

# Terms of use and membership

Last updated 23th September 2022

Welcome to responesta.com (this "Site"). By using this Site, registering as a member of Responesta, participating in the Responesta points ("Points" or "Responesta Points") membership program ("Responesta Points Program" or "Points Program") or participating in any survey or study provided or hosted by Responesta (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 Responesta collects uses and stores your personal information and a copy can be found [here](#).

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

Responesta 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. If we make material changes to these Terms and/or our Privacy Policy, we will notify you here, by email, or by means of a notice on our home page prior to the change becoming effective. 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, Responesta grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this Site.

## **Eligibility**

Membership in any Responesta 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 Responesta Points or other Responesta 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 Responesta panel, in order for an account to be established in your name and any Points properly credited to your account, you must complete the provided online registration form. To open a member account, you must provide Responesta with complete and valid contact 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. Responesta 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 username and password and any activity that occurs under your membership account, whether authorised or unauthorised. Responesta will not be responsible for any losses incurred through the use of your password by a third party, except when unauthorised use is directly attributable to the gross negligence or fraud of Responesta. You agree to immediately notify Responesta of any unauthorised use or breach of your member account.

Should you forget your password, you may request an e-mail to reset your password by using your registered email address 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 account.

By joining as a member of Responesta's panels, you agree to receive invitations to participate in Surveys via e-mail. Responesta 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 penalise you for refusing to accept any such invitations.

### **Relationship**

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 Responesta panel nor your completion of any Surveys for Responesta 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.

### **Member Code of Conduct:**

Responesta 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 Responesta 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 or political, religious or ideological beliefs.
  - Personal attacks or anything (including "jokes" that may be misconstrued) obscene, vulgar, illegal, harmful, insulting, threatening, abusive, harassing, defamatory, libellous, untrue, misleading or invasive of someone else's privacy.
  - 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

materials, 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 right 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 statement that expresses or implies that any actions you take are endorsed by Responesta 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. Responesta reserves the right to withhold awarding Points to you if, in Responesta's reasonable view, your Survey responses are untruthful or not well considered.
- 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 local, or international law, regulation, or other governmental requirement and/or regulation, treaty or tariff.
- Do not resell, barter, trade or otherwise attempt to generate income by providing access to your Responesta Points to others.
- Do not impersonate any individual or entity, including, without limitation, a Responesta employee, agent or client, or other Responesta 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 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 authorised 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 Responesta help desk.
- Do not communicate with the Responesta help desk in a manner which is obscene, vulgar, harmful, insulting, threatening, abusive, harassing, defamatory, libellous, untrue or misleading.
- Do not, under any circumstances, contact Responesta'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 licence 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 posting 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 breaches 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 to not contribute User Content that will infringe another organisation’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 [support@responesta.com](mailto:support@responesta.com) 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 allowable 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 purposes 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 Responesta in connection with such disclosure.

### **Confidentiality of Surveys**

Responesta'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 and 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 Responesta and/or our client for damages caused by the result of your breach.

### **Member Content and License**

You hereby give a non-exclusive, perpetual, unlimited, worldwide, royalty-free licence to Responesta 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 Responesta, 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 Survey in which you participate, including the obligation to obtain any necessary approvals and authorizations required to post such content.

### **Responesta Points**

What are Points?

Responesta values our members' opinions, and to show our appreciation, Responesta offers incentives in the form of credits called "Points," which are credited to your account maintained by Responesta. 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 surveys and other activities authorised by Responesta and only in accordance with the specific incentive offer disclosed for each activity.

Responesta 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:

- 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

The timing of credits for Points depends on the Survey. For most Surveys, credits are applied instantly; for others, the credits are applied after the Survey has closed.

Responesta will maintain a record of the Points credited to and debited from your account and allow you to check the status of your account online by logging in and checking the "Transactions" tab. Although Responesta 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 Responesta by email within (sixty) 60 days following our alleged 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 endeavour 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 choosing one of the rewards available. Points automatically convert to cash values whenever you request a payment or voucher.

## Vouchers

If you request a voucher, Responesta 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 Responesta 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. Responesta will not process any orders after expiry of this 3-month time limit.

## Cash Payment

PayPal requests for cash payment will be credited directly to the PayPal account indicated in your account within 3 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 void 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 forever unless your account becomes inactive, you cancel your membership, or it gets terminated due to fraud.

To be an active member means that you have joined Responesta and participated in a Survey or other activity on this Site within 12 months from your initial registration or within the preceding 12 months. Responesta will not provide you with any notice of the cancellation and forfeiture of any of your Points. Responesta reserves the right to amend these cancellation and forfeiture rules in its sole discretion.

## Misconduct, Fraud and Correcting Account Errors

Responesta retains the right to monitor all member activity within Responesta Points. If you have violated our Code of Conduct above, or 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, Responesta reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, if allowed by law, you may be liable for monetary losses to Responesta, including litigation costs and damages, and you will not be allowed to participate in Responesta Points in the future. If your account does not accurately reflect your Point balance, Responesta 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 Responesta 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 Responesta Points Program.

#### 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 Responesta 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 endeavour to notify you; however, Responesta 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.

#### **Responesta 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 Responesta or its licensors.

The Responesta and "hobinhoodsurveys.com " are trademarks or registered trademarks of Responesta or its affiliates. All other trademarks, service marks, logos and trade names used on this Site are the property of Responesta or their respective owners or are owned by third parties but used by Responesta with the 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 title and/or rights remain with us. This Site is © RESPONESTA. All rights reserved.

#### **Disclaimer of Warranties**

By utilising the Responesta Points Program, you acknowledge and agree that Responesta 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 account 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 procedures described in these terms of use, which we may amend from time to time. Responesta 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 Responesta 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 Responesta Points Program are provided by Responesta or its corporate parents or affiliates, successors or assigns, suppliers or agents, "AS IS" and "AS AVAILABLE." Responesta is not responsible for typographical errors regardless of source. In addition, Responesta does not represent or warrant that the information accessible on this Site is accurate, complete, or current. You hereby release Responesta 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 RESPONESTA 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.

RESPONESTA 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. RESPONESTA 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 RESPONESTA 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 RESPONESTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH 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 RESPONESTA, 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-CANCELLED POINTS ARE CONVERTIBLE INTO.

### **Indemnification**

To the fullest extent allowed by law, you agree to indemnify and hold Responesta, 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 Responesta has the unlimited right to defend any Claim and to settle any Claim without your prior permission. You agree to provide Responesta with all reasonable assistance in the defence of any Claim.

### **Cancelling Your Account**

You may cancel your account at any time by contacting Responesta at [support@responesta.com](mailto:support@responesta.com) or by going to "My profile" underneath your profile picture and completing the process by selecting the option "Delete account". Your account will also be cancelled if you withdraw from the Responesta panel. Immediately upon deletion or your withdrawal from the Responesta panel, your account will be closed. You understand and agree that, as noted above, upon closing your account, your right to access the Responesta Points Program will cease and all Points credited to your account at such time, however and whenever accumulated, will be forfeited. Responesta may terminate your account at any time for any reason.

### **Tax Liability**

You may be required under local laws to pay taxes on prizes you receive. You acknowledge that we may supply information to 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 Responesta with any additional personal information that Responesta needs to comply with any reporting or withholding obligations. Your failure to provide such information within 30 days of a request sent by Responesta to the email address registered at that time may result in the forfeiture of Points or the prizes you may have won.

### **Links**

Responesta may provide links to third-party websites as a convenience to you, and Responesta's providing of any link does not constitute an endorsement by such site of Responesta or vice versa. You agree that Responesta is not responsible for examining or evaluating the content or accuracy of these sites and Responesta 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 Responesta 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 in our discretion, including notice of subpoenas or other legal processes (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 European Research Team Ltd. Obelya 2, Block 277, Entrance 1, Floor 8, office 46, Sofia 1326, Bulgaria

## **Entire Agreement; Miscellaneous.**

These Terms, including items incorporated into them (e.g., 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"), constitute 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 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 Responesta with respect to any matter. You hereby acknowledge and agree that in the event you believe you have any grounds, howsoever arising, to take action against Responesta, such action will be commenced by you alone and in your own name.

## **Notice of Copyright Infringement**

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

- An electronic or physical signature of the copyright owner or a person authorised 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 reasonably sufficient 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 use of the material in the manner complained of is not authorised 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 authorised to 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 Group Head of Legal in the following manner:

- by post: European Research Team Ltd. Obelya 2, Block 277, Entrance 1, Floor 8, office 46 Sofia 1326 Bulgaria. Group Head of Legal
- by email: [legal@responesta.com](mailto:legal@responesta.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 [support@responesta.com](mailto:support@responesta.com) or at European Research Team Ltd. Obelya 2, Block 277, Entrance 1, Floor 8, office 46 Sofia 1326 Bulgaria. In particular, you should not contact any of Responesta's clients or the sponsors of any survey's directly, under any circumstances.

### **Release of Liability:**

Responesta 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 or seeking said prize.

Winner also accepts sole responsibility for any miscellaneous costs relating to the acceptance of this prize. Except where prohibited, acceptance of prize constitutes 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 Responesta at the time of notification.

### **Conduct**

Responesta 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 Responesta website; b) violating the terms of service, conditions of use and/or general rules or guidelines of any Responesta property or service; or c) acting in an unsportsmanlike or disruptive manner, or with 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:**

European Research Team Ltd.

Obelya 2, Block 277, Entrance 1, Floor 8, office 46

Sofia 1326

Bulgaria