

Audience Self-Serve Terms of Service

These terms apply to SurveyMonkey Audience responses purchased on Momentive's websites. For terms applicable to SurveyMonkey Audience responses or Market Research Services offered through Momentive's enterprise sales team, please see our Enterprise Audience Terms of Service [here](https://www.surveymonkey.com/mp/legal/enterprise-audience-tos/) (https://www.surveymonkey.com/mp/legal/enterprise-audience-tos/).

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These SurveyMonkey Audience Self-Serve Terms of Service (“**Audience Terms**”) are “**Additional Terms**” to the Momentive Terms of Use (<https://www.surveymonkey.com/mp/legal/terms-of-use/>) (“**TOU**”) and, together, they govern your purchase, acceptance, or use of Momentive's solutions and services that include SurveyMonkey Audience responses (referred to as “**SurveyMonkey Audience**” or “**Audience**”) and Market Research Credits (referred to as “**Market Research Credits**” or “**Credits**”), and the Momentive market, product, and brand insights solutions (collectively, “**Market Research Service(s)**”). Market Research Services is a “**Service**” under the TOU. Capitalized but otherwise undefined terms in these Audience Terms have the meanings given to them in the TOU.

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 Audience Terms.
- “**Completed Survey Response(s)**” 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 past any Screening Question(s), answers all the survey questions that he or she is required to answer and reaches the end of the survey. For the avoidance of doubt, a Completed Survey Response only includes responses from Qualified Panelists. 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.

- **“Panelist(s)”** means each person in a panel of survey takers.
- **“Purchase”** means a purchase of a Momentive solution that includes Audience responses.
- **“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 characteristics selected by you from a list of characteristics provided by Momentive.
- **“Purchase Specifications”** are your Profiled Targeting Criteria, your Qualification Rate, and the number Completed Survey Responses you desire.
- **“Qualified Panelist”** are Target Panelists who qualify past any Screening Questions to take your survey.
- **“Qualification Rate”** also **“Incidence Rate”** means the percentage of Target Respondents who you expect to qualify past your Screening Questions to participate in your survey. If you have a Screening Question in your survey, you will be required to provide a Qualification Rate estimate prior to Purchase.
- **“Target Members”** are a set of Members who possess the Required Criteria.

2. How Audience Works

2.1 Making an Audience Purchase Request.

If you wish to use our survey tools to send a survey to Panelists that meet the Profiled Targeting Criteria, you may submit those Profiled Targeting Criteria to us

along with your Purchase Specifications.

When you provide us with your Purchase Specifications, we will provide you with pricing and an estimated timeframe for the delivery of your Completed Survey Responses.

You may then confirm your Purchase Specifications and, if required, submit your payment details in order to make your Purchase request. **Your submission of a Purchase request indicates your acceptance of these Audience Terms.**

We will confirm receipt of your Purchase request by providing an invoice or other order confirmation document.

2.2 Purchase Request Approval Process.

Upon receiving your Purchase request, we will evaluate it and inform you whether we can fulfill it. We evaluate Purchase requests based on a variety of factors. One reason we may be unable to accept your Purchase request is because we believe that we have an insufficient number of available Panelists meeting your Profiled Targeting Criteria and Qualification Rate estimate to deliver the number of Completed Survey Responses that you requested.

Acceptance of your Purchase request is not a guarantee that we will be able to provide the number of Completed Survey Responses you desire in the timeframe specified. Any timeframes specified are estimates only. Although we will only accept your Purchase request if we believe we can satisfy your Profiled Targeting Criteria, uncertainties inherent in the Panelist provisioning process, accuracy of the Qualification Rate estimates, and the variability of response rates mean that we do not and cannot guarantee this. Refer to Section 5.2 if we cannot meet your Purchase Specifications.

2.3 Payment for Audience

If we accept your Purchase request, you will be required to make payment before we will deploy your survey to Panelists. If you pay by credit card, your credit card on file will be charged at that time. If you pay by using Credits, they will, subject

to the terms below, be applied to pay the fees incurred from your Purchase at that time.

3. Additional Requirements, Limitations, and Restrictions on Audience

3.1 Audience Surveys Requirements.

Your survey must comply with any restrictions published on our SurveyMonkey Audience website at the time you submit a request to make a Purchase and also meet the following criteria:

(a) Survey content and structure

1. Duration.

Your survey must not take Target Panelists more than 15 minutes, on average, to complete, as determined at Momentive's discretion.

2. No collection of personal information.

Your survey may not collect personal information from your Target Panelists. This includes any unique identifiers including name, email addresses, phone numbers, mailing addresses, user names, IP addresses, MAC addresses, or any other information that could constitute personal data under Data Protection Legislation.

3. No collection of sensitive personal information.

Your survey may not collect credit card information, passwords, social security numbers, or similar types of sensitive identifying information from your Target Panelists.

4. Prohibited content.

Unless we have given you written approval, your survey may not: (a) relate to alcohol, tobacco, or recreational drug products, if targeted towards Target Panelists below the legal age limit for consumption; (b) relate to or contain pornography; or (c) violate our Acceptable Uses Policy

(<https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/?>

[ut_source=legal&ut_source2=surveymonkey-audience-tos&ut_source3=inline](https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/?)) (including the minimum user age requirement).

5. No marketing or recruitment activities.

SurveyMonkey Audience is designed to assist our customers perform research. It is not intended to be used primarily 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.

If we receive negative feedback from Target Panelists about your survey, we will review such feedback. Your survey may be suspended or cancelled if such feedback reveals that your survey does not comply with these Audience Terms or the Acceptable Uses Policy

(<https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/?>

[ut_source=legal&ut_source2=surveymonkey-audience-tos&ut_source3=inline](https://www.surveymonkey.com/mp/legal/acceptable-uses-policy/?)).

2. Poor response rates.

Any particular Audience survey in progress may be suspended or cancelled if we determine that it receives a materially lower response rate than the average Audience survey after it has been launched. We calculate response rates based on the total number of Panelists who were able to successfully complete a survey (regardless of qualification) divided by the total number of Panelists who begin taking the survey.

Abnormally low response rates often indicate a problem with the design of a survey and we may be able to provide you with tips on how to update your survey to improve response rates.

Although we may reject your Purchase request because your survey does not meet the requirements in this Section, approval of your Purchase request does not mean your survey does or will in fact meet all such requirements. Additionally, we reserve the right to refuse to deploy any survey due to it containing content that it, in our sole discretion, regards as inappropriate. In such an event, if the issues with the survey are not or cannot be resolved, your Purchase may be cancelled by us in accordance with Section 4.1.

3.2 Effect of Failure to Meet Survey requirements.

If we become aware that your survey does not reasonably meet the requirements set forth in Section 4.1, we 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 4.1, 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 our informing you of such non-compliance, we will have no further obligations to you in relation to your Purchase.

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 Audience Surveys. Momentive will not be responsible for any errors or omissions made in your surveys.

3.4 SurveyMonkey Account Required.

Because surveys are deployed using our survey platform, you must have a SurveyMonkey account in order to use SurveyMonkey Audience. If you do not have access to such an account, you will need to obtain one before making a Purchase.

4. Cancellation and Refunds with Respect to Audience Surveys

4.1 Cancellation of Your Purchase.

Once a payment has been made for a Purchase, it is NOT refundable, except in limited circumstances. We may cancel your Purchase at any time without cause, in which case you will be eligible for a refund as described below.

4.2 Refunds and Inability to Meet Purchase Specifications.

We will, upon your request, issue you with a Pro Rata Refund of fees you paid for your purchase of SurveyMonkey Audience if (1) you have remained in compliance with these Audience Terms and all Audience policies and we are 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) we cancel your Purchase without cause. The Pro Rata Refund shall be in the same form as the method you purchased SurveyMonkey Audience with.

Notwithstanding the foregoing, no refund shall be available if you alter your survey in any way that has not been approved by us after it (i) has been reviewed by us or (ii) deployed to the Target Panelists (including altering its questions or the configuration of the collectors used by SurveyMonkey Audience). In addition, we will not issue a refund in cases where we are unable to collect your desired number of Completed Survey Responses due to factors within your control, including but not limited to: (a) proper measurement of anticipated Incidence Rate; (b) employing proper Profiled Targeting Criteria to obtain your desired demographic targeting; and (c) adherence to our SurveyMonkey Audience Design Guidelines (<https://help.surveymonkey.com/en/solutions/audience-guidelines/>).

5. Privacy

5.1 Privacy Statement.

Your Purchase and use of Audience is subject to:

(a) the SurveyMonkey Contribute Privacy Notice

(<https://www.surveymonkey.com/mp/legal/surveymonkey-contribute-privacy-notice/?>

[ut_source=legal&ut_source2=surveymonkey-audience-tos&ut_source3=inline](https://www.surveymonkey.com/mp/legal/surveymonkey-contribute-privacy-notice/?ut_source=legal&ut_source2=surveymonkey-audience-tos&ut_source3=inline)), in which you are a

“Panel Buyer”, if the Source of Target Panelist (as defined in Section 7.1) used for your Audience Survey is SurveyMonkey Contribute;

(b) the SurveyMonkey Rewards Privacy Notice

(https://www.surveymonkey.com/rewards/privacy_statement/?ut_source=legal&ut_source2=privacy-information-specific-to-other-services&ut_source3=inline), in which you are a “Survey Creator”, if the Source of Target Panelist used for your Audience Survey is SurveyMonkey Rewards;

(c) the SurveyMonkey Third Party Panel Privacy Notice

(<https://www.surveymonkey.com/mp/legal/third-party-panelist-privacy-notice/>), in which you are a “Creator”, if the Source of Target Panelists used for your Audience Survey is a third party Panel Provider; and

(d) our main Privacy Notice ([https://www.surveymonkey.com/mp/legal/privacy/?](https://www.surveymonkey.com/mp/legal/privacy/?ut_source=legal&ut_source2=surveymonkey-audience-tos&ut_source3=inline)

[ut_source=legal&ut_source2=surveymonkey-audience-tos&ut_source3=inline](https://www.surveymonkey.com/mp/legal/privacy/?ut_source=legal&ut_source2=surveymonkey-audience-tos&ut_source3=inline)), which also applies to SurveyMonkey Audience.

5.2 Differing Treatment of Surveys.

Please note that your Audience Surveys (including as used in connection with our Market Research Solutions) are treated differently from non-SurveyMonkey Audience surveys created on our platform. Accordingly, you agree that Momentive may use your Audience Survey responses and other survey data to provide other Audience purchasers with additional Profiled Targeting Criteria so they can target more specific sets of Panelists. Momentive may also use techniques like machine learning on your Audience Survey responses for determining their quality and compliance with the relevant terms of service with the Target Panelists so that 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, Momentive does not use your Audience Survey data for its own uses, nor will Momentive directly share actual survey responses with any other SurveyMonkey Audience purchaser.

6. How Credits Work

6.1 Making a Credits Purchase.

By purchasing, accepting, or using Credits, you are prepaying for Audience responses and our Market Research Solutions that you may order from time to time. Credits may only be used for these purposes and exclude any other products or services offered by Momentive. You must use your Credits within one (1) year of purchase. There is no refund of the purchase amount if the Credits are not used within this period. Credits are non-transferable except with respect to the transfer of Credits among members of the same SurveyMonkey Teams plan whose credits are in the same currency. Your Team is solely responsible for managing and administering your Credits and any usage thereof. Credits do not represent a monetary claim against Momentive, and Credits are not stored value, money, monetary value, or the right to access funds or the value of funds.

Momentive acknowledges that the laws of certain jurisdictions provide legal rights to consumers with respect to expiration dates that may not be overridden by contract or waived by those consumers. If you are such a consumer and such a law applies to this transaction, nothing in these TOU limits any of those consumer rights.

You may check your available balance of Credits in the My Account section of your SurveyMonkey account. Momentive reserves the right to correct your Credits balance if we believe that a clerical, billing, or accounting error has occurred.

7. General

7.1 Source of Target Panelists.

Target Panelists may be sourced by Momentive from a variety of survey panels. Unless otherwise agreed upon by Momentive in writing, the survey panel or panels will be selected at Momentive's discretion ("Source of Target Panelists").

Momentive's selections are intended to closest meet what Momentive understands your Profiled Targeting Criteria to be. If Momentive sources Target Panelists from third party providers, Momentive will remain responsible to you for all performance required under these Audience Terms.

7.2 Delivery Disclaimer.

Momentive does not represent or warrant that: (a) even if your Purchase request is accepted, that you will be able to collect your desired number of Completed Survey Responses in any specified timeframe; and (b) Panelists do, in fact, possess or meet the Profiled Targeting Criteria which they have represented to Momentive as possessing or meeting.

7.3 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOMENTIVE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING AUDIENCE, INCLUDING REGARDING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR QUALITY OF THE MARKET RESEARCH SERVICE, OR THE ACCURACY OF SUCH SERVICE OR ANY INFORMATION DERIVED FROM THE USE OF SUCH SERVICE.

7.4 Entire Agreement.

These Audience Terms and all policies and other documents referenced in these Audience Terms constitute the entire agreement between you and Momentive, and supersede all prior and contemporaneous communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No amendment to or waiver of these Audience Terms is valid unless it is in writing and signed by both you and Momentive.

7.5 Contracting Entity.

If you are resident or have your principal place of business in the United States, the Market Research Service is provided to you by Momentive Inc. Otherwise, the Market Research Service is provided to you by Momentive Europe UC.