

# Terms and Conditions for Panellists and Respondents

## Introduction

These “Terms and Conditions for Panellists and Respondents” (hereinafter the “Terms”) determine main and basic terms, conditions and provisions how individuals can become Panel members (Panellists and Respondents) and when Panellists, Respondents and other members participate in Panels, Surveys, market research, public opinion polls and other market research activities.

These Terms apply when for Panels, Surveys, other services related to market research activities are using SynoInt systems and platforms (such as Syno Panel, Syno Tool, Syno Score, Syno Answers, Syno Audience, Syno Rewards, Syno Library, Syno Manager, Surveyo24, Syno Industry, etc. (hereinafter the “SynoInt systems and platforms”)).

Also, these Terms are used in two ways:

- when services provider (owner) of SynoInt systems and platforms is any of company which belongs to SynoInt group of companies;
- when any client (Panel owner, customer, researcher, etc.) uses SynoInt systems and platforms and they are owner and controller of information and data, and any of company which belongs to SynoInt group of companies acts / administrates / manages Panels, Surveys, projects, Panellists, etc. on behalf of the that client.

## 1. Definitions

1.1. “Panel” means the data base which includes all the Panellists.

1.2. “Panellists” means individuals who are part of a Panel and have agreed to be invited to and participate in Surveys, market research, opinion polls, etc.

1.3. “Panel site” means a website where individuals can register to become Panellists.

1.4. “Region of the SynoInt” means the territory of the any company of the SynoInt group of companies.

1.5. "Respondents" means Panellists or other members and individuals who participate in market research, Surveys, public opinion polls, other market research activities.

1.6. "Survey" means online market research survey where Respondents participate and provide opinions and answers about a market, supply, demand, products, goods, services, offers, consumers, customers, vendors and various other aspects.

1.7. Other definitions mean the same as it is indicated in Privacy policy on <https://www.synoint.com/privacy-policy/>.

## **2. What is a Panel?**

2.1. Short definition "Panel" means the data base which includes all the Panellists. But actually, Panel is a platform where is a pre-recruited group of individuals who have agreed to take part in market research such as Surveys. In order to participate in a Panel in market research, Panellist generally share a large amount of demographic data, household data, and behavioural data during the registration process which can make recruitment for future market research studies easier. Participating in Panel activities, the Panellist also receives many different Surveys, etc.

## **3. How to register into the Panel?**

3.1. If individuals intend to use Panel services and become Panellists, they must register with a Panel site and provide various information and data about themselves. For example, first of all need to fill in e-mail, postal code, year of birth, gender, etc. When registration will be confirmed, then will need to answer into profiling questions about education, hobbies, type of work, etc. These questions can be various depends for the type of Panel.

3.2. If individuals want to use Syno Panel services and to join into Panel which owner is SynoInt group of companies, individuals can register <https://www.synoint.com/syno-panel/> or in other indicated sites.

3.3. If individuals or Panellists have any questions, they can ask by e-mail [membersupport@synoint.com](mailto:membersupport@synoint.com).

3.4. The most important thing is that information which individuals provide about themselves must be right, true, correct and complete.

3.5. If individuals provide information which may raise doubts, then permission to use Panel services can be suspended at any time.

3.6. This registration process into Panels is voluntary.

3.7. Important thing: Panellists and Respondents must be at least over 16 (sixteen) years old.

#### **4. Why is it useful to register into the Panel, participate in Survey and what opportunities it opens up?**

4.1. When individuals register into Panels, they are described as Panel members – Panellists.

4.2. Panellists have opportunities to participate in Surveys, market research, public opinion polls, other market research activities (in this case they are described as Respondents). They can freely, unrestricted and at easy express opinions.

4.3. Furthermore, it is an opportunity to influence market decisions.

4.4. Also, it is possible to receive messages and newsletters about Panel news, statistics, offers, etc.

4.5. Participation in Surveys, market research, public opinion polls, other market research activities is voluntary.

4.6. However, Panellists and Respondents may earn points, which can redeem for various rewards or cash. The earned points are personal, and Panellists and Respondents cannot transfer them to anybody else. At the beginning of a Survey, other market research activities, Respondents will receive information about the number of points that is possible to earn. Respondents can earn points for full completed interviews.

4.7. If Panellists or Respondents breach the Terms you may lose all the points or incentives which they have earned.

4.8. Rewards process might be varied in each case, depending on the exact Panel terms, Panel owner terms, researcher conditions, the terms of the Survey, etc.

#### **5. How to opt-out registration and services?**

5.1. Panellists may opt-out registration in the Panel and using other services, such as Surveys, market research, etc. at any time and for any reason.

5.2. Panellists just need to follow procedures in their profile in Panel site or send request to e-mail indicated in Panel site, or you can ask information by e-mail [membersupport@synoint.com](mailto:membersupport@synoint.com).

## **6. How to ensure proper use of the Panel?**

Activities in Panels must comply with:

6.1. ESOMAR (formerly known as The European Society for Opinion and Market Research) and keep all requirements of the ICC/ESOMAR Contents International Code on Market, Opinion and Social Research and Data Analytics ([www.esomar.org](http://www.esomar.org));

6.2. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General data protection regulation ("GDPR")) and other international and local legal acts related to protection of personal data and information security. If any person suspects that activities in Panels may be suspicious, please inform about this by e-mail indicated in Panel site or by e-mail [membersupport@synoint.com](mailto:membersupport@synoint.com).

## **7. Commitments and unauthorized used**

All Panellists, Respondents and other members agree not to:

7.1. create an account in Panel with a false identity;

7.2. open, use, or maintain more than one (1) membership account in a one Panel unless otherwise agreed;

7.3. use or attempt to use another Panellist`s or Respondent`s account, without authorization;

7.4. collect any personal data of other Panellists, Respondents, other members and Panel / Survey owners;

7.5. send or transmit any viruses, corrupted data, or any other harmful, disruptive, or destructive code, file, or information, including, but not limited to, spyware, malware and trojans;

7.6. use spiders, robots or other automated data mining techniques to download, store, or otherwise reproduce or distribute data or content available in connection with the Panel, or in other ways manipulate the result of a Surveys;

7.7. disrupt, interfere with the security of Panel sites and Surveys links;

7.8. send unsolicited and spam emails to Panel / Survey owner, other Panellists and Respondents;

7.9. post or transmit any threatening, libellous, defamatory, obscene, pornographic, lewd, scandalous, or inflammatory material or content;

7.10. encourage and / or advise any other Panellists and Respondents or Panel owner employees to commit an act in conflict with the Terms;

7.11. breach these Terms.

## **8. Proprietary (property) of rights**

8.1. Unless otherwise noted, all materials, including, without limitation, all concepts, text, designs, graphics, drawings, photographs, video clips, music and sounds, and all trademarks, service marks and trade names used in a Panel, Survey, SynoInt group of companies sites are subject to intellectual property rights, including but not limited to copyrights, trademarks and patents or the right to apply for their registration anywhere in the world, held by or licensed by SynoInt group of companies and / or a Survey owner, a Panel owner or other third parties who are the respective owner of, or controls, such content.

## **9. Confidentiality**

9.1. Panellists and Respondents hereby undertake during the term of the participating in the Panel, Survey and other market research activities and for a period of 2 (two) years thereafter not to disclose to any third-party confidential information concerning the SynoInt group of companies and / or a Survey owner, a Panel owner or other third parties who are the respective owner of, or controls, such content, except for such information necessarily provided in connection with the use provided services and such information can be revealed according to the laws of the Region of the SynoInt.

## **10. Liability and disclaimer**

10.1. To the extent permitted by applicable law, SynoInt group of companies and its sub-processors and sub-contractors, Survey owner, Panel owner, researcher or other third parties who are owner of the products and projects which Panellists, Respondents and other members and users use in accordance with these Terms, shall not be liable to Panellists, Respondents and other members and users in any respect, including without limitation, for any matter related to these Terms, Panel sites, Panel

and Survey services and other services or for any submissions make, or for any direct, indirect, special, punitive, incidental, reliance, exemplary or consequential damages, loss of profits, loss of expected savings, or any other non-direct damages, whether or not have been advised of the likelihood or possibility of such damages.

10.2. The limitation of liability and the disclaimer in these Terms shall apply regardless of the form of action, whether in contract, warranty, delict, quasi-delict, strict liability, negligence or other tort and shall survive a fundamental breach or breaches or the failure of the essential purpose of contract or the failure of an exclusive remedy.

10.3. Also, in accordance with these Terms, Panellists, Respondents and other members and users expressly agree that their participation in Panel, Survey, other market research activities and services and browsing of Panel site, Survey site, SynoInt group of companies' sites are at their sole risk and responsibility.

10.4. Panellists, Respondents and other members and users agree to fully and effectively indemnify, defend, and hold SynoInt group of companies and its sub-processors and sub-contractors, Survey owner, Panel owner, researcher or other third parties who are owner of the products which Panellists, Respondents and other members and users use, harmless from and against any and all damages, expenses, liabilities and losses of any kind, including legal fees, arising, whether directly or indirectly, from any breach caused by the Terms and / or breach laws of the Region of the SynoInt.

## **11. Force Majeure**

11.1. Neither party in accordance with these Terms shall be liable for failure to fulfil its obligations under these Terms if that failure is, directly or indirectly, caused by conditions beyond the reasonable control of parties, including acts of God, fire, flood, earthquake, strike, or other natural disasters (Force Majeure). Any such non-performance shall not constitute a breach of this Terms, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

## **12. Other applicable and useful documents**

All Panellists and Respondents has to confirm that they have read and agree with other important and useful external documents related to provided services:

12.1. Privacy policy <https://www.synoint.com/privacy-policy/>

12.2. Security policy <https://www.synoint.com/security-policy/>

12.3. Cookies policy <https://www.synoint.com/cookies-policy/>

12.4. DPO <https://www.synoint.com/dpo/>

12.5. Quality documentation <https://www.synoint.com/quality-documentation/>

12.6. Data processing terms <https://www.synoint.com/data-processing-terms/>

12.7. Terms of use <https://www.synoint.com/terms-of-use/>

12.8. Brandbooks <https://www.synoint.com/brandbook-main/>.

### **13. Final provisions**

13.1. These Terms are governed by the law of the Region of the SynoInt.

13.2. Any dispute, controversy, disagreement or claim arising out of or in connection with the Terms, as well as issues of the violation, termination or validity / invalidity hereof shall be settled by mutual negotiations.

13.3 If any provision of the Terms contradicts the laws of Region of the SynoInt or due to any reason becomes partially or fully invalid, this shall not make other provisions of the Terms invalid, in such case all parties agree to change the invalid provision with the legally effective norm, which, as far as possible, would have the same legal and economic result as the changed norm.

13.4. These Terms can be changed by sole discretion of the SynoInt group of companies at any time.

13.5. The main and always updated version of these Terms is posted in English on [www.synoint.com/legal](http://www.synoint.com/legal).