

These terms apply to services available through Momentive’s enterprise sales team. For services purchased on Momentive’s websites please see our Self-Serve Audience Terms (<https://www.surveymonkey.com/mp/legal/surveymonkey-audience-tos/>).

## Enterprise Audience Service-Specific Terms

LAST UPDATED: October 10, 2022

These Enterprise Audience Service-Specific Terms (“**SSTs**”) are additional terms that apply specifically to Customer’s use of SurveyMonkey Audience responses (referred to as “**SurveyMonkey Audience**” or “**Audience**”), Market Research Credits (“**Credits**”), and our market, product, and brand insight solutions, and professional services (collectively “**Market Research Services**”) and are subject to and incorporated into the Momentive Governing Services Agreement (“**Agreement**”) between the parties. Capitalized but otherwise undefined terms in these SSTs have the meanings given to them in the Agreement.

### 1. Definitions

- “**Audience Survey**” or “**survey**” means a survey created by or for you and hosted by Momentive which you distribute in accordance with these SSTs.
- “**Completed Survey Response**” means where Momentive invites a Target Panelist (typically via email) to take your survey and the Target Panelist clicks the link to the survey, qualifies via any screening question(s), answers all the survey questions that he or she is required to answer, and reaches the end of the survey. In the situation where a Target Panelist has been disqualified from progressing further in a survey because of their response to a screening question, such disqualified responses do not count as Completed Survey Responses . For the avoidance of doubt, a Completed Survey Response only includes responses from Target Panelists.
- “**Panelist**” means each person in a panel of survey takers.

- **“Pro Rata Refund”** means a refund of fees paid for an Audience purchase, prorated on the basis of the number of Completed Survey Responses already provided to you, if any.
- **“Profiled Targeting Criteria”** means the pre-profiled characteristics selected by you from a list of characteristics provided by Momentive.
- **“Purchase Specifications”** are your Profiled Targeting Criteria and the number of Completed Survey Responses you desire.
- **“Profiled Targeting Criteria”** means the pre-profiled characteristics selected by you from a list of characteristics provided by Momentive.
- **“Target Panelists”** are Panelists who possess the Profiled Targeting Criteria.

## 2. Market Research Services Purchase Request

If you wish to use Momentive’s survey tools to send a survey to Panelists that meet the Profiled Targeting Criteria, you may submit the Profiled Targeting Criteria to us along with your Purchase Specifications. Momentive will then provide you with pricing and an estimated timeframe for the delivery of your Completed Survey Responses.

Momentive cannot guarantee that it will be able to provide the number of Completed Survey Responses you desire in the timeframe specified due to uncertainties inherent in the Panelist provisioning process and the variability of response rates. Refer to Section 4 if we cannot meet your Purchase Specifications.

## 3. SurveyMonkey Audience Requirements

**3.1 Surveys Requirements. Your survey must comply with the following criteria:**

### (a) Survey Content and Structure

1. **No collection of personal information.** Your survey may not collect personal information from your Target Panelists unless your Target Panelists have voluntarily agreed to it and the Agreement expressly permits it. Personal information includes email addresses, phone numbers, mailing addresses, user names, IP addresses, MAC addresses, or anything else that could constitute personal information under applicable law.

2. **No collection of sensitive information.** Your survey may not collect credit card information, passwords, social security numbers, or similar types of sensitive identifying information from your Target Panelists.
3. **Prohibited content.** Unless Momentive has given you written approval, your survey may not relate to alcohol, tobacco, or recreational drug products if targeted towards Target Panelists below the legal age limit for consumption.
4. **No marketing or recruitment activities.** SurveyMonkey Audience helps our customers perform market research. It is not to be used to directly market a product, service or concept to survey respondents. Your survey may not request Target Panelists to complete tasks outside of your survey, including visiting another website, purchasing or subscribing to a product or service, applying for a job, or closing their web browser.

#### **(b) Survey Quality**

1. **Survey respondent complaints.** Your survey may be suspended or cancelled if negative feedback from Target Panelists reveals that your survey does not comply with these SSTs or the Agreement.
2. **Poor response rates.** Momentive may suspend or cancel a SurveyMonkey Audience survey due to a materially lower than average response rate. We calculate response rates by dividing the number of Completed Survey Responses plus disqualified Panelists by the number of Target Panelists who began taking the survey.

### **3.2 Effect of Failure to Meet Survey Requirements.**

If Momentive becomes aware that your survey does not reasonably meet the requirements set forth in Section 3.1, Momentive will inform you in writing and provide you with the opportunity to modify your survey to remedy the non-compliance. If your survey is already in progress when we reasonably determine that it does not meet the requirements set forth in Section 3.1, we will suspend the deployment of your survey to additional Target Panelists and provide you with one opportunity to remedy and redeploy your survey. If your survey is not or cannot be made compliant within thirty (30) days of Momentive informing you of such non-compliance, Momentive may cancel your purchase with cause.

### **3.3 Responsibility for Survey Content**

Notwithstanding any involvement by Momentive in the preparation of your survey content, you agree that you, and not Momentive, will be responsible for the final

approval of all content in your surveys. Momentive will not be responsible for any errors or omissions made in your surveys.

### **3.4 An Active Subscription Required.**

Customer must have an active subscription to our Enterprise or Market Research solutions (each a “**Survey Subscription**”) to purchase and use SurveyMonkey Audience. If your Survey Subscription expires prior to the expiration of SurveyMonkey Audience, you must renew your Survey Subscription to continue to use SurveyMonkey Audience.

### **4. Refunds and Inability to Meet Purchase Specifications.**

Momentive will, upon your request, issue a Pro Rata Refund of the fees you paid for your purchase of SurveyMonkey Audience if: (1) you have remained in compliance with these SSTs and Momentive is unable to collect your desired number of Completed Survey Responses within a reasonable timeframe (from the date on which your survey is sent to Target Panelists); or (2) Momentive cancels your purchase without cause. Notwithstanding the foregoing, no refund shall be available if you alter your survey (i) in any way that has not been approved by Momentive or (ii) after it was deployed to the Target Panelists.

### **5. Privacy**

**5.1** In accordance with the Agreement, you always own all of your survey data, and we regard it as your confidential information. In connection with your use of SurveyMonkey Audience, the only time we will disclose or share your survey data to a third party is:

- (a) when legally required to disclose and we have given you notice;
- (b) in aggregated form, to improve panel quality and integrity over time and to screen for fraud and abuse; and
- (c) to fulfill a Target Panelist’s data access request.

**5.2** You agree that Momentive may use your SurveyMonkey Audience survey responses and other survey data to provide other purchasers of SurveyMonkey Audience with additional targeting criteria so they can target more specific sets of Panelists. Momentive may also use techniques like machine learning on your Audience Survey responses in order to assess (1) response quality and (2) Target Panelist compliance with the relevant terms of service so we can maintain consistent and reliable Target Panelists. However, other than these uses and the use of Benchmarks (<https://www.surveymonkey.com/mp/legal/benchmarks-tos/>) within our

Market Research Services, we do not use your Audience Survey data for our own uses, nor will we directly share actual survey responses with any other Audience purchaser.

## **6. Purchase of Credits**

By purchasing Credits, you are prepaying for SurveyMonkey Audience responses and/or our market, product, and brand solutions, including professional services, that you may order from time to time. Credits may not be used to purchase any other products or services offered by Momentive. The purchase amount for Credits is nonrefundable. Credits must be used within one (1) year of purchase and there is no refund of the purchase amount if the Credits are not used within this period. Provided, however, that any additional Credits purchased with or subsequent to a Market Research Subscription package, as described on the Order Form, will co-terminate with such Market Research Subscription package. Credits are non-transferable except with respect to the transfer of Credits between End User accounts (e.g. various Customer departments or product groups who have entered into an Order Form for the purchase of Market Research Services) whose Credits are in the same currency. Such transfer must be performed by the primary administrator. Customer is solely responsible for managing and administering its Credits and any usage thereof. Momentive shall not be responsible for any taxes arising from the transfer. Credits do not represent a monetary claim against Momentive. Credits are not stored value, money, monetary value, or the right to access funds or the value of funds.

## **7. Delivery Disclaimer**

Momentive makes no representation or warranty that the Target Panelists do, in fact, possess or meet the Required Criteria which they have represented to Momentive as possessing or meeting.