

Terms and conditions of committee membership,
participation in the survey, and use of services
Effective date: February 28, 2018

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Definitions

The following terms and expressions shall have the following meanings when used in these Terms.

“Active Committee Member”

refers to a Committee member, who may: (a) have participated in a survey, (b) other research programs, (c) any other sections of the service, at least once in the past (12) months: or d) has updated their profile or member information at least once in the last twelve (12) months

“Market Research Tracking Service”

refers to a service approved by the User and this User’s online behavior can be tracked through the User’s entry to the websites and online campaigns offered to the User for the purposes of market research, including Ad Tracking Research

“Applicable Law”

means national and/or local laws and regulations

“Customer”

refers to our customers to whom we provide services

“Content”

refers to information on our site, survey site, commission site or partner site

“Committee”

means a group of individuals who have agreed to be invited to participate in market research surveys, other research programs or other sections of market research services.

“Committee Member”

means a member of the Committee

“Committee Owner”

refers to the Committee Owner and the Committee website of which you are a member

“Committee Site”

refers to a site where individuals can register to become members of the Committee

“Partner”

means one of our Partners, and includes Committee Owners and other Partners

“Partner Site”

means a website operated by one of our Partners

“Participant”

means a person who is not a member of the Committee and is directed to a survey, research program, or any part of one of our Partners’ services

“Personal data”

means any information relating to a person of an identifiable or identifiable nature

(“data subject”)

is an identifiable natural person who can be identified or

traced, directly or indirectly, in particular by reference to an identifier either alone or when Combine it with other personally identifiable information. Personal data can include information such as name, Social Security number, date and place of birth, mother's name, biometric records, photographs, audio or video recording, and other information that is associated or correlated with an individual, such as medical, educational, financial, and employment information. Note: Personal data may also be referred to as personally identifiable information or personally identifiable information.

“ Research Program” refers to a research opportunity other than a survey

“Restricted Content”

refers to confidential and/or proprietary information, materials and content that belongs to us and/or belongs to the team owner, survey owner, client and/or authorized person.

“Service”

means a service provided by us that allows you as a panel member or participant to participate in (a) the panel or survey, (b) other research programs or (c) any other services provided by us and used by you, such as the Market Research Tracking Service.

Responses

refer to all comments, feedback, suggestions, ideas, and any information you provide or collect when you participate in a

panel, respond to a survey or other research programs, or use the Service

“Survey Owner”

refers to the owner of the survey, who is usually a customer

“Poll site”

refers to the site at which you answer and complete the survey

“Surveys”

refers to market research surveys that we make available to you.

“Third Party Sites”

refers to sites maintained and/or operated by third parties

“User”

refers to you as an individual when you use the Service

“User Content”

refers to all content, materials, information and comments that you use, upload, post or submit or that we collect when you use the Service, including information received through an ad tracking service such as pattern of internet usage data.

“ You”, “yourself”, “yours” and “yours” refer to you as an individual

We, “we”, “our” and “(Tawasol)”

refer to the Feedback/Tawasol, registration number 516907

1- Applicability: The agreement of

these terms and conditions hereinafter referred to as the **“Terms”**

applies in addition to any agreement with the owner of the panel of which you are a member, as well as any specific terms, which may apply to a survey, other research program or other service. These Terms do not apply to the extent that they conflict with the terms of an agreement between you and the Panel Owner or with specific terms offered by the Panel Owner or client as a condition of your participation in the Survey or any other research programme, also provided that such other terms will not reduce our rights or increase our specific liability in these terms.

2- Introduction

The purpose of these Terms is to set the general terms and conditions for your use of the Services, including participation in surveys, commissions or any other research programmes.

We manage the relationship between the Survey Owner and the Panel Owner and act on behalf of the Panel Owner. We are also platform suppliers and provide opportunities for panelists to participate in surveys and other research programs and use other services.

In addition to the foregoing, we may also administer incentives. Details regarding the incentive schedule can be found in these Terms.

3- Eligibility for Committee Membership Committee

membership is generally open to individuals who meet the

requirements for membership, including, but not limited to, minimum age and geographic location requirements. Committee membership requirements may vary by specific team and are determined by the committee owner. By agreeing to become a Committee Member, you agree to receive invitations to participate in surveys, research programs or other services, both from the Committee Member to whom you have applied for Committee membership and from other Committee holders. You may opt out of membership at any time, please see Section 12 “Withdrawal Policy” below.

We only allow one panel member to have a unique email address within each panel.

4- Registering with the Committee

In order to become a member of the Committee, you must register on the Committee's website and provide certain information about yourself. The information you provide must be true, correct and complete. We reserve the right to limit or prohibit your access to the Service or participation in a survey or other research program if you have provided information, or we have reason to suspect that the information you have provided is not true, correct and complete.

Committee membership is personal and may only be used by the person who registers for membership with the Committee. You are responsible for maintaining any confidential user information and password, and you are

responsible for any authorized or unauthorized use of your membership account.

5. Terms of Participation in a Survey and Any Other Research Programs or Services

When you participate in a survey, other research program or other service and/or use our site, survey site or panel site, you are obligated to comply with these terms, as well as any other terms and conditions that apply to Participation, including any agreement between you and the Commission Owner or the terms that the Client or Partner applies.

By participating in a survey or other research program or service, you agree to provide true, correct and complete information about yourself. If you provide information, or we have reason to suspect that the information you have provided is not true, correct and complete, you may not be eligible to participate in a survey, other research program or service and therefore will not receive any rewards for your participation. Also, the Panel Owner may terminate your membership with the result that you will not be able to participate in any other survey or research programmes.

You are responsible for actions and communications made or transmitted from your account.

6. Use of the Services

Participation in a survey or other research service or use of another service is voluntary. The Services are for personal and non-commercial use and we reserve the right to change, modify, limit or prohibit access to, or all or part of, the Services, without prior notice.

We may at any time refuse to provide services to anyone in our sole discretion.

You acknowledge that you are accessing, using and/or participating in the Services as an independent contractor, and no agency, partnership, joint venture, or employer-franchisee relationship is created by these Terms.

7- UNAUTHORIZED USE

You agree not to:

a)- disable, interfere with the security or misuse of the Service, our Site, Survey Site, Commission Site, Partner Site, or any services, system resources, accounts, servers, or networks connected to or accessible through a survey, site, participating sites, or linked to it;

b) use spiders, bots, or other automated data mining techniques to index, download, store, reproduce or distribute data or content available in connection with the Service, or in other ways that tamper with survey results;

c) take any action to interfere with our Site, Survey Site, Commission Site, Partner Site or an individual's use of these Sites, including, without limitation, overloading or “crashing” the Website;

d) Send or transmit any viruses, corrupted data, destructive code, files or other harmful information, including, without limitation, spyware, malware and trojans:

t)-collect any information of other users of the Service:

g) Send unsolicited email messages, such as promotional advertisements and advertisements for products or services

Q)- Opening, using or maintaining more than one (1) membership account with the Committee

u)- Use or attempt to use another user's account without permission, or create an account with a false identity

r) - Attempt to gain unauthorized access to our site, survey, survey site, panel site, partner site or parts of a survey, our site, survey site, panel site, or partner site that is restricted to public access

z)- Falsification or concealment of your true identity

i- frame and display part(s) of our Site, Survey Site, Commission Site or Partner Site on a website or other media or change the appearance of any Survey Site, Commission Site or Partner Site;

g) create links from a website to our site, survey site, commission site, partner site or services, without our prior written consent

p) Post or transmit any threatening, obscene, defamatory, obscene, pornographic, obscene, scandalous or inflammatory material or content

g) use any error or abusive or obscene language on our site, in the survey or on its site, or the committee or partner site

f) engage in any fraudulent activity, including but not limited to speeding up surveys, taking the same survey more than once, providing false information during the registration process, or sending false or incorrect survey data, or Redeeming or attempting to redeem Rewards by mistake or fraud means tampering with surveys and, in connection with the use of the Ad Tracking Service, access

Websites or online campaigns with the sole aim of giving

A false impression of your online behavior

q) perform technical malfunction of any aspect of the Service or take any actions that may disclose or disclose source code, or bypass or circumvent measures or controls used to prohibit, prevent or restrict access to any web page, content or code, except as expressly permitted by applicable law

s)- Engage in any criminal or unlawful act or acts that may be linked to our site, survey, survey site, commission site or partner site

k)-use the Restricted Content in violation or breach of these Terms; or

l) Encouraging and/or advising any individual, including, but not limited to, panel members, participants or any of our employees to commit an act in conflict with the Terms.

8 Restricted Content

Unless otherwise noted, all materials including, but not limited to, all concepts, text, designs, graphics, graphics, images, videos, music, sounds, and all trademarks, service

marks and trade names used in a survey or other research program or subject to other services and/or on our site, survey site, commission site or partner site and selection and arrangements thereof, of intellectual property rights, including but not limited to copyrights, trademarks, patents or the right to apply for their registration in any place in the world, or held or licensed by us, survey owner, panel owner, partner or other third parties who are the owner or control of such Restricted Content

When you use a Service or participate in a survey, other research program, or other Service, you may be exposed to restricted content. No rights are granted to you in the Restricted Content and all intellectual property rights are expressly reserved. No license to use, disclose, download, copy, distribute or reproduce (including without limitation posting on any website, social media or blog). The Restricted Content or the subject matter of Restricted Content is not granted to you. Please be aware that legal action may be taken if any unauthorized use of Prohibited Content is traced back to you. You are aware of this and acknowledge that we will fully cooperate with all third party requests for disclosure (including but not limited to disclosure of your identity) relating to claims that you have used Restricted Content in violation of these Terms that we consider legitimate.

You may only participate in a survey, other research program or service and/or use our Site, Survey Site, Panel Site or Partner Site in a manner that does not infringe our rights or the intellectual property rights of others.

9- User Content

You are responsible for all User Content. You are also responsible for obtaining third party endorsements, approvals and/or authorizations for your use of your User Content as necessary. Including photographs, audio or video recordings that may be considered personal data. Your User Content may become publicly available and shared with third parties including but not limited to: our clients, our clients, survey owners, panel owners, partners and third party service providers. You must ensure that User Content does not contain content or material that is copyrighted or trademarked by any third party, including audio, video, or images similar to anyone other than yourself, unless you have obtained the consents and consents and/or Non-Required Licenses for Your Use of Our User Content. You will not receive any compensation for our partners, partners or customers' use of any User Content.

By using, uploading, posting, transmitting or permitting us to collect (such permission is granted based on your acceptance of these Terms and use of the relevant Service) in connection with the Services, you hereby grant us a perpetual, irrevocable, unlimited, non-transferable license to Subcontract worldwide without the title, right and license to modify, copy, transmit, publish, display, create derivative works, reproduce, modify, distribute or use your User Content in our sole discretion. You will not receive any compensation for your User Content or our use of it, unless expressly agreed to.

You are solely responsible for ensuring that your User Content, and our use of it in accordance with these Terms, will not infringe any intellectual property rights of third parties. We do not and cannot review all User Content and have no liability whatsoever with respect to Your User Content. We have the right, but not the obligation, to delete, remove and edit your User Content, which we determine in our sole discretion: (a) is a violation of these Terms; (b) infringes intellectual property rights; or (c) be abusive, defamatory, obscene or otherwise objectionable.

10. POLICY RELATING TO POINTS REWARD PROGRAMS

If you respond to a survey and it has been successfully completed, or participate in another research program or service, you may earn points which can be redeemed for various rewards or cash in our incentive program. You do not have to buy anything to receive points. The points you have earned are personal and cannot be transferred to anyone else. Your points will be valid and redeemable for twenty-four (24) months after your account becomes inactive. Any points or incentives not redeemed by you can be forfeited.

At the beginning of the survey, in another research program or service, you will receive information about how many points you may earn. We do not accept to be liable in any way for the consequences or tax charges that may occur as a result of points or rewards issued or redeemed. If you violate the terms, you may lose all points or rewards you have earned. We do not accept any liability to you in connection with the points you have earned.

11- PROFILE UPDATE

Team members agree to keep their updated profiles. Any Committee member may update, correct, and/or delete the information in their personal files by: (a) accessing their Committee membership account; or (b) send an email to the appropriate committee member services team for the relevant committee.

12. Withdrawal Policy

Team members may opt out of using any or all of the Services (including, without limitation, receiving survey invitations, newsletters or communications) at any time by: (a) following the opt-out procedures described on the Site The Commission or related websites or contained in an e-mail message received from the country of residence; or (b) send an email to our committee member services team. [here.](#)

We will use reasonable efforts, as required by law or regulation, to respond to each email request within a reasonable time after receipt. Upon termination of services, the contact information of a panel member will be removed from all contact or contact lists relating to the terminated service(s). Please note that it may take a few days to complete the removal process, and during this time, you may receive messages from the country of residence that were generated or aggregated prior to opting out.

13- Links

In connection with your use of the Service, you may be able to link to or connect to a third party website. Please note

that we do not endorse any website, products, services and/or opportunities that are advertised, offered or accessed through or in connection with this third party website. Please review carefully all policies and terms applicable to third party websites.

14. Communication with us

All communications (except for Personal Data) and User Content submitted or transmitted by you to us, by email or otherwise, or collected by us, will be treated as non-confidential and non-proprietary information to you, unless you specifically state Otherwise either before or concurrently with sending or authorizing us, to collect such communications and User Content. You agree that we may use any such communications and User Content at our sole discretion.

15- Privacy

When you apply for membership of the Committee, using a service or contacting us or the owner of the Committee, personal data relating to you may be processed. For information about Tawasol's privacy [practices](#) and the processing of your personal data, please review the Research Participant's Privacy Statement

16- Waiver

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE SURVEY AND OTHER RESEARCH PROGRAM, USE OF THE SERVICE AND BROWSING OUR WEBSITE, SURVEY SITE, COMMISSION WEBSITE, OR PARTNER SITE ARE SOLELY AT YOUR OWN RISK. To the fullest extent permitted by law, we,

our customers, survey owners, panel owners, partners or other parties, our directors, officers, employees, representatives, agents, content providers, and licensors, do not warrant that any express, implied, or statutory warranties are made, including of merchantability or fitness for a particular purpose. or participate in a survey or use the Service, our site, survey site, commission site, or partner site. It shall be uninterrupted or error-free.

17.

LIMITATION OF LIABILITY To the extent permitted by applicable law, we and our stakeholders, office holders, partners, third parties, directors, officers, shareholders, employees, representatives, contractors, associates or participants shall in no way be liable to you. including but not limited to any matter relating to these Terms, the Service, our Site, a Site, the Site, the Partner Site or any Submission you make, or for any direct, indirect, proprietary, punitive, incidental, reliable or habitual information or consequential damages, loss of profit, loss of anticipated savings, or other indirect damages, whether or not we have notified the disclosure of the damages or the possibility of such damages.

The limitations of liability and disclaimers in these Terms shall apply regardless of the form of action, whether in contract, warranty, misdemeanor, quasi-bet, strict liability, negligence or other tort, and shall overcome the breach, essential breaches, or failure of the essential purpose of Contract or failure of exclusive treatment.

18. Indemnification

You agree to fully and effectively indemnify, defend and hold us, survey owners, panel owners, partners, and other related third parties, including directors, officers, shareholders, employees, representatives, contractors, affiliates, successors or assignee, harmless against all damages, expenses, liabilities and losses of any kind; including legal fees arising either directly or indirectly from any breach by you of the Terms.

19- Changes

We reserve the right at our sole discretion to make changes to these Terms. We encourage you to review these Terms frequently. We will obtain your consent before making changes of this nature that may require consent. For changes that do not require consent, your continued use of, access to and/or participation in the Services will constitute your acceptance of these Terms as amended.

20. Compliance with Applicable Law

You acknowledge and agree that you must at all times comply with applicable law when responding to a survey, participating in another research program or using the Service.

21- Suspension, Termination and Deactivation

In addition to all other available remedies, we may, without notice, suspend and/or terminate your use of and access to the Service, or your membership with a panel, if you are in breach of these Terms or if you are using the Service in an illegal manner or otherwise operate, in our sole discretion, is

not acceptable to us, the survey owner, panel owner or partner. If we terminate your right to use the Service and/or terminate membership of the Committee: (a) you forfeit all rights, title, interest and/or all unaccounted rewards, incentives and/or prizes in effect upon termination; (b) your membership will be canceled immediately; (c) your access to and use of the Service will cease immediately; (d) You will not be permitted to participate in any future surveys provided through the Service.

Furthermore, we reserve the right to deactivate your account membership in the Committee: (a) if you are no longer an active member; (b) if we receive a critical bounce or delivery failure notice in our email communication using your email account; or (c) if we receive a notification of a “complete mailbox reply” three (3) times in our email communication to your email account.

In the event of such deactivation, termination by you, or account termination by us, you will forfeit any incentives you have earned.

22. Severability and Duty

If, for any reason, any term or provision of these Terms is deemed void or unenforceable, that provision or provision shall be deemed severable from the remainder of these Terms, and the remainder of these Terms shall be construed without reference to the unenforceable term.

You may not assign or relinquish these Terms without our prior written consent, which may be withheld in our sole

discretion. You agree that we may assign these Terms at any time to any person.

23. GOVERNING LAW, JURISDICTION AND VENUE

OF ACTION Any dispute arising out of or in connection with these Terms, including any questions regarding their existence, validity or termination, shall be submitted to the courts of Dubai (the Emirate of Dubai) and governed and construed in accordance with the laws of Dubai, without Breach of any option of law (whether in Dubai or any other jurisdiction) which may provide for the application of the laws of different jurisdiction