survey has been legitimately started on the Site,
2. the survey has been taken by you as a Member,
3. all survey questions have been successfully answered, and

4. you have been returned to the Site upon successful completion of the survey.

Members who have not completed requirements (A) and (B) above will be denied redemption of earned points until both requirements have been fulfilled.

You acknowledge you are accessing the Services in the capacity of an independent contractor and no agency, partnership, joint venture, employee-employer, or franchisor/franchisee relationship is intended or created by these Terms.

You agree to notify SurveyExchange promptly of any changes in or to the information contained in your Member profile.

In addition to any and all other available remedies, SurveyExchange may, without notice, suspend or terminate your access to the Services if you are in violation of these Terms, in which case:

- i. your membership will immediately be cancelled; and
- ii. your access to the Services will immediately cease.

SurveyExchange reserves the right to de-activate your membership if

- i. your account remains inactive for a substantial period of time; or
- ii. SurveyExchange receives a hard bounce, delivery failure, or "mailbox full" notice regarding email communications sent to your email account.

#### 4. Product Information; Limitation on Quantities

Excluding any content which may be submitted by Members from time to time, we strive to ensure the information on the Site is complete and reliable. Certain information may contain pricing errors, typographical errors, and other errors or inaccuracies. We also reserve the right to limit quantities purchased by Members and to revise, suspend, or terminate an event or promotion at any time without notice, including but not limited to after an order has been submitted and/or acknowledged. We do not guarantee that all products described on our Site will be available.

#### 5. Proprietary Rights, Non-Disclosure

You acknowledge and agree the content (other than content possibly submitted by Members), materials, text, images, videos, graphics, trademarks, logos, button icons, music, software, and other elements available on the Services are the property of SurveyExchange, our licensors, or our clients and are protected by copyright, trademark, and/or other proprietary rights and laws. You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify, or create derivative works from any content or materials on the Services.

Information and content made available to you through the Services may contain trade secrets or other confidential or proprietary information of SurveyExchange or SurveyExchange's clients, suppliers, or licensors. You must hold in strict confidence, and not disclose to any other person, any information or content you access or learn in connection with your participation in any survey, project, questionnaire, or other activity related to the Services. You are prohibited from sharing with any third party photographic or other imagery, information, or any other content from your activities with respect to the Services. You must not use any such information or content for any purpose other than your participation in the Services in accordance with these Terms. You hereby agree to notify SurveyExchange immediately if you learn of or suspect any use or disclosure of, or access to, any such information or content other than as specifically authorized in these Terms.

#### 6. Submitted Content

SurveyExchange does not claim ownership of any materials you make available through the Services, including but not limited to photos, videos, or written stories. With respect to any materials you submit or make available for inclusion on the Services, you grant SurveyExchange and SurveyExchange's clients a perpetual, irrevocable, non-terminable, worldwide, royalty-free, and non-exclusive license to use, copy, distribute, publicly display (including but not limited to display for promotion purposes), modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant, and covenant that any materials you provide do not include anything (including but not limited to text, images, music, or video) to which you do not have the full right to grant SurveyExchange the license specified above. You further represent, warrant, and covenant that any materials you provide will not contain libelous or otherwise unlawful, abusive, or obscene material. SurveyExchange will be entitled to use any content submitted by you without incurring obligations of confidentiality, attribution, or compensation to you.

#### 7. Disclaimers

You assume all responsibility and risk with respect to your use of the services. The services, and all content, merchandise, and other information on or accessible from or through the services or a "linked" site are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a

particular purpose, noninfringement, security, or accuracy. Specifically, but without limitation, SurveyExchange does not warrant that:

1. The information with respect to the services is correct, accurate, or reliable;
2. The functions contained with respect to the services will be uninterrupted or error-free;
3. Defects will be corrected; or
4. The services or the servers that make them available are free of viruses or other harmful components

SurveyExchange makes no warranties of any kind regarding any third-party sites to which you may be directed or hyperlinked from the Services. Hyperlinks are included solely for your convenience, and SurveyExchange makes no representations or warranties with regard to the accuracy, availability, suitability, or safety of information provided in such third-party sites. SurveyExchange does not endorse, warrant, or guarantee any products or services offered or provided by or on behalf of third parties through the Services.

## 8. Indemnification

You agree to indemnify, hold harmless, and defend SurveyExchange, including its parents, subsidiaries, divisions, and affiliates, together with their respective officers, directors, employees, agents, and affiliates, from any and all claims, liabilities, damages, costs, and expenses of defense, including but not limited to attorneys' fees, in any way arising from or related to your use of the Services, your violation of these Terms or the Privacy Policy, content posted to the Services by you, or your violation of any law or the rights of a third party.

## 9. Limitation of Liability

In no event shall SurveyExchange, its affiliates, or any of their respective officers, directors, employees, agents, successors, subsidiaries, suppliers, affiliates, or third parties providing information on the services be liable to any user of the services or any other person or entity for any direct, indirect, special, incidental, punitive, consequential, or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, or loss of use) arising out of the use or inability to use the services, whether based upon warranty, contract, tort, or otherwise, even if SurveyExchange or any of the related parties named above has been advised of or should have known of the possibility of such damages or losses. In no event shall the total liability of SurveyExchange, its affiliates, or any of their respective officers, directors, employees, agents, successors, subsidiaries, suppliers, affiliates, or third parties providing information on the services to you for all damages, losses, and causes of action resulting from your use of the services, whether in contract, tort (including, but not limited to, actions based on negligence) or otherwise, exceed the greater of:

1. the total dollar value of all points you have accumulated in the twenty-four months preceding the dispute or
2. one hundred and fifty dollars.

For purposes of calculating the foregoing, each point shall be worth one tenth of one cent (0.001 usd) (i.e., one thousand points shall be worth one u.s. dollar).

Any claim or cause of action arising out of or related to use of the services or these terms must be filed within one year after such claim or cause of action arose.

You hereby acknowledge the preceding paragraph shall apply to all content, merchandise, and services available through the Services. Because some states do not allow limitations on implied warranties or the exclusion or limitation of certain damages, all of the above disclaimers or exclusions may not apply to all users.

## 10. International Use

We control and operate the Services from India. We make no representation that materials on the Services are appropriate or available for use outside India. If you choose to access the Services from outside India, you are responsible for compliance with local laws, if and to the extent local laws are applicable.

## 11. Risk of Loss

Any merchandise purchased in connection with the Services will be shipped by a third-party carrier. You acknowledge and agree title and risk of loss for such merchandise will pass to you upon our delivery to the carrier.

## 12. Opt-Out Policy

At any time, Members may opt out of the Services, including without limitation newsletters or other communications:

- i. by following the unsubscribe procedures described on the Site or contained in any email received from SurveyExchange; or
- ii. by contacting us as provided below.



SurveyExchange shall use reasonable efforts to read and respond to each email request within a reasonable period of time after receipt.

### 13. Dispute Resolution

All disputes arising under these Terms shall be governed by and interpreted in accordance with the laws of Delhi, without regard to principles of conflict of laws. The parties to these Terms will submit all disputes arising under this agreement to arbitration in Delhi, Delhi. No party to these Terms will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.

### 14. Class Action Waiver

Any arbitration or court trial, whether before a judge or jury or pursuant to judicial reference, related to any claim under these Terms will take place on an individual basis, without resort to any form of class or representative action ("Class Action Waiver"). This class action waiver precludes any party from participating in or being represented in any class or representative action regarding a claim under this policy. Regardless of anything else herein, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator.

### 15. Miscellaneous

If any term or provision of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such term or provision shall be deemed null and void and shall not affect the application and/or interpretation of these Terms. The remaining terms or provisions of these Terms shall continue in full force and effect, as if the invalid or unenforceable term or provision was not a part of these 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. SurveyExchange'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 SurveyExchange from enforcing any subsequent breach by you of these Terms. These Terms represent the entire understanding and agreement between SurveyExchange and you with respect to the subject matter hereof.

### 16. Contact Us

To contact us with any questions or concerns in connection with these Terms or the Services, or to provide any notice under these Terms, please contact us at the addresses provided below:

**Solugo Research Pvt. Ltd.**

238-239, 2nd Floor, SRS IT Tower,

Faridabad, HR - 110085

Email: [admin@SurveyExchange.com](mailto:admin@SurveyExchange.com)

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# Terms & conditions

## 1. Definitions

### 1.1

The following definitions and rules of interpretation apply in this Agreement:

**'Agreement'** means these terms and conditions and the Order.

**'Associates'** means a party's employees, officers, agents, sub-contractors or authorized representatives.

**'Business Day'** means a day (other than a Saturday or a Sunday or major US federal holiday) on which the clearing banks and major US stock exchanges are open for business

**'Client'** means the party specified in the Order.

**'Client Materials'** means any data, client equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other Materials or information that are provided to Savanta and/or its Associates by or on behalf of the Client.

**'Client Notice Address'** means the address set out in the Order.

**'Commencement Date'** means the date set out in the Order.

**'Created Materials'** means those Materials specifically created for the purposes of the Services by or on behalf of Savanta (including any Materials adapted, modified or derived from the Client Materials), incorporated into Deliverables during the Term.



**'Data Protection Legislation'** means: (i) in EU countries, the EC Directive on the protection of individuals with regard to the processing of personal data and on the free movement of such data (95/46/EC) and all local laws or regulations giving effect to this Directive; and/or (ii) in non-EU countries, any similar or equivalent laws, regulations or rules relating to information or data about individuals.

**'Deliverables'** means any materials provided by Savanta to the Client under this Agreement and as set out in the Order, including Questionnaires, Survey Data and any static reports.

**'Expenses'** means the costs incurred by Savanta in providing the Services, to be charged in accordance with clause 6.

**'Fees'**: the price payable to Savanta for the Services as set out in the Order.

**'Intellectual Property Rights' or 'IPRs'** means the following rights, wherever in the world enforceable, including all reversions and renewals and all applications for registration: (i) any patents or patent applications; (ii) any trade marks (whether or not registered); (iii) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (iv) copyright or design rights (whether registered or unregistered); (v) database rights; (vi) performer's property rights as described in Part II, Chapter X of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world; (vii) any goodwill in any trade or service name, trading style or get-up; and (viii) any and all other intellectual or proprietary rights.

**'Materials'** means any reports, presentations, artwork, copy, models, designs, photographs, commercial, feature film, character, music, voice over, sound recording, performance, book, painting, logo, or any other material protected by Intellectual Property Rights, but not including any software.

**'Savanta'** means Savanta Group LLC means Savanta Group LLC, a California limited liability company with offices located at 100 Montgomery Street, Suite 1101, San Francisco, CA 94104.

**'Savanta IPRs'** means all of the IPRs in any software (including all programming code in object and source code form), methodology, know-how and processes (including all development documents,

electronic design formats, programming and systems structures) and Materials, data or other content in relation to which the Intellectual Property Rights are owned by (or licensed to) Savanta and which are: (i) in existence prior to the date on which it is intended to use them for the purposes of providing the Services and/or the Deliverables; (ii) created by or for Savanta outside of the Services and which are intended to be reused across its business; or (iii) created after the termination of this Agreement.

**'Savanta Privacy Policy'** means the privacy policy set out [here](#), as amended from time to time.

**'Order'** means the order form entered into between the Client and Savanta, which incorporates these terms and conditions.

**'Project Change Form'** has the meaning given in clause 3.1.

**'Questionnaire'** means a commissioned questionnaire used to collect Survey Data.

**'Services'** means the services to be provided by Savanta under this Agreement, as set out in the Order, together with any other agreed services which Savanta provides to the Client, as set out in any other written agreement between the parties that incorporates these terms and conditions.

**'Survey Data'** means any raw data collected by, or on behalf of, Savanta to provide the Services.

**'Term'** has the meaning given in the Order.

**'Third-Party Materials'** means those Materials created by a third party and included in any Deliverables, but which excludes software which is owned or licensed by a third party.

## 1.2

Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

## 1.3

A **'person'** includes a natural person, or corporate or unincorporated body (whether or not having separate legal personality).

**1.4**

Where the context so requires, words in the singular shall include the plural and vice versa, and words denoting one gender shall include all genders.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes any subordinate legislation in force made under it

**1.5**

If there is any conflict or direct inconsistency between any of the documents comprising this Agreement, they will prevail according to the following order of precedence: (i) the Order (but only to the extent of such direct inconsistency); and (ii) these terms and conditions.

**1.6**

Any words following the terms including, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**1.7**

Except where stated otherwise, a reference to ‘**writing**’ or ‘**written**’ does not include fax or e-mail.

**2. Commencement and term****2.1**

Savanta shall provide the Services to the Client on the terms and conditions of this Agreement from the Commencement Date.

**2.2**

This Agreement shall run for the Term, unless terminated sooner in accordance with clause 12.

**2.3**

Any dates specified in any Order shall be estimates only and time shall not be of the essence in this Agreement.

### 3. Changes to order

#### 3.1

Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Project Change Form has been signed by both parties. A **"Project Change Form"** shall be a document setting out the proposed changes and the effect those changes will have on:

- (a) the Services;
- (b) the Fees;
- (c) the timetable for the Services; and
- (d) any terms of this Agreement.

#### 3.2

If the parties agree to a Project Change Form, they shall sign it and that Project Change Form shall amend this Agreement.

### 4. Savanta's obligations & warranties

#### 4.1

Savanta warrants and undertakes that:

- (a) it has full power and authority to enter into this Agreement;
- (b) it shall perform the Services with reasonable skill and care, using suitably qualified personnel, to a standard no less than that to be reasonably expected of a competent research agency of similar size and resources; and
- (c) the use by the Client of any Created Materials (but excluding any IPRs in any Client Materials incorporated in the Created Materials) in accordance with this Agreement and for the purposes set out in the Order will not infringe the copyright of any third party.

#### 4.2

Savanta hereby indemnifies the Client against any losses, costs or expense incurred by the Client as a result of breach by Savanta of its warranty in clause 4.1(c).

**4.3**

Save to the extent expressly agreed in an Order, the relationship between the parties is non-exclusive and Savanta shall therefore be entitled to provide any services or deliverables the same or similar to the Services (but for the avoidance of doubt, only without using any Client Materials) to any third party subject always to clause 9 (Confidentiality).

**4.4**

Subject to clause 10.2, Savanta shall not be liable for:

- (a) any loss or damages arising as a result of any information or materials supplied or approved by the Client; or
- (b) any loss or damages arising from the withdrawal or alteration of any third-party product or service.

**5. Client's obligations & warranties****5.1**

The Client warrants that:

- (a) it has full power and authority to enter into this Agreement;
- (b) the Client Materials will not, when used in accordance with this Agreement and any written instructions given by the Client, infringe any third party Intellectual Property Rights;
- (c) to the best of its knowledge and belief, the Client Materials will comply with all applicable laws and regulations;
- (d) the Client Materials are accurate and complete; and
- (e) it is the beneficial owner of, or is entitled to provide Savanta with, the Client Materials.

**5.2**

The Client undertakes to:

- (a) provide Savanta with full and clear instructions as to its requirement for the Services and all information, materials and assistance required for the proper performance of the Services;
- (b) promptly supply to Savanta (at no charge) any Client Materials reasonably required by Savanta or otherwise necessary to provide the Services and shall ensure that it has all rights and licenses in place to enable use by Savanta of all Client Materials;

- (c) use the Services only for the purposes for which they were provided, and not modify or alter any material or information provided by Savanta without Savanta's written consent; and
- (d) keep Savanta informed of any matters related to the Client which will, or could, have an impact on Savanta's performance of the Services.

### 5.3

If the Client does not fulfil its obligations under or in connection with this Agreement (including its payment obligations), then to the extent that such failure prevents Savanta from performing any Services in accordance with this Agreement, Savanta will be relieved of its obligations to the Client, and Savanta shall not be liable for any losses, costs or expenses incurred by the Client as a result of any such failure.

## 6. Fees

### 6.1

In consideration of the provision of the Services by Savanta, the Client shall pay the Fees set out in the Order as amended by any Project Change Form (if applicable).

### 6.2

Savanta will invoice the Client as set out in the Order.

### 6.3

In addition to the Fees, the Client shall reimburse Savanta for its reasonable Expenses. If Savanta is required to pay more than US \$750 at any one time for any Expenses, Savanta will seek written approval (not to be unreasonably withheld) from the Client in advance of incurring such Expenses.

### 6.4

Savanta reserves the right to invoice the Client for any costs reasonably incurred by Savanta as a result of delays by the Client in performing any of the Client's obligations under this Agreement.

### 6.5

The Client shall pay Savanta, in full and in cleared funds, within 30 days of the date of each invoice.

**6.6**

In event that the project is canceled, or this Agreement terminated following acceptance, Savanta will charge you an amount equal to the greater of:

- 10% of the total project fee or US \$2,500 (whichever is lower); or
- A fee based on work undertaken up to the date of cancellation, calculated by incorporating both expenses incurred, and estimated time committed to date, which shall be payable in accordance with clause 6.

**6.7**

Without prejudice to any other right or remedy that it may have, Savanta may charge interest on any overdue sum from the due date for payment at an annual rate of 12%, accruing daily from the due date for payment until the date on which Savanta receives payment together with all accrued interest. Savanta may also suspend the Services until payment for overdue sums has been made in full (during which period, for the avoidance of doubt, the Fees will remain payable in full).

**6.8**

If any payment of the Fees or Expenses is subject to tax (whether by way of direct assessment or withholding at its source), Savanta shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to Savanta of the Fees and Expenses after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.

**6.9**

If Savanta is required to purchase anything other than in US dollars, it shall charge the Client at the exchange rate (which shall be the mid-point rate as quoted in the following day's Financial Times) in operation on the date on which Savanta makes the purchase. If Savanta is required to invoice the Client other than in US dollars, the Fees shall be calculated in US dollars, and shall be charged to the Client based on the exchange-rate in operation on the date on which Savanta issues the invoice (which shall be the mid-point rate as quoted in the following day's Financial Times).

**6.10**

Notwithstanding clause 6.5, all sums payable to Savanta under this Agreement shall become due immediately on its termination.

## 7. Third party contracts

### 7.1

Savanta enters into contracts with third party suppliers in respect of Services in accordance with such suppliers' standard or individual conditions and contracts ("**Third Party Contracts**").

### 7.2

Provided that Savanta has notified the Client of any significant restrictions or contract terms contained in such Third Party Contracts:

- (a) the Client hereby acknowledges that its right to use or otherwise benefit from any Services or deliverables acquired under such Third Party Contracts shall be as set out in such Third Party Contracts;
- (b) any charges or liabilities (to the extent caused by an act or omission of the Client or its affiliates or any third party acting for or on its behalf) for which Savanta is liable under such Third Party Contracts (including cancellation payments) shall be the responsibility of the Client; and
- (c) the Client hereby indemnifies, and keeps indemnified, Savanta against any losses, costs and expenses caused by any act or omission of the Client which puts Savanta in breach of any such Third Party Contracts.

### 7.3

Savanta shall provide the Client with a copy of any relevant Third Party Contract if requested to do so and if authorized by the relevant third party.

## 8. Intellectual property rights

### 8.1

Savanta acknowledges that ownership of Client Materials and ownership of all Intellectual Property Rights in any Client Materials (including any modifications or adaptations of such Client Materials produced in the course of providing the Services) shall remain vested in the Client or its licensors. The Client hereby grants to Savanta a non-exclusive license during the Term to use the Client Materials solely for the purposes of providing the Services.



**8.2**

Subject to the remaining provisions of this clause 10 and subject to Savanta receiving payment of all Fees attributable to Created Materials Savanta hereby assigns to the Client (and in the case of copyright, by way of a present assignment of future copyright) all of the Intellectual Property Rights in Created Materials which are capable of being assigned together with the right to sue for past infringement of the Intellectual Property Rights in Created Materials.

**8.3**

The Client acknowledges that all Intellectual Property Rights in the Savanta IPRs shall be owned by and remain the property of and vested in Savanta. Subject to Savanta receiving payment of all Fees attributable to the Savanta IPRs licensed under this clause 8, Savanta hereby grants to the Client a license to use such Savanta IPRs as are included in any materials provided by Savanta for the period of time and for the purposes set out in the Order.

**8.4**

The Client shall not, nor knowingly allow anyone else to, copy, decompile, modify or reverse engineer any Savanta IPRs, without Savanta's prior written consent.

**8.5**

The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 8.3.

**8.6**

Prior to delivery of any Deliverables, Savanta shall obtain such licenses or consents in respect of Third Party Materials as shall be necessary in order that the Client can use such Third Party Materials for the purposes set out in the Order. Savanta shall notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials, and the Client hereby indemnifies, and keeps indemnified, Savanta against any losses, costs and expenses suffered by the Savanta as a result of the Client or its Affiliates breaching any such restrictions.

**8.7**

Savanta agrees, at the Client's request and expense, to take all such actions and execute all such documents as are necessary (in the Client's reasonable opinion) to enable the Client to obtain, defend or enforce its rights in the Deliverables, and shall not do or fail to do any act which would or might prejudice the Client's rights under this clause 8.

**8.8**

Notwithstanding any of the above and save as otherwise expressly provided for in the Order, Savanta shall:

- (a) be able during and after the Term to use any Deliverables which have been broadcast, published, distributed or otherwise made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on Savanta's website, in credentials pitches and in its showreel. Any other use by Savanta shall be subject to the Client's prior approval; and
- (b) retain all know how obtained in connection with the Services.

**8.9**

During the Term, if Savanta is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this clause 8, Savanta shall retain ownership of all Intellectual Property Rights in any materials forming part of the pitch process, save to the extent that Savanta is successful in such pitch and the parties agree that such materials will be used in accordance with Services to be provided under the Order.

**8.10**

For the avoidance of doubt, Savanta shall not be liable under or in connection with this Agreement for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf, nor in the event that any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client and/or its Associates.

**9. Confidentiality****9.1**

Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party ("**Confidential Information**").

**9.2**

Confidential Information shall include any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential.

**9.3**

Confidential Information shall exclude information which:

- (a) at the time of receipt by the recipient is in the public domain;
- (b) subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- (c) is lawfully received by the recipient from a third party on an unrestricted basis; and/or
- (d) is already known to the recipient before receipt hereunder.

**9.4**

Each of the parties undertake to maintain the confidentiality of the other party's Confidential Information at all times and to use no less adequate measures than it uses in respect of its own confidential information to keep the other party's Confidential Information reasonably secure. Neither party shall at any time, whether during the Term or at any time thereafter, without the prior written consent of the other party, use, disclose, exploit, copy or modify any of the other party's Confidential Information, or authorize or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations in connection with this Agreement.

**9.5**

Each of the parties undertakes to disclose the other party's Confidential Information only to those of its Associates to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement.

**9.6**

The Client acknowledges that nothing in this Agreement shall affect Savanta's right to use as it sees fit any general intelligence gained by Savanta in the course of its appointment.

**9.7**

Neither party shall be in breach of this clause 9 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that, to

the extent practicable and permissible, the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

### 9.8

The terms of and obligations imposed by this clause 9 shall survive the termination of this Agreement for any reason.

## 10. Limitations of liability

### 10.1

Subject to clause 10.2, Savanta's maximum aggregate liability under or in connection with this Agreement:

- (a) whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the lower of (a) US \$1,000,000; and (b) the amount paid or payable by the Client to Savanta in the 12 month period preceding any event giving rise to liability; and
- (b) in the case of any indemnity contained in this Agreement, shall in no circumstances exceed US \$1,000,000.

### 10.2

Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.

### 10.3

Subject to clause 10.2, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement (and including for the avoidance of doubt any indemnity contained in this Agreement) for:

- (a) any loss (whether direct, indirect or consequential) of profits, sales or business, agreements or contracts, anticipated savings or goodwill;
- (b) loss of use or corruption of software, data or information; or
- (c) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

**10.4**

Where one party (“Indemnifying Party”) agrees to indemnify and keep the other party (“Indemnified Party”) indemnified under this Agreement, the Indemnified Party shall comply with the following process in the event that a third party claim arises:

- (a) the Indemnified Party must promptly notify the Indemnifying Party in writing of such claim;
- (b) the Indemnified Party must not make any admission of liability, settlement or compromise without the prior written consent of the Indemnifying Party;
- (c) the Indemnified Party must give the Indemnifying Party express authority to conduct all negotiations and litigation and to defend and/or settle all litigation arising from such claim, provided that the Indemnifying Party regularly consults the Indemnified Party on the conduct and defense of the claim;
- (d) the Indemnified Party must provide the Indemnifying Party with all available information and assistance in relation to such claim as the Indemnifying Party may reasonably require at the Indemnifying Party’s cost and expense; and
- (e) if within ninety (90) days after the Indemnifying Party’s receipt of notice of any such claim, the Indemnifying Party fails to take action to defend or settle such claim, the Indemnified Party may at the Indemnifying Party’s expense undertake the defense, compromise or settlement of the claim as it sees fit.

**11. Data protection****11.1**

Each party warrants to the other that it complies and will continue to comply with the terms of any applicable Data Protection Legislation and any other relevant data protection laws, legislation and regulation. For the purposes of this clause 11, “personal data” and “processes” shall have the meanings given under Data Protection Legislation.

**11.2**

Where Savanta, or its Associates, process personal data on behalf of the Client, then Savanta shall, and shall procure that its Associates shall:

- (a) process such data solely in accordance with the Client's instructions from time to time and in accordance with its duties under Data Protection Legislation and the Savanta Privacy Policy; and
- (b) adopt and maintain reasonably appropriate security and organizational measures against unauthorized, unlawful processing, accidental loss or destruction of such data and take reasonable steps to ensure compliance with those measures.

### 11.3

The Client warrants and undertakes that it has all necessary rights to provide personal data to Savanta and to require Savanta to process personal data on its behalf.

## 12. Termination

### 12.1

Subject to clause 12.3, either party may terminate this Agreement for convenience on 90 days' written notice.

### 12.2

Subject to clause 12.3, without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if the other party:

- (a) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- (b) commits a material breach of this Agreement and (if such a breach can be remedied) fails to remedy it within 30 days of being notified in writing of the breach;
- (c) suspends (or threatens to suspend) payment of its debts or the continuation of all or a substantial part of its business, is unable or deemed unable to pay its debts as they fall due, begins negotiations with any class of its creditors with a view to rescheduling any of its debts, is the subject of a court order for winding-up, has a receiver appointed over its assets (or entitles any person to appoint one), or enters into any compromise or arrangement with its creditors or is the subject of a notice, resolution or order for or in connection with its

winding-up (other than for the sole purpose of a solvent amalgamation or solvent reconstruction); or

(d) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to those outlined in clause 12.2(c).

### 12.3

On termination of this Agreement for any reason:

(a) the Client shall immediately pay Savanta for all Savanta's outstanding unpaid invoices, and, in respect of Services performed and Expenses incurred but not yet invoiced or to which Savanta is committed (including, but not limited to any cancellation charges imposed by its suppliers), Savanta may submit invoices, which shall be payable immediately on receipt;

(b) the accrued rights and liabilities of the parties as at termination, and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected; and

(c) Savanta shall provide the Client with any Survey Data in a standard, readable format as determined by Savanta in its sole discretion.

### 12.4

On termination of this Agreement, clauses 9, 10, 12 and 13 shall survive and continue to have full force and effect.

## 13. Non-solicitation

### 13.1

During this Agreement and for 12 months after its termination, neither party shall, without the other party's written consent, solicit or entice, or attempt to solicit or entice (or encourage a third party to solicit or entice), any person who, at any point in either the preceding six months or the six months before termination (as applicable), was employed or engaged by the other party in the provision or receipt of the Services other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

**13.2**

A party recruiting a person in breach of clause 13.1 above shall immediately pay to the other party a sum representing 30% of the gross annual salary of the person recruited (calculated in relation to the salary that the employee was earning while employed by the non-defaulting party). If, for reasons of confidentiality, Savanta requires the employee not to work during the notice period, the Client will additionally pay Savanta a sum representing the salary payable in respect of the unfulfilled portion of the notice period.

**14. Force Majeure****14.1**

A party shall not be in breach of this Agreement, or be liable for any failure or delay in performance of any obligations under this Agreement (except in the case of a failure to pay), where such failure or delay arises or is attributable to acts, events, omissions or accidents beyond its reasonable control ('**Force Majeure**'), including but not limited to fire, accidental damage, natural disaster, war, terrorist attack, riots, failure of machinery, computers or vehicles, industrial action, non-performance by suppliers or subcontractors (excluding companies in the same group as the party seeking to rely on this clause), or interruption or failure of utility service.

**14.2**

A party subject to Force Majeure shall not be in breach of this Agreement provided it could not have avoided the effect of Force Majeure by taking precautions which it ought reasonably to have taken, and provided it promptly notifies the other party of the existence and nature of the Force Majeure, and uses reasonable endeavors to mitigate the effect of Force Majeure.

**14.3**

If Force Majeure continues for more than 30 consecutive days, either party may terminate this Agreement immediately by giving written notice to the other party. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring before such termination.



## 15. Notices

### 15.1

A notice (other than a notice in any legal proceedings) given by one party to the other under this Agreement will be properly served if it is in English and sent to the Client Notice Address or, in the case of notices to Savanta, to:

**Address:** the Savanta address set out in the Order

**With a copy to:** Next Fifteen Communications Corp, 100 Montgomery Street, Suite 1650, San Francisco, CA 94104.

**Attention:** General Counsel.

### 15.2

The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

#### Delivery Method

- Delivery by hand.
- Delivery by nationally recognized courier.
- Pre-paid certified or registered mail return receipt requested.

#### Deemed delivery date and time

- On signature of a delivery receipt.
- Upon delivery.

### 15.3

For the purpose of this clause and calculating deemed receipt all references to time are to local time in the place of deemed receipt.

## 16. Assignment and sub-contracting

### 16.1

Savanta shall be entitled to sub-contract its performance of the Services provided that any sub-contracting shall not relieve Savanta from its obligations to the Client under this Agreement

### 16.2

Subject to clause 16.1, neither party may assign, transfer or charge or

otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written approval of the other party. Savanta is, however, entitled to perform any Services under this Agreement through any company which is its holding company or the subsidiary of such holding company, and any act or omission of such company shall be deemed to be the act or omission of Savanta.

## 17. Miscellaneous

### 17.1

No variation of this Agreement shall be valid unless it is in writing and signed by a duly authorized officer of each of the parties.

### 17.2

A party's failure to exercise, or delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of such, or preclude any further exercise of that or any other right or remedy.

### 17.3

If any provision or part-provision of this Agreement is found to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions and part-provisions of the Agreement shall not be affected.

### 17.4

A person who is not a party to this Agreement shall have no rights to enforce any term of it.

### 17.5

If any dispute arises under or in connection with this Agreement, the parties will first attempt in good faith to settle such through negotiation rather than through legal proceedings. If the dispute is not resolved within 21 days of either party's attempt to instigate such negotiations, it may be settled by the courts of competent jurisdiction under this Agreement.

### 17.6

Nothing in this Agreement shall restrict or exclude the right of either party to seek injunctive relief against the other party.

**17.7**

This Agreement, and any documents annexed to it and signed or initialed by the parties, constitutes the entire agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject-matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance, undertaking or warranty, whether negligently or innocently made ('Representation'), of any person (whether a party to this Agreement or not), other than as expressly set out in this Agreement. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract. Nothing in this clause 17.7 shall limit or exclude any liability for fraud.

**17.8**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

**17.9**

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

**18. Governing law and jurisdiction****18.1**

This Agreement, and any dispute or claim arising out of or in connection with it or its subject-matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of the state of California.

**18.2**

The parties irrevocably agree that the federal and state courts of San Francisco, California shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject-matter or formation (including non-contractual disputes or claims).

**TrendVue Addendum:** These ONLY apply if you are taking out a subscription to Savanta's TrendVue product:

“AI Software” means any software provided by a vendor that uses artificial intelligence or machine learning to generate AI Generated Materials; and

“AI Generated Materials” means computer-generated third party output from AI Software which may consist of text, images, video, code, or other content or materials.

The Client acknowledges Savanta uses third party tools in the provision of the Services which may include AI Software to generate and incorporate AI Generated Materials into the Platform and/or any Deliverables and on this basis the Client agrees as follows:

1. The Client is responsible for all Client input into the Platform (“Input”) and warrants and represents Client has all rights and permissions required to provide such Input.
2. The Client shall not Input any Client Confidential Information into the Platform and to the extent the Client Inputs any Client Confidential Information into the Platform, Savanta will not be liable in any event for all losses, claims or otherwise in connection with the Client’s use of its Confidential Information in the Platform.
3. The Client acknowledges the Services are provided to the Client on an “as is” and accordingly the Client assumes sole responsibility for the results obtained from the Services and for any conclusions drawn from such use.
4. The Client and Authorised Users may not:
  - (i) systematically scrape, crawl, harvest, retrieve or otherwise gather by electronic means any data or other content from the Platform to monitor, access, copy, create, acquire or compile - directly or indirectly, in single or multiple downloads - a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, robots or spiders, or any automatic devices, programs, algorithms or methodologies or otherwise; or
  - (ii) remove, obscure or modify any copyright or other notices included in the Insights nor any metadata or digital rights management that may be associated with the Insights.
5. The Client acknowledges and agrees the above Additional Terms will take precedence over the Conditions to the extent there is any conflict or direct inconsistency between the two documents.

Savanta is a data, market research and advisory company. We inform and inspire our clients through powerful data, empowering technology and high-impact consulting

### **Our Company**

About us

Careers

Case studies

Press enquiries

Contact us

### **Featured Products**

TrendVue

BrandVue

Essentials

MillionaireVue

State of the Youth Nation

### **Key Services**

Brand Development

Communication effectiveness

Customer experience

Employee Experience


User experience


Market understanding

Product & service development

Public policy

Data collection & analytics

 Get in touch

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Audience & panel

Technology & platforms

**Company Policies**

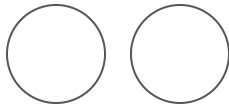
Data protection

Accesibility

Carbon reduction plan

Gender pay gap report


Modern slavery report




Savanta Group2024

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# Terms of Use

(Effective as of January 31, 2024)

**IMPORTANT — THIS IS A LEGAL AGREEMENT BETWEEN EACH END USER (referenced herein as “You” or with “your”) AND MFOUR MOBILE RESEARCH, INC. (referenced herein as “MFour”) THAT APPLIES EACH TIME YOU ACCESS OR USE AN MFOUR ONLINE PLATFORM, INCLUDING *MFOUR STUDIO*™ (“Platform”). YOU SHOULD THEREFORE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE (“TOU”) AS THEY GOVERN YOUR USE OF THE PLATFORM. IF YOU DO NOT AGREE WITH THIS TOU, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE PLATFORM AND ARE INSTRUCTED TO EXIT THE PLATFORM IMMEDIATELY.**

**1. Additional Terms and Conditions.** This TOU remains subject to a statement of work, work order, subscription order, or similar document with MFour for individual or enterprise use of the Platform (“Order”). Further, your right to use may be only available under the general rights extended to the entity or organization identified on the Order and if you are an employee or (authorized) independent contractor working on behalf of such entity or organization and having a need to access and use the Platform. Consequently, additional notices, terms, and conditions may apply to fees, MFour services, solutions, or programs, number of permissible end users, term or duration of permitted use, receipt of (or access to) certain content or data or the Platform. In the event of any conflict with this TOU, such other notices, terms, and conditions shall control as to the scope of their subject matter, but this TOU shall control with respect to individual use of the Platform. Your further expressly acknowledge and agree that the grant herein remains subject at all times to the payment by You (or the entity or organization identified on the Order) of the applicable fee(s).



Platform access may further provide the use or receipt of consumer, behavioral and other data ("Licensed Data") along with the Platform's available functionality or features. Unless otherwise noted, references to the "Platform" shall include the "Licensed Data." Use of certain Licensed Data may be subject to additional terms and conditions as provided by the respective licensor or supplier. You may download (when allowed under the applicable Order) or print a single print copy (or make a single screen shot) of the Licensed Data from the Platform solely for your personal use or for internal business purposes; provided that all hard copies contain all copyright and other applicable (attribution) notices contained in such materials and information.

**3. Usage Rights.** In addition to any other conditions, restrictions, or limitations set forth in this TOU, all use of the Platform must: (i) remain lawful and at all times in compliance with laws and regulations governing the Platform, including the Licensed Data; (ii) be only for personal use associated with the internal business purposes of the entity or organization identified on the applicable Order, including for analytics or market research on behalf of your employer or your employer's clients or customers; (iii) not be for purposes of republication, reposting, or redisplay of any Licensed Data; (iv) be limited to use of the Licensed Data only on an aggregated basis for consumer insight products and not be for the purpose of identifying an individual person ("Consumer"); (v) not be for the purpose of contacting directly or indirectly a Consumer by email, text, mail, or other communication; and (vi) not be for targeting or other promotional outreach. To the extent any right to download any Licensed Data is extending under an associated Order, you shall not integrate the (downloaded) Licensed Data with any other database, CRM, or system not owned or controlled by MFour.

**4. Restrictions.** This is a license and not a sale. Except as expressly provided herein, MFour does not grant any other express or implied right to You or any other person. Accordingly, You may not modify, reverse engineer, translate, decompile, create derivative work(s) of, copy, distribute, share, disassemble, broadcast, transmit, publish, remove, or alter any proprietary notices or labels, license, sublicense, transfer, sell, resell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use (or allow anyone else to use) the Platform (including the Licensed Data) in any manner not expressly permitted herein. Without limitation of the foregoing, the Platform may not be used or embedded in any software or database not controlled by MFour or used in a manner intended, designed, or capable of recreating or building a competitive version of the





**5. User Obligations.** You represent that You are at least the legal age of majority and will, at all times, provide true, accurate, current, and complete information (for which You have all necessary rights, permission(s), or authority) when submitting information through the Platform, including, without limitation, when You provide information via a website registration or submission form. In addition, You access the Platform on your own volition and are responsible for compliance with all applicable laws, rules, and regulations with respect to your use of the Platform (including use of any Licensed Data).

**6. Privacy Policy.** Please see MFour's Privacy Policy at <https://mfour.com/privacy-policy/> (<https://mfour.com/privacy-policy/>) for a summary of MFour's personally identifiable information collection and use practices.

**7. Account.** You may be required to register to use the Platform. Each registration is for a single individual user only, unless otherwise expressly agreed upon by MFour or provided for in an Order. Registration for access to and use of the Platform may also require access credentials, such as a username and a password, or adherence to other particular access requirements as designated by MFour in its sole discretion from time to time. You hereby agree to consider your access credentials, such as a username and password, as confidential information and not to disclose such information to any third party without the prior express written consent of MFour, which may be withheld in its sole discretion. You shall immediately notify MFour if You suspect or become aware of any loss or theft of your password or any unauthorized use of your username and password. MFour will not be liable for any loss or damage arising from your failure (whether inadvertent or intentional) to comply with these obligations.

**8. Survey Builder Promo Codes.** Survey Builder Promo Codes are subject to the following terms and conditions and by using a Promo Code you agree to accept these terms and conditions: (a) the Promo Code may be redeemed by entering the unique Promo Code during the Survey Builder survey checkout process; (b) the Promo Code is valid for one-time use only and may only be applied to one Survey Builder survey, (c) the Promo Code discount percentage will be applied to the total cost of the Survey Builder survey up to a total discount of \$5,000; (d) the Promo Code discount may not be combined with any other discount, promotion or offer; (e) the Promo Code is valid until the expiration date stated on the Prom Code; (f) the Promo Code is non-transferable and



analytical and auditing purposes; and (i) MFour reserves the right to cancel or modify the terms of the Promo Code program at any time without prior notice.

**9. Proprietary Rights.** This TOU provides only a limited license to access and use the Platform. Accordingly, You expressly acknowledge and agree that MFour transfers no ownership or intellectual property right, title, or interest in and to the Platform to You or anyone else. All Licensed Data and all trademarks, service marks, text, graphics, headers, icons, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including HTML, CSS, XML, and JavaScript code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Platform, unless otherwise indicated, are owned, controlled, and licensed by MFour and/or its licensors. Moreover, the Platform (including all Licensed Data) shall at all times remain the property of MFour or its third-party licensor(s) or supplier(s). Without separate and prior written approval and without limitation of the notice or attribution requirements for any printouts or downloads of the Licensed Data, this TOU provides no right to use any name, trademark, or service mark of MFour, including, without limitation, MFOUR, for any purpose, including, without limitation, as the source of any data.

**10. Representations.** You represent and warrant to MFour that You have the right, power, and authority to: (a) enter into this TOU; (b) make the respective and applicable representations and warranties contained herein; and (c) commit to and perform the respective duties, obligations, and covenants set forth hereunder.

**11. Disclaimer.** MFOUR DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," AND DATA, FEATURES, OR FUNCTIONALITY MAY CHANGE OR BE UPDATED FROM TIME TO TIME. MFOUR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, MFOUR EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD PARTY-PROVIDED MATERIALS, PROGRAMS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE



**12. Limitation of Liability.** MFOUR SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND MFOUR'S CONTROL. MOREOVER, AND TO THE MAXIMUM EXTENT NOT SEPARATELY ADDRESSED UNDER ANY ORDER WITH MFOUR, IN NO EVENT SHALL MFOUR BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PLATFORM OR FOR ANY LICENSED DATA AVAILABLE THROUGH THE PLATFORM, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF MFOUR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, AND UNLESS OTHERWISE AGREED BY MFOUR, TOTAL LIABILITY OF MFOUR FOR ANY REASON WHATSOEVER RELATED TO USE OF THE PLATFORM SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE PLATFORM (DURING THE LAST TWELVE (12) MONTHS) OR TEN DOLLARS (\$10 (U.S.)), WHICHEVER IS GREATER.

**13. Governing Law.** This TOU has been made in and will be construed and enforced in accordance with the laws of the State of California as applied to agreements entered into and completely performed in the State of California. To the extent any litigation matter arises from your performance under this TOU, you and MFour each irrevocably consent to the personal jurisdiction of the state and federal courts located in Los Angeles County, State of California for purposes of any lawsuit seeking to enforce this TOU or any intellectual property right of MFour.

**14. Dispute Resolution.** Dispute resolution between MFour and the entity or organization identified on an Order shall be pursuant to the terms and conditions governing the Order. For any individual use pursuant to this TOU, You may bring claims associated with this TOU only on your own behalf. Neither You nor MFour will participate in a class action or class-wide arbitration for any claims covered by this TOU. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if MFour is a party to the proceeding. For any claim between You and MFour either: (i) raised by a resident of a country other than the United States of America; or (ii) where the total amount of the award sought is less than fifteen thousand dollars (\$15,000.00), You agree that MFour may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event MFour elects arbitration, You hereby agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through an established alternative



initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief.

**15. Enforcing Security on the Platform.** MFour reserves the right to review and pre-approve any use of the Platform and make such pre-approval subject to the requirement of a separate evidentiary writing. MFour also reserves the right to view, monitor, and record activity on the Platform without notice or permission from You. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Platform as well as to disclosures required by or under applicable law or related government agency actions. MFour will also comply with all court orders or subpoenas involving requests for such information.

**16. Injunctive Relief.** You acknowledge that any breach, threatened or actual, of this TOU, including, without limitation, with respect to unauthorized use of MFour proprietary rights or assets, will cause irreparable injury to MFour, such injury would not be quantifiable in monetary damages, and MFour would not have an adequate remedy at law. You therefore agree that MFour shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU. Accordingly, You hereby waive any requirement that MFour post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to MFour to enforce any provision of this TOU.

**17. Feedback.** MFour welcomes your feedback and suggestions about MFour's products or services or with respect to how to improve the Platform. By sending, communicating, or transmitting any suggestions, information, material, or other content (collectively, "Feedback") to MFour, You represent and warrant that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that You have all rights necessary to convey to MFour and enable MFour to use such Feedback. In addition, any Feedback received by MFour will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license from You for MFour to adopt,



any rights that may exist therein, and you hereby waive any claim to the contrary.

**18. Term and Termination.** Your right to access the Platform shall be for the duration or period of use set forth in the applicable Order. This TOU, however, will take effect (or retake effect) at the moment You begin downloading, accessing, or using the Platform, whichever is earliest. MFour reserves the right at any time and on any grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of this TOU, to deny your access to the Platform or to any portion thereof in order to protect its name and goodwill, its business, and/or other clients of MFour; and this TOU will also terminate automatically if You fail to comply with its terms and conditions, subject to the survival rights of certain provisions identified below. Termination will be effective without prior notice and may impact (and prohibit) submission of any information. You may also terminate this TOU at any time by ceasing to use the Platform, but all applicable provisions of this TOU will survive termination, as identified below, and each re-access or use of the Platform will reapply this TOU (then in effect) to You. Upon termination, You must destroy all copies of any aspect of the Platform in your possession or control, including, without limitation, any and all Platform. Upon request, You agree to certify in writing to the foregoing destruction requirement. The provisions concerning MFour's proprietary rights, Feedback, disclaimers of warranty, limitations of liability, waiver and severability, entire agreement, injunctive relief, and governing law will survive the termination of this TOU for any reason.

**19. Waiver and Severability.** Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent default or failure of performance. No waiver by MFour of any right under this TOU will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOU shall continue in effect.



Policy <https://mfour.com/privacy-policy/> (<https://mfour.com/privacy-policy/>) represent the entire agreement between You and MFour with respect to use of the Platform, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and MFour with respect to the Platform. You may not assign, delegate, or transfer any rights under this TOU without the prior written consent of MFour. **Please note that MFour reserves the right to change the terms and conditions of this TOU by posting a revised TOU or mailing and/or emailing notice thereof to You. In addition, MFour may add, modify, or delete any aspect, program, or feature of the Platform, but MFour is not under any obligation to add any upgrade, enhancement, or modification. Your continued use of the Platform following any announced change will be conclusively deemed acceptance of any change to the terms and conditions of this TOU (and acceptance of the version of this TOU then in effect). Accordingly, please review the TOU found at this location on a periodic basis.**

21. **Contact Information.** If You have questions regarding this TOU or the Platform or if You are interested in obtaining more information concerning MFour or its products, services, or solutions, please contact MFour at [support@mfourstudio.com](mailto:support@mfourstudio.com) (<mailto:support@mfourstudio.com>).

## Email

[solutions@mfour.com](mailto:solutions@mfour.com) (<mailto:solutions@mfour.com>).

## Phone

[\(714\) 754-1234](tel:+17147541234) (<tel:+17147541234>).



## Validated Surveys

(<https://mfour.com/vsurveys/>)

## OmniTraffic® Behavior Data

(<https://mfour.com/omnitraffic-data/>)

## Studio Data Platform

(<https://mfour.com/mfour-studio/studio-overview/>)

## Products

### Standard vSurveys

(<https://mfour.com/standard-vs-surveys/>)

### vSurveys+™

(<https://mfour.com/vsurveys/>)

### vTracker+™

(<https://mfour.com/vtracker/>)

### OmniTraffic® Data

(<https://mfour.com/omnitraffic-data/>)

## Resources

### Case Studies

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