



Summary

Please read the Community Terms of Membership carefully before joining, but please note the highlights below:

- You agree to keep your user name and password information confidential.
- You understand that you are responsible for the content and any picture posted as part of your profile information.
- Certain categories of information such as your user name and profile photo are available to other users, Ipsos and the company sponsoring the project, and therefore will not be kept confidential.
- You agree not to post any content that is illegal, threatening, obscene, or invasive of another's privacy or otherwise inappropriate.
- You agree to respect others' opinions that may be posted during Community discussions, and will not hold Ipsos responsible for other Community members' comments that you may find offensive.
- You acknowledge that Ipsos shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is posted via the Community.
- You agree to keep all information related to our surveys, new product ideas and product-related information confidential.
- You agree not to copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Community.
- You understand that any material downloaded (such as video) is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material.
- You understand that cookies, Java Script/Java must be enabled on your computer in order to access and participate in this Community.



Community

Terms and Conditions of Membership

The Vocalpoint Voice Community is operated by Ipsos-Insight, commonly known as “Ipsos”. Ipsos is Illinois limited liability company established in the United States of America with offices located at 222 South Riverside Plaza, Chicago, IL 60606, and part of the Ipsos worldwide group of research companies. By applying to join the Community, and in using the Community website you agree to be bound by the following terms and conditions of membership.

Please ensure you read and understand these Terms and Conditions before applying to join the Community, and that you understand and agree to these Terms and Conditions by continuing with your request to join and ongoing membership in the Community (the “Member” or “You”). Use of the Community Site indicates you accept these terms. If you do not accept these terms, do not use the Community website. Ipsos reserves the right to modify the Terms and Conditions at any time and may update them without notice to you. Terms and Conditions are considered effective upon posting of the modified guidelines on the Community website.

Contents:

- 1). [About the Community](#)
- 2). [Community Membership](#)
- 3). [Registration](#)
- 4). [Use of your personal data](#)
- 5). [Email Policy](#)
- 6). [Leaving the Community and cancellation of membership](#)
- 7). [Acceptable content and behaviour](#)
- 8). [Community content generated, submitted or made available by or to members:](#)
- 9). [Sharing Content and Information made available on the Community](#)
- 10). [Retention of Personal Data or Information you have provided](#)
- 11). [Participation by children:](#)
- 12). [Links to other websites:](#)
- 13). [Use of cookies other technologies on your computer](#)
- 14). [No Resale of Service](#)
- 15). [Ipsos and sponsoring company Proprietary rights and Copyright:](#)
- 16). [Limitation of liability.](#)
- 17). [Indemnity](#)
- 18). [Disclaimer of Warranties](#)
- 19). [Disputes](#)
- 20). [Changes to these Terms and Conditions.](#)
- 21). [Jurisdiction](#)



22). [Termination](#)

23). [Miscellaneous](#)

1) About the Community:

Ipsos has established this online “Community” in order to provide a dynamic, interactive space where members can answer questions and take part in discussion threads and, for some studies, other activities for research being carried out for a specific study. This Community will only be open for membership and available for the period of that study.

2) Community Membership:

Membership to the Community is open to all legal residents of the United States of America and a minimum of 18 years old or over, who is not already a member of the Community and who does not live in a household where another member of the household is already a member of the Community can apply to join. Nevertheless, we reserve the sole right to deny membership, without any requirement to justify such a rejection. In case the registration process is not successfully completed, your personal data will not be retained by us.

Membership of the panel is not open to Ipsos Group employees, members of their immediate family or employees of Ipsos clients and business partners.

3) Registration:

To apply to join the Community, you simply need to complete the online registration form, indicate your acceptance of our use of cookies and these Terms and Conditions, and then click the OK button. In consideration of your application and use of the Community, you agree that all information you provide in your application and profile is true, accurate, correct and complete. You also agree to keep your personal data up to date and accurate.

On joining, you will be asked to choose a user name that will be displayed whenever you participate in the Community. You may also upload a photograph should you wish to do so.

We may refuse to grant you, and you may not use, a screen name or email address that is already being used by someone else, that impersonates another person, that belongs to another person, that violates the intellectual property or other rights of any person, that is vulgar or otherwise offensive, or that we reject for any other reason, at our sole discretion.

4) Use of your personal data:

The information you provide to us, including all personal data, will be treated in the strictest confidence and in accordance with all applicable laws, rules and regulations, including those relating to privacy and personal data.

As part of this undertaking, we promise that:

- We will not try to sell you anything or pass your personal data to any third parties for marketing or sales purposes.



- Your individual responses to the Communities will remain confidential, and will only be used grouped with other confidential responses, unless you explicitly consent to your responses to a specific Community, together with your personal data being passed to a client.
- Refusal to answer a particular question will have no consequences with regard to your membership.
- At any time, you are entitled to request correction or deletion of the personal data you have provided.
- At any time, you have the right to request a copy of your personal data that we hold.

We will use your personal data for the purpose of granting you access to the Community, to send you invitations to take part in online surveys and to contribute to other online activities with the Community such as blogs, discussions and uploading your ideas, pictures or other content. Your personal data will also be used to send you other information about the Community and to send you any prizes, as applicable, should you win one of the prize draws or other competitions we run for members of the Community.

As this Community is being used for research purposes, in addition to your name and contact details, we may also ask you to provide other information about yourself and your household in order to understand the profile of our membership for research analysis purposes. This information is necessary so we can group and analyze survey results by social and economic group for example. Providing us with this personal data is a condition for participation in the Community as it would otherwise not be possible for us to determine whether your participation in any Community would meet such applicable criteria. You hereby consent for Ipsos to register your personal data in the Community database. We may also ask for certain information concerning other members in your household. You are responsible for obtaining consent, with regard to the information you provide for any household members.

In some instances, concerning our research, we may ask you to provide certain sensitive personal data, for example revealing your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership or data concerning health or sex life. You do not have to and are never required to answer these questions. Responses to these questions will remain confidential unless you explicitly and freely consent to your responses to these questions, together with your personal data, being passed to research clients for further in-depth research analysis.

Except for contact details of a parent or guardian, we will not collect any personal data from anyone under 18 years old without their parent or legal guardian's consent.

The personal data you provide about yourself or other members in your household, when taking part in a Community, is transformed into anonymous data, which is used by Ipsos and its clients, except where you have provided explicit consent for us to use your personal data otherwise.

For full details of how we use your personal data, please see our privacy policy that can be found [here](#).

5) Email Policy.

As you have voluntarily registered to be a member of the Community, and confirmed your e-mail address, phone number and postal address upon joining, you should not mark emails or other communication received from Ipsos, or the Community as spam or unsolicited communication, and you might be responsible for any resulting damage to Ipsos.



Due to your mail-box security settings, the survey invitations you receive from us might be directed to your bulk / junk mail or similar folder. To avoid this, please add ipsoshelp@vocalpointvoice.com address to your address book.

6) Leaving the Community and cancellation of membership:

Your membership in the Community will end when the Community is closed at the end of the research study. You have the right to withdraw from the Community at any time before then, and can do so by sending an email to ipsoshelp@vocalpointvoice.com.

Ipsos also reserves the right to withdraw membership of any member's breaching these Terms and Conditions, or other rules of the Community.

7) Acceptable content and behaviour.

Ipsos want all members to be able to participate in the Community safely and with respect for their views and opinions. By joining the Community, you understand that all opinions, information, data, text, messages, pictures or any other materials posted, are the sole responsibility of the person generating or posting the content.

Ipsos is dedicated to ensuring as far as possible that members can participate safely and respectfully, keeping in mind the views and opinions of other members. While participating in the Community, you understand that any messages, opinions, information, pictures or any other materials posted by members are the sole responsibility of the person who posted the material. You agree that you will not use your membership or allow anyone else to use your membership to post, email, transmit, upload or otherwise make available any material:

- Content that is illegal. This includes content or any messages that solicit, promote or discuss illegal activities or encourages others to commit them, including use of an illegal substance;
- Content that is abusive, vulgar, obscene, hateful, fraudulent, or that discloses private or personal matters concerning any person. This includes language, information, or images. Masked vulgarity, obscenity or profanity (e.g. "f*ck") is deemed to be equivalent to including the actual objectionable word, phrase or symbol in your post, message or otherwise in the Community;
- "Rants," "slams," "trolls" or threats of any nature against Ipsos or another company or competitor;
- Political or religious statements, commentary or Content (unless within the scope of the topic area of the Community as determined by Ipsos at its sole discretion);
- Off-topic comments not related to the Community or the Ipsos platform;
- Any material that you don't have the right to transmit under law (such as copyright, patent, trademark, trade secret, securities or other proprietary rights of any party) or under contractual or fiduciary relationships (such as nondisclosure agreements);
- Is threatening, harassing, libellous, abusive or defamatory either between members or directed towards the Community Manager, an Ipsos moderator, other employee or someone else;
- Sexually oriented content (unless within the scope of the topic area of a message board as determined by Ipsos at its sole discretion);
- Is aimed at advertising or marketing any goods or services, promotional materials, or other forms of solicitation including chain letters, pyramid schemes, class action suits, charitable appeals, "junk mail", or "spam". This includes advertising links in signatures;



- Any posting or upload, or link that contains viruses, corrupted files, "Trojan Horses," or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Duplicate posts, spam messages, or posts repeated excessively on one or more Communities;
- Hyperlinks that lead to sites that violate any of the Community Terms and Conditions;
- Contains your personal contact details or the personal details of other people without their consent, including, but not limited to Ipsos employee's email addresses;
- Messages designed to evade profanity or other filters; and
- Any message that impersonates another person or affiliation with an entity, including but not limited to Ipsos.

You also agree NOT to use the Community to:

- Impersonate any person or entity, including, but not limited to, the community Manager, an Ipsos official, Ipsos moderator, leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Community are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- "Stalk" or otherwise harass another;
- Harm minors in any way;
- Collect or store personal data about other users.
- Intentionally violate any other applicable law, regulation, contractual or fiduciary relationships (such as by posting inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) while accessing and using our site;
- Interfere in any way with the operation of the Community or with fellow member's Content or access to the Community, including but not limited to mail or "post" bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, or attempts to avoid messaging blocking;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Community;
- Interfere with or disrupt the Community or servers or networks connected to the Community, or disobey any requirements, procedures, policies or regulations of networks connected to the Community; or
- Evade bans or suspensions or otherwise disregard directions from Panel moderators or administrators.

You acknowledge that Ipsos does not pre-screen Content before it's posted to the Community, but that Ipsos and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is posted via the Community.

You understand that the technical processing and transmission of the Community, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.



Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

It is important to note that Ipsos does not pre-screen Content before it's posted to the Community. However, Ipsos reserves the right at its sole discretion, without prior notice, to refuse or remove any Content that is posted via the Community or ban your account for violating the above reasonable provisions.

8) Community content generated, submitted or made available by or to members:

Content found in the Community site comes from a variety of sources, including other Community members. Ipsos makes no claims or representations as to the accuracy, completeness, or truth of any material submitted or found in the Community. Remember that you are responsible for your own decisions to act upon the information provided by community members.

By uploading, publishing, creating or submitting any content to or through the Community, you grant Ipsos full rights to use and distribute that content. In legal terms this means any content you post to publicly accessible areas of the Community will be considered a "work-made-for-hire" under copyright law for the benefit of Ipsos and/or the sponsoring company. If for any reason such Content is deemed not to be a work-made-for-hire, you hereby assign to Ipsos and/or the sponsoring company all right and title in and to such Content (including all intellectual property rights), including any renewals. This means that Ipsos and/or the sponsoring company will own all rights in and to the Content you post, and no compensation will be due to you for any reason.

You acknowledge and agree that Ipsos may also disclose Content if required to do so by law or in the good faith belief that disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third-parties or breaches applicable law; or (d) protect the rights, property, or personal safety of Ipsos, its Clients, Community users and the public.

Please note that "Publicly accessible" areas of the Community are those areas of the Community that are intended by Ipsos to be available to other Community members, Ipsos employees and Ipsos clients.

9) Sharing Content and Information made available on the Community

Certain information you provide in your public Profile, such as your user name and any profile photo you choose to upload are considered publicly available to everyone including other Community members, and therefore will not be kept confidential.

Even after you remove information from your profile or delete your account, copies of that information and all posts and content added to the Community will remain viewable by Ipsos and where applicable the sponsoring client.

Unauthorized Use: If your user identification or password(s) is compromised, or if you become aware of any unauthorized use of your account or other breach of security, you are responsible for promptly notifying us. You can notify us by sending an email to ipsoshelp@vocalpointvoice.com



In certain very specific cases, such as after you agree to take part in a product test or when you place an order to redeem prizes or awards, if applicable, in order to process the delivery of such item, Ipsos will forward your personal data or survey answers to another market research institute or supplier, as applicable, and may forward your personal Community to an end client.

Further, in certain cases, and with your explicit consent, Ipsos may forward your personal Community and individual survey answers to another market research institute which is Ipsos' business partner, for the following scope: sending you survey invitation by e-mail or by phone with links leading to surveys or using your personal information for prize/gift delivery or prize draws (if the case) related to participation to these market research institutes' surveys. Nevertheless, such third party will be required to observe the condition that such personal data can be used only for the specific statistical, research and/or prize/gift delivery/prize draw organisation purposes as instructed by Ipsos, and are bound not to forward or further disclose any such personal data.

With your explicit consent, we may pass your individual responses together with your personal data to the client who commissioned the survey. The client will use this information only for the purposes as explained when asking for your explicit consent.

We may also send your individual responses together with your personal data to our sub-contractors who may carry out some of the work we do on our behalf and under our control and responsibility. Some of these sub-contractors may be located in countries outside of North America; however, where this is the case, they are required to abide by the same privacy requirements and security arrangements as Ipsos.

10) Retention of Personal Data or Information you have provided

Apart from your contact information, Ipsos will also gather as part of the answers you give to Ipsos upon registration and in any Community, other personal data such as number of household members, number of cars in the household, etc.

You hereby agree to Ipsos storing and using this data for statistical analyses and future selection for Communities.

The answers provided by you will be pseudonymised by Ipsos for security reasons and will only be shared with our clients in an anonymised form, unless you have given you explicit consent.

11) Participation by children:

Participation in this Community is only open to individuals 18 years old or over. For Communities aimed at children, we will always require prior consent from the Community member that is either the parent or legal guardian, who are legally responsible for the child, before inviting them to join Community or take part in our research.

12) Links to other websites:

The Community may contain links to other web sites or online resources. Because Ipsos has no control over such sites and resources, you acknowledge and agree that Ipsos is not responsible for the availability of such external sites or resources. Ipsos does not



endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that Ipsos shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

13) Use of Cookies or other technology requirements

Cookies or similar technologies are used by our Community website and our partners to analyze trends, administering the site, tracking users' movements around the site and gathering demographic information about our user base as a whole. (A cookie is a small file of letters and numbers that is stored in a web browser when a user visits our site.)

We use the following categories of cookies:

- **Strictly necessary:** These cookies are required for the proper operation of our Community website. They include cookies that track a user session or accessing secure areas of our Community website.
- **Performance:** The information these cookies collect is anonymous and is used to compile aggregate data including information about the pages users visit. Thus, helping us to improve how our Community website works ensuring users can easily navigate, engage, and find information.
- **Functionality:** These cookies are used to remember users' preferences such as username, language or region when they return to our Community website.
- **Tracking and Targeting:** These cookies record users' visit to our Community website, a particular web page they visited, or activities they participated. We will use this information to ensure we provide more relevant experience to our target visitors, and/or later aggregate the information to analyze website traffic and trends.

Cookies set by third-party and external sites

Our site may contain embedded images, videos, and links to external and third-party websites. As a result, when you click on such an object, you may be presented with cookies from the owner of that respective website where the content is hosted. Our site does not control the dissemination of such cookies. Contact the relevant third-party website for their privacy policy and cookie information. Note that disabling or removing cookies may have an adverse impact on the proper functioning of the site, and certain features may become disabled or unavailable.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, referring/exit pages, browser type and operating system, date/time stamp, and/or clickstream data. We do not link this automatically-collected data to other information we collect about users. For more information about cookies used by our Community website, visit [the Community website cookies datasheet](#).



14) No Resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Community (including your Community username), Content within the Community, use of the Community, or access to the Community.

15) Ipsos and sponsoring company Proprietary rights and Copyright:

You acknowledge and agree that the Community and any necessary software used in connection with the Community contain proprietary and confidential information that is protected by applicable intellectual property rights and other laws.

You also understand and agree that content contained in information presented to you through the Community may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. All product names, whether or not appearing in large print or with the trade mark symbol, are trademarks of Ipsos, its affiliates, related companies or its clients, licensors or joint venture partners, unless otherwise noted.

The use or misuse of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trade mark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Except as expressly authorized by Ipsos, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Community or the Software, in whole or in part.

You acknowledge and agree that as a Community member, you may be provided with, or asked to review new concepts, products and packaging that are still in the early stages of development. You may come in contact with, be allowed to see or use or otherwise have access to certain non-public, confidential, proprietary, or trade secret information or material that are the sole and exclusive property of Ipsos or Ipsos' clients, including, without limitation, information with respect to the client products (collectively, "Confidential Information"). You shall not copy, print, store, forward or disclose to anyone by any means, the Confidential Information you will have access to, and shall not use the Confidential Information for any other purpose than the purpose it was disclosed to you.

If you believe that your work has been copied or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information:

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you 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 above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Any Notice of claims of copyright or other intellectual property infringement must be sent to us at the following address: The Vocalpoint Voice Community, Ipsos-Insight, LLC, 222 South Riverside Plaza, Chicago, IL 60606, Attn: Copyright Agent.

Please note that this procedure is exclusively for notifying us that you believe your copyrighted material has been infringed.

Ipsos shall own and retain exclusive ownership of its trademarks, logos, copyrights, any content of its website and other intellectual property rights ("Ipsos IP"). You may not use or reproduce any of the Ipsos IP without Ipsos' prior written consent. Nothing in these Terms and Conditions shall be construed as granting you any license, right, title or interest in any Ipsos IP, or any patent, trademark, copyright, know-how, or similar right now or hereafter owned or controlled by Ipsos.

16) Limitation of liability.

This research Community is provided on an "as is" and "as available" basis. Ipsos reserves the right to modify, restrict or withdraw this Community at any time.

You agree that access to, use of, and participation in the Community and the Content available through the Community is at your own risk, you may be exposed to Content that is opinionated, offensive, indecent or objectionable. Under no circumstances will Ipsos be liable in any way for any Content, including, but not limited to, for any 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 Community, and to the fullest extent permitted by law, Ipsos accepts no liability for any direct, indirect or consequential loss or damage you may incur in connection with the use of, your involvement with, or inability to use the Community or any sites linked to the Community, including without limitation any liability for loss of income, data or damage of any kind.

Any material downloaded or otherwise obtained through your use of the Community is done at your own risk, and you will be solely responsible for any damage to your computer system or loss data that results from the download or use of any such material.

No advice or information obtained from, or via the Community shall create any warranty not expressly stated in these Terms and Conditions.

17) Indemnities:

You agree to indemnify and hold Ipsos, and its subsidiaries, affiliates, officers, agents, co-branders, clients or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Community, your use of the Community, your connection to the Community, your violation of the Terms and Conditions, or your violation of any rights of a third party.



18) Disclaimer of Warranties:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IPSOS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

IPSOS MAKES NO WARRANTY THAT (i) THE COMMUNITY WILL MEET YOUR REQUIREMENTS, (ii) THE COMMUNITY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COMMUNITY WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE COMMUNITY WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE COMMUNITY IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMMUNITY OR THROUGH THE COMMUNITY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

A SMALL PERCENTAGE OF COMMUNITY USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE COMMUNITY. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE COMMUNITY AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE COMMUNITY -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

19) Disputes

Except where prohibited, you agree that (1) any and all disputes, claims or causes of action arising out or connected with the Community shall be resolved individually, without resort to any form of class action, and exclusively by arbitration or alternate dispute resolution, as selected by Ipsos, and shall take place in Chicago (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred in participation but in no event attorney's fees; and (3) under no circumstances will a member be entitled to obtain awards for and members hereby waive all rights to claim punitive, incidental, special and consequential damages and any other damages, other than for actual out-of-pocket costs, and any and all rights to have damages multiplied or otherwise increased.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions and the decisions of Ipsos or the Community Managers in connection with the Community, shall be governed



by and construed in accordance with the laws of the United States of America without regard for conflict of laws doctrine. Should any term or provision of this paragraph or any other rule herein be concluded to be void, unenforceable or contrary to applicable law as provided herein, such term or provision shall, but only to the extent necessary to bring the rule within the requirements of such law, be deemed to be severed from the other Terms and Conditions; and the remainder of these Terms and Conditions shall be given effect as if it had not included the severed item.

20) Changes to these Terms and Conditions.

These Term and Conditions of membership were last reviewed on June 8, 2018.

Ipsos reserves the right to change these Terms and Conditions of Membership at any time. We will inform you of any updates via the Community website. We may also inform you of the changes via email.

21) Jurisdiction

These Terms and Conditions of Membership will be governed by the laws of The United States of America Law and the non-exclusive jurisdiction of the United States of America Courts.

22) Termination

Ipsos reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate (i) these Terms and Conditions; and/or (ii) your registration(s) with or ability to access the Community upon any breach by you of these Terms and Conditions or otherwise. Notwithstanding any termination or expiration of these Terms and Conditions, whether by Ipsos or by you, the terms of Sections 3, 4, 5, 6, 7, 10, 11, 12, 14 and 16 shall survive.

23) Miscellaneous

These Terms and Conditions and any other terms or documents referred to herein represent your entire agreement with Ipsos with respect to your use and membership of the Community or any part thereof. You understand and agree that, except as expressly set forth herein, these Terms and Conditions are not intended to confer and does not confer any rights or remedies upon any person other than the parties to these Terms and Conditions. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Ipsos' failure to pursue any available claim or defense pursuant to these Terms and Conditions or otherwise will not be a waiver of such claim or defense. The headings used in these Terms and Conditions are for convenience only, and will have no effect on the interpretation or legal enforceability of the terms herein.

These Terms and Conditions were last revised on June 8, 2018.