

## **Mktg, Inc. Website and Survey Terms and Conditions**

### **1. Applicability; Agreement:**

These Terms and Conditions (these “Terms”) govern and apply to:

- a. your use of and/or access to any website(s) (individually each a “Website” and collectively “Websites”);
- b. your participation in any survey or study offered, provided, hosted, or administered by Mktg, Inc. (individually a “Survey” and collectively “Surveys”); and
- c. [Question: Does Mktg pay incentives?] your eligibility for incentives which may be offered as consideration for your successful completion of certain Mktg, Inv. Surveys, (individually an “Incentive” and collectively “Incentives”).

All references in these terms to “Mktg” shall include Mktg, Inc., and its, affiliates, subsidiaries, and divisions, including, without limitation SampleSolutions, its affiliates, subsidiaries and divisions. All references in these Terms to “us” or “we” refer to Mktg.

By accessing any Website; by participating in any Survey; or receiving Incentives, you hereby expressly agree to comply with, and be bound by, these Terms.

Mktg reserves the right to: (i) limit, restrict, or prohibit an individual’s use of, and/or access to, any Website(s); (ii) limit, restrict, or prohibit an individual’s participation in any Survey(s); and (iii) [Question: Does Mktg pay incentives?] limit, restrict, or prohibit your receipt of or access to Incentives; at anytime, in its sole discretion.

### **2. Electronic Communications**

Visiting the Sites or sending emails to Mktg constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the sites, satisfy any legal requirement that such communications be in writing.

Mktg does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Sites only with permission of a parent or guardian.

### **3. Use of Websites**

Websites are strictly for personal, non-commercial use. You may use the Websites only when and as available. Mktg reserves the right to change, modify, or eliminate, and/or restrict or block access to, all or any part of any Website(s), without notice, at any time and from time-to-time.

### 3. Unauthorized Uses

You agree not to:

- Use spiders, robots or other automated data mining techniques to catalog, download, store, or otherwise reproduce or distribute content available on any Website, or to manipulate the results of any Survey;
- Take any action to interfere with any Website(s) or an individual's use of any Website, including, without limitation, by overloading, "flooding", "mail bombing" or "crashing" any Website
- Send, to Mktg, and/or to or from any Website, any illegal, deceptive, or harmful code, including, without limitation, any virus, spyware, adware, or any other harmful code;
- Send unsolicited emails, including, without limitation, promotions and/or advertising of products or services;
- Forge or mask your true identity;
- Frame a portion(s) of any Website within another website or alter the appearance of any Website;
- Establish links from any other website to any page of, on, or located within any Website, without the prior express written permission of Mktg, and in no event shall links to any page other than the Website home page be established;
- Post or transmit any threatening, libelous, defamatory, obscene, scandalous, or inflammatory material or content or any material or content that could otherwise violate Applicable Laws (as defined herein);
- Intentionally or willfully submit falsified data or commit any other fraudulent act(s), including without limitation attempts to earn Incentives or redeem Incentives in any manner that conflicts with the intent of these Terms; attempts to fraudulently earn, redeem, or purchasing points; or tampering with Surveys or links;
- Reverse engineer any aspect of any Website or do or take any act that might reveal or disclose the source code, or bypass or circumvent measurers or controls utilized to prohibit, restrict or limit access to any webpage, content or code, except as expressly permitted by Applicable Laws;
- Engage in any criminal act(s); or
- Encourage and/or advise any individual, including, without limitation, any Mktg employee, to commit any act(s) prohibited hereunder.

You acknowledge and agree that Mktg will fully cooperate with all legal disclosure request(s) (e.g. court order or subpoena).

### 4. Restricted Content

In connection with your participation in a Survey, you may have the opportunity to review or access confidential and proprietary information, materials, products, and content (“Restricted Content”) belonging to Mktg and/or Mktg’s clients, partners and/or licensors. Restricted Content is and shall remain the sole and exclusive property of the owner of the Restricted Content. In no event shall you obtain or receive any right, title, and/or interest in or to any Restricted Content. You agree to protect the confidentiality and secrecy of the Restricted Content and you agree not to modify, copy, reproduce, create derivative works of, republish, display, transmit, distribute, reverse engineer, create derivative works of, decompile, or otherwise use, alter or transfer Restricted Content without the prior express written consent of Mktg. You acknowledge and agree Restricted Content may be subject to, and protected by, intellectual property laws, regulations, and codes. You further acknowledge and agree that if you breach or otherwise violate the restrictions, limitations, and prohibitions contained in this Section, in addition to any other rights or remedies available to Mktg, Mktg reserves the right to terminate, prohibit or restrict your ability to participate in Surveys.

#### 5. Your Content and Material

You are solely liable and responsible for all content, materials, information, and comments (“User Content”) you use, upload, post or submit in connection with the Websites and/or during Survey participation. You are solely responsible for all third party approvals, consents, and/or authorizations required for User Content.

By using, uploading, posting, or submitting User Content in connection with the Websites and/or during Survey participation, you hereby grant Mktg a perpetual, irrevocable, unlimited, transferrable, sub-licensable, world-wide, royalty free, right and license to edit, copy, transmit, publish, display, create derivative works of, reproduce, modify, distribute, and otherwise use your User Content.

#### 6. Links

You may be able to voluntarily link or connect to websites maintained and/or operated by third parties (“Third Party Websites”). Mktg does not endorse any Third Party Website nor any products, services, and/or opportunities advertised, offered and/or sold by, through or in connection with any Third Party Website (“Third Party Information”). Mktg does not make any representations or warranties regarding the Third Party Websites and/or the Third Party Information. Please carefully review all policies and terms applicable to the Third Party Websites and the Third Party Information.

#### 7. Communications with Mktg

All communications and User Content submitted or transmitted by you to Mktg, by electronic mail or otherwise, shall be treated as non-confidential and non-proprietary

information, unless specifically indicated by you either prior to, or contemporaneously with, the submission or transmission of such communications and User Content. You agree that any such communications and User Content may be used by Mktg for any legal reason.

## 8. Privacy

Mktg takes your privacy very seriously. For information about SSI's privacy practices, please review Mktg's Privacy Policy [[Insert Hyperlink Here](#)].

## 9. Disclaimer

THE WEBSITES, INCLUDING ALL INFORMATION, CONTENT, MATERIAL, COMMENTARY AND SERVICES MADE AVAILABLE ON, OR THROUGH, THE WEBSITES, ARE PROVIDED "AS IS". MKTG DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER IN CONNECTION WITH ANY INFORMATION, CONTENT, MATERIAL, COMMENTARY, OR SERVICES MADE AVAILABLE ON, OR THROUGH, THE WEBSITES, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION, CONTENT, MATERIAL, OR COMMENTARY SUBMITTED, UPLOADED, OR POSTED BY ANY PANEL MEMBER. FURTHER, MKTG HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. MKTG DOES NOT WARRANT THAT THE TOOLS OR FUNCTIONS CONTAINED IN THE WEBSITES OR ANY CONTENT, MATERIAL, COMMENTARY, INFORMATION AND/OR SERVICES CONTAINED THEREIN, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SYSTEMS OR THE SERVER(S) THAT SUPPORT THE WEBSITES AND MAKE THE WEBSITES AVAILABLE WILL BE CORRECTED, OR THAT THE SYSTEMS OR THE SERVER(S) THAT SUPPORT THE WEBSITES AND MAKE THE WEBSITES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SSI DOES NOT PROVIDE ACCESS OR CONNECTION TO THE INTERNET AND IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR OMISSIONS OF THIRD PARTIES THAT INTERFERE WITH, LIMIT, RESTRICT, OR PREVENT ACCESS OR CONNECTION TO, OR USE OF, SURVEYS, SSI'S SERVICES, AND/OR THE WEBSITES.

## 10. Changes

All information posted on the Websites is subject to change, at any time, without prior notice. These Terms may be changed at any time without prior notice from Mktg. Any changes to these Terms will be posted in the area or location Mktg deems appropriate. Mktg strongly recommends that you check the Websites frequently for any changes. By using and/or accessing any Website(s), participating in a Survey(s), or receiving or redeeming Incentives, after these Terms have been modified, constitutes your acceptance of these Terms, as modified.

## 11. Indemnification

You agree to indemnify, defend and hold harmless Mktg, its parents, affiliates and subsidiaries and each of their respective divisions, members, managers, shareholders, directors, officers, employees and agents from and against any and all claims, liabilities, losses, judgments, awards, fines, penalties and costs and/or expenses of any kind, including, without limitation, reasonable attorneys' fees and court costs, arising out of, resulting from, in connection with, or caused by, whether directly or indirectly, your breach or violation of these Terms.

[Question: Does Mktg pay incentives?] By accepting Incentives, you hereby release Mktg and its parents, subsidiaries, and affiliates, and each of their divisions, members, managers, shareholders, directors, officers, employees, and agents from any and all liability regarding the redemption of Incentives, use of Incentives, or other participation in Incentive programs.

## 12. Limitations of Liability

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL MKTG BE LIABLE, OR OTHERWISE RESPONSIBLE, TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, FOR ANY REASON(S) OR FOR ANY CAUSE(S), REGARDLESS OF WHETHER MKTG IS INFORMED OF THE POSSIBILITY THE SUCH DAMAGES MAY EXIST.

## 13. Compliance with Applicable Laws

You acknowledge and agree that you will comply with all applicable international, national, Federal, state, and/or local laws, codes, regulations, rules and/or requirements ("Applicable Laws") regarding your: (i) use of, and/or access to, Websites; (ii) participation in Surveys; and/or (iii) [Question: Does Mktg pay incentives?] receipt, redemption, and/or use of Incentives

## 14. Intellectual Property

The names, logos, icons, and graphics used on this website in connection with or identifying the products or services of Mktg, any other content or material embodying or consisting of patentable or copyrightable work on the Mktg site are proprietary marks of Mktg. All other trademarks and or copyrights appearing on the Mktg site are the property of their respective owners, and unless otherwise stated, are not affiliated.

The content of Mktg and the Websites is intended for the personal, noncommercial employment of its users, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or

create derivative works from such materials or content, including Mktg intellectual property.

## 15. Termination

Mktg reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Mktg as a result of this agreement or use of the Site. Mktg's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Mktg's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Mktg with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Mktg with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Mktg with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## 16. Changes to Terms

Mktg reserves the right, in its sole discretion, to change the Terms under which the Sites are. The most current version of the Terms will supersede all previous versions. Mktg encourages you to periodically review the Terms to stay informed of our updates.

## 17. Contact Us

Mktg welcomes your questions or comments regarding the Terms:

Mktg, Inc.  
200 Carleton Avenue  
East Islip, New York 11730

Email Address: ?

Telephone number: 631-277-7000

Last Updated: June 1, 2013

Notes:

1. We'll need to place a link to this Terms and Conditions document on website(s). Let's discuss the optimal way to do that.
2. We'll need to consider placing a link to this Terms and Conditions document on the screens that ask for Facebook 'Likes.'
3. Once Mktg builds a panel, we'll need to:
  - a. Consider placing a link to this Terms and Conditions document on on survey invites
  - b. We'll need to expand to speak to panelist terms, including things like incentives.
  - c. Address any rules associated with sweepstakes that might be run.
  - d. Opt-out
  - e. Termination, deactivation, etc. of accounts.
  - f. Rules for Mktg. employees.
  - g. Other items.