

## SURVEY PAGE TERMS OF SERVICE

### 1. **Welcome**

- 1.1 SMG conducts market research for corporate customer brands to help them analyse and measure consumer preferences about their goods and services.
- 1.2 As part of our services, we operate online feedback surveys ("**SMG Surveys**") for corporate customer brand partners. When you access and complete an SMG Survey, the relevant corporate customer brand partner's name and logo are displayed on that SMG Survey (the "**Brand Partner**").
- 1.3 This document and any documents referred to within it (collectively, the "**Terms of Service**") set out the terms of your relationship with us when you access and respond to questions on an SMG Survey. It is important that you read and understand these Terms of Service before accessing and responding to questions on an SMG Survey.
- 1.4 By using and accessing an SMG Survey, you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not access or respond to questions on the SMG Survey.

### 2. **Information about us**

- 1.1 We have affiliates around the world and so, depending on where the relevant Brand Partner is located, a different company may be collecting your personal information:
  - (a) If the Brand Partner is located in North America, Central America or South America, the Survey is operated by Service Management Group, LLC;
  - (b) If the Brand Partner is located in Europe, the United Kingdom or the Middle East, the Survey is operated by Service Management Group Limited;
  - (c) If the Brand Partner is located in Asia or Oceania, the Survey is operated by Service Management Group GK.
- 1.2 Each of the above companies is referred to in this Terms of Service as "**SMG**", "**we**", "**us**" or "**our**".

### 3. **Information about you**

- 3.1 Your privacy is important to us. Please read our Privacy Policy (<https://smg.com/survey-privacy-policy>) to understand how we collect, use and share information about you.

### 4. **Accessing an SMG Survey**

- 4.1 If you have received a unique code or link from the Brand Partner to access an SMG Survey, either on an online or physical receipt or in an email sent to you by or on behalf of the Brand Partner, you will need to enter that code or follow that link in order to access the relevant SMG Survey.

4.2 You should ensure that you do not share the unique code or link with anyone else, as you will not be able to complete an SMG Survey if that code or link has already been used to submit responses to the SMG Survey.

4.3 You may need to enter certain details about the products or services you received from the Brand Partner in order to access the relevant SMG Survey. We encourage you to ensure that the details you enter are accurate, so that the Brand Partner can identify and respond to any issues that you raise in your responses to the SMG Survey.

## 5. **Your rights to use SMG Surveys**

5.1 You must be 13 years or older and capable in your country of residence of entering into a legally binding agreement to access and respond to questions on an SMG Survey. Some Brand Partners set a different age for completing the SMG Survey for that Brand Partner, and where the SMG Survey that links to these Terms of Service specifies a different minimum age for completing that SMG Survey, that age will apply instead of the age set out in this paragraph.

5.2 You may not access an SMG Survey if you are a person or a resident of a country sanctioned or embargoed by the United States, United Kingdom or Japan.

5.3 The materials and content comprising the SMG Surveys, including all confidential information, copyright and other intellectual property rights, belong to us or our third-party licensors, and we hereby give you permission to access, view and use these materials and content for the sole purpose of accessing and responding to the SMG Surveys in accordance with these Terms of Service.

5.4 Your right to use an SMG Survey is personal to you and you are not allowed to give this right to any other person. Your right to use the SMG Survey does not stop us from giving other people the right to use the SMG Survey.

5.5 Unless allowed by these Terms of Service and as permitted by the functionality of the SMG Survey, you agree:

- (a) not to copy, or attempt to copy any portion of the SMG Survey;
- (b) not to give or sell or otherwise make available any portion of the SMG Survey to anybody else;
- (c) not to change, or attempt to change any portion of the SMG Survey in any way;
- (d) not to look for or access the code of any portion of the SMG Survey that we have not expressly published publicly for general use; or
- (e) not to link to an SMG Survey or cause any part of an SMG Survey to be displayed or appear to be displayed (including by framing, deep linking or in-line linking) on any site.

5.6 Other than as set out in these Terms of Service, we do not give you any other rights in the SMG Surveys. You agree that you have no rights in or to any portion of the SMG Surveys other than the right to use them in accordance with these Terms of Service.

## 6. **Your content**

6.1 You confirm that any images, text or information that you upload or otherwise submit in response to an SMG Survey (collectively, your "**User Content**") will not breach the Rules of Acceptable Use.

6.2 We do not claim ownership of your User Content, and ownership will remain with you and any third party whose content you include in your User Content. Instead, by submitting any User Content you expressly grant us and the Brand Partner a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, make derivative works from, publish, translate, license, sub-license and otherwise make available the User Content anywhere and in any form as required for us to analyse the feedback you provide through the SMG Survey and report to the Brand Partner, in order for the Brand Partner to respond to any comments that you submit in response to the SMG Survey, and in connection with the promotion of any of the Brand Partner's products and services.

6.3 If we or the Brand Partner make any use of your User Content, you agree that you will not be entitled to any compensation or acknowledgement as the author of any User Content or any ideas included in the User Content.

6.4 You are responsible for ensuring that:

- (a) you are able to grant us the above licence for any content owned by a third party that you include in your User Content;
- (b) your User Content does not breach any applicable law; and
- (c) the submission of User Content will not infringe a third party's privacy or other rights.

6.5 Our right to use your User Content does not in any way affect your privacy rights. Please see our Privacy Policy (<https://smg.com/survey-privacy-policy>) which provides information on how we use your personal information.

## 7. **Rules of Acceptable Use**

7.1 In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of SMG Surveys (the "**Rules of Acceptable Use**").

7.2 When accessing, browsing or responding to questions on an SMG Survey you must not:

- (a) copy and/or distribute any content on the SMG Survey;

- (b) bypass, circumvent, disable or otherwise interfere with any security related features of the SMG Survey;
- (c) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure;
- (d) access the SMG Survey for commercial purposes, or accept any payment or commission in relation to the responses you submit other than any incentives or rewards that the Brand Partner offers for completing an SMG Survey;
- (e) give any false or misleading information, impersonate any person or hide or attempt to hide your identity;
- (f) access the SMG Survey if we or the Brand Partner have suspended or banned you from using it;
- (g) advocate, promote or engage in any illegal or unlawful conduct, including any criminal activity, fraud or money laundering, or conduct that causes damage or injury to any person or property;
- (h) modify, interfere, intercept, disrupt or hack the SMG Survey;
- (i) introduce viruses, Trojans, worms, logic bombs, invalid data or other material which could harm the SMG Survey or the equipment of any user of the SMG Survey;
- (j) collect any data from the SMG Survey other than in accordance with these Terms of Service (including by any automated or non-automated "scraping");
- (k) submit or contribute any User Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;
- (l) submit or contribute any User Content that you do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;
- (m) submit or contribute any information or commentary about another person without that person's permission; or
- (n) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the SMG Survey in a manner that sends more request messages to the SMG Survey than a human can reasonably produce in the same period of time (except that we grant the operators of public search engines revocable permission to use spiders to copy publicly available materials from the SMG Survey for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials but not caches or archives of such materials).

7.3 Failure to comply with the Rules of Acceptable Use when using an SMG Survey constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice):

- (a) immediate, temporary or permanent withdrawal of your right to use the SMG Survey;
- (b) issuing of a warning to you;
- (c) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- (d) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

7.4 The responses described in paragraph 7.3 are not exhaustive, and we may take any other action we reasonably deem appropriate.

## **8. Ending our relationship**

8.1 If at any time you do not feel that you can agree to these Terms of Service or any changes made to the Terms of Service, you must immediately stop using any SMG Surveys.

8.2 We may immediately end your use of an SMG Survey if you break the Rules of Acceptable Use, any other important rule(s), or terms and conditions we set for accessing and using SMG Surveys including these Terms of Service.

8.3 We may also withdraw any or all of the SMG Surveys at any time.

8.4 If you or we end your use of an SMG Survey or we withdraw the SMG Survey as described in this paragraph, we may delete any of your User Content, any other information that you have uploaded to that SMG Survey or any other information we hold about you. You will also lose any rights you have to use the SMG Survey or to access our content. You should ensure that you keep a copy of any information or content you use on the SMG Survey, as we will not offer you compensation for any losses you might suffer if you lose your rights to access and use the SMG Survey or any such information or content.

8.5 If you or we end your use of an SMG Survey this will not affect your ability to access and respond to questions on other SMG Surveys.

8.6 Nothing in this paragraph 8 affects any legal rights you may have under the law of the country in which you are resident.

## **9. Links to third party websites and information**

9.1 SMG Surveys may contain links to third-party materials that are not owned or controlled by SMG. SMG does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the SMG Survey or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms of Service and our Privacy Policy do not apply to your use of such sites.

## 10. **Our liability/responsibility to you**

10.1 Certain features of SMG Surveys may rely on networks and connections that are beyond our control. Some of the information provided to you on an SMG Survey may also contain content owned or developed by third parties. We do not own or produce such third-party content and are not otherwise responsible for it in any way.

10.2 We will do our best to ensure that each SMG Survey will always be available to you. However, due to the nature of the Internet and technology, SMG Surveys may be unavailable if we need to undertake any emergency or scheduled maintenance on our systems. This means that we are unable to promise that your access to an SMG Survey will be uninterrupted, without delays, error-free or meet your expectations. We will notify you of any planned outages; however, we may not be able to do this if any outages are caused by circumstances outside of our control.

10.3 Any incentives or rewards for completing an SMG Survey are promoted and administered by the relevant Brand Partner. Please ensure that you check the full terms applicable to the Brand Partner's incentives and rewards schemes for completing the relevant SMG Survey. We will not be responsible to you for any delay or failure to receive a reward, prize or other incentive associated with completing an SMG Survey, unless this is because:

- (a) we have been intentionally or grossly negligent in operating that SMG Survey;
- (b) in operating that SMG Survey we have breached any terms implied by law.

10.4 In any event, we will not be responsible for losses that you suffer from your access to an SMG Survey if the loss is:

- (a) **Unforeseeable**, in that it was not obvious that it would happen and nothing you said to us before you started using an SMG Survey meant we should have expected it;
- (b) **Avoidable**, in that it could have been avoided by you taking reasonable action;
- (c) **A business loss**. The SMG Surveys are made available to collect feedback on individuals' experiences of Brand Partner's products. We will not be responsible to you for any losses you suffer through accessing an SMG Survey in connection with your trade, business, craft or profession.

10.5 The above does not affect your rights under the applicable law of the country in which you are a resident, including our responsibility to you for any fraud or personal injury or death caused by our negligence.

## 11. **Additional terms that apply to US users of SMG Surveys**

11.1 This paragraph applies to you instead of paragraph 10 if you access an SMG Survey from the United States of America.

- 11.2 YOUR USE OF SMG SURVEYS, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH ACCESSING OR COMPLETING SMG SURVEYS IS AT YOUR OWN RISK. THE SMG SURVEYS, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH ACCESSING OR RESPONDING TO SMG SURVEYS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER SMG NOR ANY PERSON ASSOCIATED WITH SMG MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SMG SURVEYS, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH ACCESSING OR RESPONDING TO SMG SURVEYS, OR THAT THEY WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SMG SURVEYS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SMG SURVEYS OR ANY SERVICES OR ITEMS OBTAINED THROUGH ACCESSING OR RESPONDING TO SMG SURVEYS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 11.3 SMG HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.
- 11.4 THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 11.5 SMG, ITS AFFILIATES AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SMG SURVEYS, ANY WEBSITES LINKED TO THE SMG SURVEYS, ANY CONTENT ON THE SMG SURVEYS OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH ACCESSING OR COMPLETING SMG SURVEYS OR SUCH OTHER WEBSITES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE; OR (B) ANY LIABILITY IN EXCESS OF THE VALUE OF THE INCENTIVES OR REWARDS OFFERED BY THE BRAND PARTNER IN RELATION TO YOUR RESPONSE TO THE SMG SURVEY.
- 11.6 THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 12. **Resolving disputes**

- 12.1 If you have a dispute with us relating to your access to and use of an SMG Survey, we would welcome the opportunity to try to make things right and resolve the dispute with you

ourselves. In the first instance please contact us at [legal@smg.com](mailto:legal@smg.com) so that we can attempt to resolve the dispute informally through our internal complaints handling process.

12.2 In the unlikely event that we have not been able to resolve a dispute informally, we will discuss with you the most effective way of resolving the dispute through a formal dispute resolution process.

12.3 This paragraph does not affect your statutory rights.

### 13. **Changes to the SMG Surveys**

13.1 We are constantly updating and improving the SMG Surveys as our products and services develop. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and the SMG Surveys.

13.2 In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the SMG Surveys, or feature relating to an SMG Survey ("**changes to the SMG Surveys**"). These changes to the SMG Surveys, which may occur with or without prior notice, may affect certain features and content available through the SMG Surveys, including deleting and/or removing such content and features.

13.3 You agree that a key characteristic of the SMG Surveys is that changes to the SMG Surveys will take place over time and this is an important basis on which we grant you access to the SMG Surveys. Once we have made changes to an SMG Survey, your continued use of the SMG Survey will show that you have accepted any changes to the SMG Survey. You are always free to stop using the SMG Surveys.

### 14. **Changes to the documents**

14.1 We may revise these Terms of Service from time to time but the most current version will always be at <https://smg.com/smg-services-terms-of-service>.

14.2 Changes will usually occur because of new features being added to the SMG Surveys, changes in the law or areas where we need to clarify our position on something.

14.3 We will notify you of any material changes to these Terms of Service before those changes become effective. However, sometimes minor changes will need to be made immediately and if this happens we will not give you any notice. When we change these Terms of Service we will update the "last modified" date at the top of this page.

14.4 Your continued use of the SMG Surveys after we make any changes to these Terms of Service will indicate that you have agreed to those changes. If you do not agree to any of the changes to these Terms of Service you should not use or access (or continue to use or access) any SMG Surveys.

### 15. **Documents that apply to our relationship with you**

15.1 The then-current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you at any time.

15.2 We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the SMG Surveys. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service will still apply to our relationship.

15.3 If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

## 16. **Law**

16.1 If you are in the European Economic Area, these Terms of Service are governed by the law of the country in which you are resident, and we agree that any dispute arising from or related to your access to and use of the SMG Surveys will be heard in the courts of that country.

16.2 If you are in the United States:

(a) These Terms of Service are governed by and construed and enforced in accordance with the laws of the State of New York (United States), without giving effect to any choice or conflict of law provision or rule.

(b) Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the SMG Surveys shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16.3 If you access the SMG Surveys from outside the European Economic Area or the United States, English law will apply to all disputes and the interpretation of these Terms of Service. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to your access to and use of the SMG Surveys. This does not, however, affect your rights under the law of the country in which you are resident, including (where applicable) your right to have a dispute in relation to your access to and use of the SMG Surveys heard in the courts of that country.

## 17. **California residents**

17.1 This paragraph applies to you if you are resident in the State of California.

17.2 The SMG Surveys are owned and/or operated by Service Management Group, LLC, 4049 Pennsylvania Street, Suite 203/PMB 1063, Kansas City, MO 64111. SMG's contact phone number is 1 (240) 376-2296. Unless otherwise expressly stated, the SMG Surveys are provided without charge.

17.3 To file a complaint regarding SMG Surveys or to receive further information regarding use of SMG Surveys, send a letter to Service Management Group, LLC, Attn: Legal, 4049

Pennsylvania Street, Suite 203/PMB 1063, Kansas City, MO 64111 or contact us via email at [legal@smg.com](mailto:legal@smg.com) (with "California Resident Request" as the Subject Line).

17.4 In accordance with Cal. Civ. Code §1789.3, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

18. **Contact, feedback and complaints**

18.1 If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at [legal@smg.com](mailto:legal@smg.com).

18.2 We value hearing from our users, and we are always interested in learning about ways we can improve the SMG Surveys.