

## Research Panel Terms and Conditions

Last Updated: March 1, 2023

### INTRODUCTION

These “Terms and Conditions for Research Panel” (hereinafter the “Terms”) determine main and basic terms, conditions and provisions how individuals become Panel Members (“Member” “Members”) and when the Members participate in research studies implemented by Cimplex Marketing Group, Inc. (“CMG”) on behalf of its Clients (“Clients”).

### DEFINITIONS

“Panel Members” mean individuals who agree to be invited to and participate in research studies.

“Panel” means all the individuals who have become Panel Members. “Membership” means a status of being the Member and includes privileges and opportunities given to the Members.

### NATURE OF PANEL

Becoming a Member is voluntary and individuals choose to join the Panel. The Members also have an option to be removed from the Panel any time by contacting CMG (opt-out). The members understand that the Membership is not employment and there is no guarantee for members to participate in research studies and receive incentives. There is no compensation only to become and be a Member.

### MEMEBER CRITERIA

The individuals who meet the following criteria become the Members: 1) 18 years or older in age, 2) currently living in the United States, 3) able to communicate by email, phone and SMS. If a Member does not meet the criteria at any point, they may lose the status of the Membership.

### TERM

The Membership is valid for the Panel Members from the day the Terms are agreed and the application form is filled. The Membership has no expiration date.

### PRIVACY

CMG ensures privacy of the Panel Members by complying with all applicable laws including California Consumer Privacy ACT (CCPA). The research privacy policy described on CMG’s website (<https://cimplexmarketing.com/research-privacy-policy/>) applies to the Panel and all research studies implemented with the Panel.

### PROPRIETARY OF RIGHTS

Unless otherwise noted, all materials, including, without limitation, conversations, texts, graphics, photographs, video clips and sounds provided by the Panel Members to CMG are subject to intellectual property rights of CMG and the company holds exclusive rights to use and distribute the materials.

### ACCURACY

The Members must provide information about themselves that is right, true and complete. It will be the breach of the Terms and the Membership can be suspended if an individual use a false identity or provide information which may raise doubts.

#### RESEARCH POLICY

The Members understand and agree to the following research policies.

- The Members receive notifications on research studies and exchange communication by email, phone and SMS with CMG.
- The Members take part in research studies lawfully and ethically. CMG never asks the Members to engage in any illegal activities.
- THE MEMBERS EXPRESSLY AGREE THAT THEIR PARTICIPATION IN RESEARCH STUDIES IS AT THEIR SOLE RISK AND RESPONSIBILITY. CMG, ITS CLIENTS AND ITS VENDORS WILL HOLD NO LIABILITY FOR ANY INCIDENT, DAMAGE AND/OR LOSS CAUSED BY THE MEMBERS' ACTIONS TAKEN FOR RESEARCH STUDIES.
- The Members acknowledge that their participation in research studies is without the control or direction of any other party or entity.
- The Members undertake not to disclose any of research contents to any third-party for a period of 3 (three) years.

#### TERMINATION

CMG may terminate the Members' account if the Members breach any of the provisions of Accuracy or Research Policy Section of the Terms.

#### GOVERNING LAW AND PROVISIONS

These Terms are governed by the law of California.

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. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

If any provision of the Terms contradicts the laws of California 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.