

# MARKETAGENT.COM

## Terms and Conditions (2018-05-24)

Marketagent.com is a service of the Marketagent.com Online Research GmbH Company

### 1) Subject matter

Volunteer survey participants acquire bonus points by actively participating in interviews/surveys of Marketagent.com. The survey participants have to decide whether and how often they would like to attend interviews/surveys. The participant receives expense compensation for both. Any taxes or charges resulting from reimbursement of expenses must be assumed by the survey participants.

### 2) Contract basis and validity of the GTC

Each survey participant accepts his/her registration with the present Terms as binding. Only these Terms and web sites referred to therein are content of the contractual relationship between the survey participants/volunteers and Marketagent.com. In practice the current version of Marketagent.com Terms and Conditions, published on this page, applies. Registered participants will receive a notification on changes to the Terms and Conditions via email. Changed Terms shall be deemed approved, if the respondents do not object in writing or by email. In doing this, Marketagent.com explicitly informs the survey participant on all the consequences. The objection must be received within 14 days after the notification on changes by Marketagent.com. Otherwise, the new rules are adopted. The submission of the objection is confirmed by Marketagent.com and results in a resolution of the contract by Marketagent.com.

### 3) Eligibility and disqualification

To take part in polls/surveys of Marketagent.com, the following conditions must be met: · These Terms and Conditions must be recognized. · Participation is only allowed to private persons, who are not using the services of Marketagent.com for commercial purposes. · In order to become a participant at Marketagent.com, you must be at least 14 years old or have a consent from your guardian. · Participation is currently possible only for persons with actual residence in Albania, Argentina, Australia, Austria, Belgium, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Belarus, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Dominican Republic, Ecuador, El Salvador, Estonia, Finland, France, Germany, Greece, Guatemala, Honduras, Hungary, India, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Mexico, Montenegro, Netherlands, New Zealand, Nicaragua, Nigeria, Norway, Panama, Paraguay, Peru, Poland, Portugal, Puerto Rico, Romania, Russia, Serbia, Slovakia, Slovenia, Republic of South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom, United States of America, Uruguay, Venezuela. · The participant/respondent is committed to provide correct information upon registration. Identity may be checked by Marketagent.com in form of a copy of the passport. · These information are especially indispensable necessary for the delivery of

money transfer. · Only one registration per participant is permitted at Marketagent.com. · The individual access right of each participant is not transferable. · Marketagent.com reserves the right to decline participants after completing registration.

#### **4) Selection of survey participants**

If more than the required number of respondents matches the criteria for a survey/poll, the choice is random. The number of bonus points does not matter in the selection. A right to participate in polls/surveys within a given time does not exist. Marketagent.com reserves the right, without giving any reason to invite any or all participants to surveys in accordance with the time and scale that is determined as necessary by Marketagent.com.

#### **5) Remuneration for participating in surveys**

Marketagent.com rewards participation in interviews/surveys with bonus points. The number of points per project will be determined by Marketagent.com, depending on the survey and its scale, and upmost binding for all participating subjects. Entitlement to a payment, apart from the redemption of bonus points, does not exist. Your decision is final.

The valid compensation expense is published under the menu item "Compensation Overview" and will vary depending on each survey and its length. A claim for compensation is only fully completed and usable, when surveys arrive at Marketagent.com. You can claim compensation from Marketagent.com for interview participation, only if the associated data have been received by us.

Marketagent.com paid to participate in polls / surveys under the current compensation program. The payment for the participation by each participant that is specified in the invitation/introduction and his/her form of compensation is determined according to the chart on the Marketagent.com website.

Marketagent.com reserves the right to adjust the amount of compensation. The change in the level of remuneration is published by Marketagent.com on the website under the menu item "Compensation Overview".

The collection of bonus points is possible by taking part in polls and other surveys of Marketagent.com. Other options (such as the spiking of the account by cash payments) do not exist. Bonus points will remain valid for 2 years.

#### **6) Remuneration for the recruitment of third parties**

Additional fees may be obtained through the recruitment of third parties by the respondents. A third person has been recruited by a survey participant, if the third person names at least one existing participant as a reference, who actively participates on Marketagent.com. The payment will be made in a single transaction to the points account of the survey participant. The amount is published on the website, under the menu item "Compensation Overview". Bonus points will remain valid for 2 years.

#### **7) Payout**

Payment of the balance of the survey participant, if the participant wishes, can be fully or partially transferred to a bank account or via other payment alternatives, offered by Marketagent.com. The payment to a bank account is made by bank transfer or other forms of payment. For the current alternative payment offers, please see the website under the menu item "Exchange Market".

The credit remains in force, unless the participant does not decide on which actions to. The minimum number of points per transaction is fixed to 200 points (= € 2, -). Should the participant paying a credit balance is less than € 15, - to his bank account, so Marketagent.com of a processing fee of € 1, - charged. The credit will be subject to less handling fee within 4 weeks of

the intended use. Transfers from € 15, - charges paid. Transfers to the account of one of our donation partners are exclusively free of charge. Marketagent.com undertakes to never exclude or prefer any participant, due to their account balance.

A package of bills or bank statements is not provided. Bank transfers or payment orders are proof of payments made by Marketagent.com. Each time, the current state of credit can be accessed via the homepage under the menu item "Balance". Marketagent.com does not guarantee for the accuracy of the information. Objections by the participant, regarding paid or not paid amounts must always be submitted in writing.

## **8) Figures provided**

If a participant deliberately falsified the results of a project, e.g. submitted false information upon registration or in a survey/collection, and repeated application with different email addresses, or gives his password, Marketagent.com reserves the right to exclude that survey participant volunteer. The damage caused by the conduct of the participant/subject is at the expense of his previously earned bonus points. Marketagent.com reserves the right to the assertion of further damages.

Each registered participant/respondent may have only one account and is obligated to treat its credentials (username and password) as confidential. He/she is held accountable by Marketagent.com for the use of his user name and password.

If the password is used without authorization, the participant/volunteer is required to inform Marketagent.com and/or immediately change its password in the survey participant's question field. Changes of the user data are to be immediately entered by the survey participant.

## **9) Disclosure of information**

The participant agrees that the information obtained by the polls and surveys is stored or handed over to third parties.

## **10) Update and change personal information**

When changing his/her personal data, each survey participant has to make modifications to his profile on our website on his/her own. If no changes are communicated, documents/profits and bank transfers are considered as received by the survey participant in question, as if they were sent to the survey participant's last known address or transferred to the bank. Regardless, all survey participants/subjects are even annually invited to update their registration information via email.

## **11) Privacy Policy**

Your personal information is kept confidential and always evaluated anonymously. Our customers only receive the results of the survey they commissioned and never your personal information. Marketagent.com customers are only interested in cumulative data.

Personal information is collected, processed and used in accordance with the provisions of the European General Data Protection Regulation (GDPR). The data collected is being processed and used by Marketagent.com only to the extent necessary for conducting market surveys and as allowed by law. Your participation in our market and opinion research panel is completely voluntary and you can end it at any time without giving reasons. By registering with the Marketagent.com market and opinion research panel, you agree to let us use your information to the extent specified in our Privacy policy

(<https://panel.marketagent.com/Platform/Login?ShowPP=true>). Your personal information is used in good faith and in a legal way, our Privacy policy

(<https://panel.marketagent.com/Platform/Login?ShowPP=true>) is an integral part of our Terms and Conditions and you can review and download it here:

Privacy policy (<https://panel.marketagent.com/Platform/Login?ShowPP=true>)

In case of legal disputes, the data is kept until a valid ruling is made. Information needed for the purpose of participant complaints or for legal obligations is excluded therefrom. When those reasons cease to exist, the information is deleted.

## **12) Obligations of subjects / participants**

The participant/subject has to · keep his/her user data (especially the password) secret and prevent unauthorized usage in any way, · avoid and prevent any improper usage of his/her user data, · immediately report any suspected misuse of his user data to Marketagent.com.

Marketagent.com will not be liable for technical malfunctions and their causes are not the responsibility of Marketagent.com. Marketagent.com is not liable for damages resulting from acts of third parties and in event of natural disasters.

Marketagent.com is only liable in accordance with the law, in case of intent or gross negligence. Liability for slight negligence is excluded.

Links, banners and alike shall not imply endorsement of third parties and their services by Marketagent.com. Marketagent.com is not responsible for the content of sites, including prices and availability of products from third parties, even if they are referenced via hyperlinks, banners or otherwise. Marketagent.com expressly disclaims any responsibility for the content or opinions that are accessible via links through Marketagent.com. The responsibility lies exclusively in the domain of the operator.

Marketagent.com is only liable for the reasonable predictable damage. Furthermore, Marketagent.com is never liable for consequential damages, indirect damages, not savings, lost profits, interest, losses and damages from third-party claims asserted against the participants.

## **13) Spam**

The participant/respondent agrees to the recruitment of unknown third persons and to never address them without asking (so called spam), or by email or by phone or fax. This is especially true for public discussion areas on the Internet, such as newsgroups, mailing lists, etc. This improper conduct also damages Marketagent.com. We therefore reserve the right to exclude participants due to gross violations of the services. In the event of a breach of this commitment, the participants will be excluded from participation in Marketagent.com with immediate effect. The accumulated credit is eliminated. All costs and expenses incurred by Marketagent.com because of such an infringement shall be borne by the participants. The claiming of further damages remains unaffected.

## **14) Term and termination**

You can always unsubscribe from the services of Marketagent.com. This holds no disadvantages for you. Regarding your credit score, you can still access it for 14 days after the canceling your subscription.

According to the principle of fairness Marketagent.com can also terminate participation in service, if here is reasonable doubt that a breach of this Agreement has occurred without giving reasons. The previously accumulated credit can still be accessed within the next 14 days (unless different arrangements by these Terms and Conditions), provided that no breach of the Terms and Conditions has occurred. Cancellations must be submitted in writing or by email, or made directly on the Marketagent.com site.

## **15) Choice of law, jurisdiction**

The contracting parties agree to the application of Austrian Law, in general Regulations of the General Civil Code applies. For consumers from the EU, their national consumer law applies, unless the relevant Austrian laws are more favorable to the consumer.

For contracts with companies, our registered office is determined as agreed jurisdiction. For contracts with consumers, residents of one of the EU Member State, we also recognize the court of the customer's residence. The jurisdiction over consumers outside the EU is governed by the law.

#### **16) Language**

The contracts and all other information on customer services, data and handling of complaints are available in German, French, Slovenian, Czech, Hungarian, Italian, Slovakian, Croatian and English.

#### **17) Place of the Company's business**

Contracts with other companies are made at our company's seat.

#### **18) Warranty**

The warranty applies based on statutory provisions.

#### **19) Other**

We accept the "Internet Ombudsmann" as an Out-of-Court Conciliator. For further questions regarding conciliation, please contact our customer support: [info@marketagent.com](mailto:info@marketagent.com) or the "Internet Ombudsmann": [www.ombudsmann.at](http://www.ombudsmann.at).

Voluntary Code of Conduct: [www.guetezeichen.at](http://www.guetezeichen.at)