



TERMS AND CONDITIONS FOR INTERNET SURVEY SOLUTIONS

Ciao Surveys offers a range of services including sample services, programming services, surveys design and media services, translation and coding services, quality assurance services and potentially other services related to the collection of consumer data. Depending on the kind of service Ciao Surveys will direct appropriate potential survey respondents ("sample") to surveys programmed and hosted on Ciao Surveys' or the Client's computer systems and servers, or on the computer systems and servers maintained by others, but under Ciao Surveys' or the Client's control.

1. Period of validity of proposals

A proposal is valid for 30 days after forwarding it to the Client.

2. Ciao Surveys' Commitment to Service

Ciao Surveys will use all means available to ensure the highest quality to secure the pre-agreed service using the methodology described in the proposal.

3. Survey Content

Ciao Surveys has the right to review and approve each survey for which it will supply sample, though Ciao Surveys takes no responsibility for the legality, quality and/or contents of the survey. Ciao Surveys reserves the right to reject any survey on the grounds that it is too long or complex, contains profane, obscene, hateful, discriminatory, illegal or otherwise objectionable material or violates Ciao Surveys' privacy policy.

4. Quality

4.1 A QA procedure will be done for all surveys. This can only be bypassed upon prior written agreement between the client and Ciao Surveys. In this case Client is responsible for any issues in quality due to bypass the QA procedure.

4.2 A soft-launch will be done for all projects. This means that Ciao Surveys starts the Field work sending 10%-20% of the total sample, and then do an analysis of the data in order to check if there is a perfect match with client expectations.

5. Delivery Dates

5.1 On project start Ciao Surveys will agree with the client on a delivery date. Ciao Surveys will make his best effort to keep the term.

5.2 In the case of surveys programmed by the Client delivery dates for Ciao Surveys shall not be binding in the event of a delay caused by malfunction of the survey whether appeared during the Q&A procedure, the soft-launch or later.

5.3 The programming of non-English questionnaires requires formal sign-off of the English master-questionnaire by the Client before it can be translated. Delay at this can cause a postponement of the delivery dates.

5.4 Delivery dates for Ciao Surveys shall not be binding in the event of unforeseen circumstances that involve interim changes in the assignment or factors beyond Ciao Surveys' control, which may affect the fieldwork or the technical completion of the fieldwork. In the event that Ciao Surveys anticipates a delay, Ciao Surveys shall notify the Client to this effect immediately.

6. Price and Incidence Rate

6.1 The price quoted in the proposal is based on the specifications and, for sample services, incidence rates provided by the Client. If actual incidence figures are lower than the figures provided by the client, Ciao Surveys will adapt the price correspondingly.

6.2 Final and binding incidence rate will be calculated and determined exclusively by Ciao Surveys. The Incidence rate is calculated as ratio between the total number of completes divided by the sum of total completes and total screen outs. Ciao Surveys will report actual incidence figures after one night of interviewing. A "complete" is the term used to refer to a respondent who has successfully answered the entire questionnaire, regardless of the answers given, and where the respondent has not been terminated at screening questions.

6.3 In the unlikely event of Ciao Surveys being unable to provide sufficient questionnaire respondents, the Client will only be charged for the number of interviews that were actually completed.

7. Conditions of Payment

Payment shall be due upon receipt of the invoice. Client waives the right to set-off any amounts from due invoices. Ciao Surveys has the right to withhold any Services or results until due invoices are paid.

8. Change Fee

If the Client requires changes to the survey after the survey has already been tested by Ciao Surveys, or after the sample has already been created according to the original specifications, these changes will be charged with an hourly rate of EUR 100,- change fee. Ciao Surveys will confirm the hours required for the changes upon receipt of the requirements from the client.

9. On-hold Charge

An EUR 250,- hold charge will be applied if sample deployment is placed on hold by the Client for more than 3 working days once a sample selection has been executed and/or a the questionnaire has been checked. If a part of the sample has already been deployed, all achieved completes will additionally be charged to the client.

10. Minimum Fee

Ciao Surveys will accept no project worth less than EUR 1.500,-. If a project volume is below such a minimum fee, Ciao Surveys will charge EUR 1.500,- as a minimum fee.

11. Incentive Program

Ciao Surveys alone will determine the size, nature and means of payment of all survey incentives and communicate these to the Client in the project proposal.

12. Panelist Qualification

At the start of the project, the Client and Ciao Surveys will determine the exact profile of the respondents eligible for participation in their survey. When Ciao Surveys directs potential respondents to the Client surveys, it will mask their e-mail addresses and provide unique respondent identification numbers instead. Pre-screening surveys conducted by the Client will qualify each potential respondent generally within the first 10 (ten) questions. If a respondent's profile is inappropriate, and s/he is screened out, s/he will be immediately routed back to a URL designated by Ciao Surveys. All respondents who complete a the Client survey must, at the conclusion of the survey, be routed back to a URL designated by Ciao Surveys.

13. Over-Recruitment

13.1 In case of over-recruitment, the Client shall only pay for the number of completes that they originally ordered, when the survey is hosted on Ciao Surveys' system.

13.2 When the survey is hosted on the Client's system Client shall also pay the total number of completes right up until the moment of the final closure of the survey.

14. Drop outs

14.1 A drop out is a participant who is still eligible after the screening questions and does not complete the survey.

14.2 If during a survey which is hosted on the Client's computer systems and servers more than 10 % of eligible participants break off before the end of the survey, it is to be assumed that there has either been a technical problem on the client's side or that the questionnaire is overly complex or incomprehensible.

14.3 In this case the client shall, for all “drop outs” after the first 10 %, pay 50 % of the price of a complete participant.

15. Communication of IDs:

In the case of surveys hosted on the Client's computer systems and server the Client must communicate all participant IDs and their respective questionnaire completion statuses (complete, excluded during pre-screening, or incomplete) to Ciao Surveys within 5 working days of project closure. If the Client fails to communicate the questionnaire completion statuses within one week, Ciao Surveys will pay incentives to all invited panel members and charge the Client accordingly.

16. Operating Hours

Unless otherwise agreed, Ciao Surveys will not start the survey after 17.00 (local time for the project manager responsible) in order to avoid over-recruitment outside of office hours and to be able to control the survey and to do panel support.

17. Computer Capability

17.1 In the case of surveys hosted on Client's computer systems and server the Client shall disclose potential technical and performance limitations of its software and computer systems (including the software and computer systems of others used to conduct the surveys), for example maximum connections per hour or maximum simultaneous connections. The Client will maintain “up time” of its systems at 99% of all times when Ciao Surveys is directing potential respondents to the Client. Ciao Surveys reserves the right to limit the number of potential respondents sent to the Client based on its assessment of the capacity of its software and computer systems. If the Client experiences any “down time” or technical difficulties that result in its systems not being able to accept potential respondents, collect data, allow potential respondents to complete surveys or in any other way prevent potential respondents from accessing and completing surveys, it shall immediately notify Ciao Surveys so it may cease directing sample to the Client. In any case where the Client fails to notify Ciao Surveys of any technical difficulty within 15 minutes of its occurrence, the Client will be liable for the cost of sample for the entire duration of the technical difficulty as if eighty percent (80%) of the potential respondents who visited the Client's site for the duration of the technical difficulty had completed and qualified for the survey to which they were directed. If the assumed incidence of potential respondents for any survey affected by a technical difficulty is greater than eighty percent (80%), then Ciao Surveys will charge the Client for sample delivered at the higher percentage.

17.2 In the case of surveys hosted on Ciao Surveys' computer systems and servers Ciao Surveys will do all in its power to ensure the stability and accurate operation of its computer systems during the course of the Client's survey. However, no technical infrastructure is absolutely stable and Ciao Surveys cannot guarantee that technical problems will not occur. In the case of technical difficulties, Ciao Surveys will inform the Client as soon as possible and Ciao Surveys' liability shall be limited to the sum quoted for the respective project.

18. Coding of Questions

When coding questions for the Client (where applicable), Ciao Surveys will adhere strictly to the practice described in the codebook that shall be provided by the Client. The Client shall provide this codebook by the date agreed upon such that subsequent delivery deadlines can be met by Ciao Surveys. Ciao Surveys does not take any responsibility for the inaccuracy, incomprehensibility or unuseability of the answers generated by the questions that it has coded for the Client.

19. Real Time Reporting:

In the case of surveys hosted on the Client's computer systems and servers the Client shall maintain a system of “real time reporting” which will allow Ciao Surveys' staff access to the Client's computer systems via the World Wide Web (or such other method as the parties may agree upon) so that, for each of the Client's surveys, they can determine: (i) the number of respondents that have started the survey but have dropped out, (ii) the number of respondents that have started the survey but have been terminated at screening questions, (iii) the number of respondents that have completed the survey. Should the Client's real time reporting experience any down time or technical difficulties while Ciao Surveys is delivering sample to a the Client survey that result in Ciao Surveys being unable to access the information, then Ciao Surveys shall have the following options: (a) to discontinue the delivery of potential respondents to any or all the Client surveys, or (b) to continue to deliver potential respondents to the Client surveys and charge the Client as if eighty percent (80%) of the potential respondents directed to the Client surveys during the duration of the technical difficulty had completed and qualified for the survey to which they were directed. If the assumed incidence of potential respondents for any survey is greater than eighty percent (80%), then Ciao Surveys will charge the Client for sample delivered at the higher percentage.

20. Help Requests

All help requests initiated by potential respondents must be directed to the appropriate survey support e-mail address at Ciao Surveys; the e-mail address will be communicated at the start of the project. Ciao Surveys will give the Client prompt notice of the help requests along with the nature of the service issues. The Client will designate a help resource to work with Ciao Surveys to address the service issues raised by these help requests. The Client will work diligently to address all help requests and Ciao Surveys reserves the right to stop delivering potential respondents to any and/or all of the Client's surveys, until the issues which had given rise to the help requests have been resolved to Ciao Surveys' satisfaction.

21. Data Delivery

In the case of surveys hosted on Ciao Surveys' computer systems and servers Ciao Surveys will deliver the survey results to the Client in the format agreed upon. Should the Client subsequently request the data in a different format, this will count as a subsequent order and shall be charged separately.

22. Inhouse usage testing

22.1 Inhouse usage testing is taken to mean a survey where a product is sent to participants at their home address for a product testing on which their subsequent survey responses will be based.

22.2 The client accepts unlimited responsibility for the products sent out – no matter by which party the products are sent out. The client ensures that each product sent out goes neither against the current law of the Federal Republic of Germany nor of the countries in which the survey is carried out nor to which the products are sent. The Client ensures furthermore that the product is not harmful to the participant in any other way.

22.3 Ciao Surveys reserves the right to refuse an inhouse usage test for reasons of safety, legality or other reasonable considerations that Ciao Surveys becomes aware of after beginning of the survey.

22.4 The Client agrees to indemnify Ciao Surveys from all possible third party claims that arise from an inhouse usage testing that breaches these terms. The Client engages to compensate Ciao Surveys for all damages and reasonable expenses caused to Ciao Surveys by a third party due to such claims.

22.5 In case the Client will receive personal data of Ciao Surveys' panel, he hereby undertakes to keep this data secret and confidential and to refrain from providing any of the data to third parties or to make them accessible in any other form. He will handle the data according to the provisions of German data protection law and the law of the country in which the affected person is resident in. Furthermore he guarantees to use the data only for the defined purpose within the specific project. He will delete it completely and destroy all copies as soon as the project is completed. In case the panelist revokes his approval of the data transfer, the Client will delete the respective data immediately. If the Client violates one of these obligations, whether intentionally or negligently, either in whole or in a part, then shall be obligated to compensate Ciao Surveys for any damages resulting directly or indirectly from the violation (including any costs entailed). Irrespective of this obligation, he agrees to pay a contractual penalty of EUR 10.000 for each and every violation of this Agreement.

23. Offline interviewing

23.1 Offline interviewing means a survey where Ciao Surveys or the Client programs and hosts a screening questionnaire to recruit

panelists for an offline interview or exercise. Ciao Surveys will deliver panelist details to the Client in a data set of those panelists who have opted in to take part in the offline interview. After completion of the offline interview Client will deliver a list with those panelists who participated in the offline study. Unless agreed otherwise Ciao Surveys will pay the incentive for screening and offline interviewing based on this list.

23.2 Ciao Surveys only works on a best efforts basis to deliver as many panelists as possible and is not responsible for the panelists completing the offline interview/exercise.

23.3 The Client hereby undertakes to keep the panelist details secret and confidential and to refrain from providing any of the data to third parties or to make them accessible in any other form. He will handle the data according to the provisions of German data protection law and the law of the country in which the affected person is resident in. Furthermore he guarantees to use the data only for the defined purpose within the specific project. He will delete it completely and destroy all copies as soon as the project is completed. In case the panelist revokes his approval of the data transfer, the Client will delete the respective data immediately. If the Client violates one of these obligations, whether intentionally or negligently, either in whole or in a part, then shall be obligated to compensate Ciao Surveys for any damages resulting directly or indirectly from the violation (including any costs entailed). Irrespective of this obligation, he agrees to pay a contractual penalty of EUR 10.000 for each and every violation of this Agreement.

24. Anonymity

The Client will not collect or attempt to collect any personally identifiable information from any potential respondent directed to it sites and surveys by Ciao Surveys. Personally identifiable information includes any information which would allow the Client to identify a potential respondent, including, but not limited to, name, address and e-mail address. Except as agreed by Ciao Surveys in connection with the delivery of incentive payments to respondents and with respect to "session cookies", the Client will not append cookies or other electronic tags to the browsers of any Potential Respondent. The Client shall abide by all ESOMAR guidelines for online marketing research as published and periodically amended.

25. No Recruitment

The Client shall take no action to recruit any potential respondent into any panel, community or group of individuals, online or offline, or take any action that would allow the Client to contact, or allow any other party to contact any potential respondent, or recruit him/her for any other market research activities at any time in the future. Should any such action be taken, a charge shall be levied which is equal either to 5 times the price per participant for the project, or EUR 10.000, whichever is higher.

26. Privacy Policy

During the term of this agreement, the Client shall develop and maintain a privacy policy and comply with its terms and the provisions of the Children's Online Privacy Protection Act and all other applicable privacy laws, rules and regulations of the Federal Republic of Germany and of the country in which the survey is carried out.

27. Confidentiality

27.1 Confidential information provided to Ciao Surveys by the Client, either during the research briefing or during the research process, will be used only within the scope of the project.

27.2 Beside each of the Parties agrees not to disclose confidential information of which it may be aware, except to its employees and officers whose responsibilities are closely linked to the performance of the agreement and to whom such information is absolutely necessary in connection with the performance of their employment agreement.

27.3 Clause 27 shall survive expiry or termination of this Agreement for the period of 2 years.

28. Liability

28.1 Both parties shall carry out the Assignment to the best of its knowledge and ability. Ciao Surveys shall be liable for any shortcomings in the execution of the Assignment, to the extent that these shortcomings are due to failure on the part of Ciao Surveys to exercise the necessary care and expertise that could normally be expected in the performance of such an Assignment.

28.2 Ciao Surveys' liability shall in any case be limited to the sum quoted for the project in question.

28.3 Any claims by the Client are to be made within 4 weeks from the date on which the damage was discovered but no later than 2 months after data delivery. By failing to bring forward a claim within the above period, the Client forfeits the right to compensation.

28.4 Ciao Surveys is not liable for unsuitable responses by panelists to the client questionnaire. Furthermore, Ciao Surveys is not responsible for the appropriateness or usefulness of the information gathered though it will undertake, as far as it is within its power to do so, to edit nonsense answers out from the results delivered to the Client.

28.5 Ciao Surveys is not liable for the inadequacy of the criteria provided by the Client in defining the target group. Ciao Surveys will select survey participants according to the Client's criteria. Should the group selected for survey participation turn out not to be representative of the Client's desired target group, Ciao Surveys does not take responsibility for this.

28.6 Ciao Surveys does not take any liability in the event of the recruitment of insufficient participants.

28.7 Ciao Surveys will make its best effort to protect the copyright of client's content when programming and hosting is conducted by Ciao Surveys. Nevertheless Ciao Surveys does not assume liability for a copyright infringement by a panelist.

28.8 The Client is responsible for ensuring that the content of the survey does not go against the current law of the country in which the survey is carried out. In particular, surveys may not contain the following:

- Any libelous or threatening content, or any which glorifies violence. Any obscene, discriminatory or pornographic content.
- Software, pictures of other materials which infringe upon the rights of a trademark or copyright-holding third party.
- Chain letters, publicity or any material aimed at promoting sales.
- Questions concerning illegal products, substances, or acts, or violations of fair trade rules.

28.9 The Client agrees to indemnify Ciao Surveys from all possible third party claims that arise from illegal actions taken by the client. The client engages to compensate Ciao Surveys for all damages and reasonable expenses caused to Ciao Surveys by a third party due to such claims.

29. General

29.1 Any deviation from these General Terms and Conditions is to be agreed in writing and only applies to the Assignment to which it explicitly refers. Any general terms and conditions by the Client shall not apply unless the parties have agreed in writing that (parts of) said terms and conditions are applicable in addition to these Terms and Conditions.

29.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the minimum extent necessary without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

30. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany and the parties hereby submit to the exclusive jurisdiction of the court of Munich, Germany in respect of any dispute or matter arising out of or connected with this Agreement.