

# SurveyMonkey Audience Terms of Service

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These SurveyMonkey Audience Terms of Service (“**Audience Terms**”) are either “**Additional Terms**” to the SurveyMonkey Terms of Use (<https://www.surveymonkey.com/mp/legal/terms-of-use/>) or to a SurveyMonkey Master Services Agreement (<https://www.surveymonkey.com/mp/legal/msa/>) or similar document (each, the “**TOU**”, as applicable) and, together, they and the terms referred therein govern your purchase, acceptance, or use of SurveyMonkey Audience (“**SurveyMonkey Audience**”) and SurveyMonkey Audience Credits (“**SurveyMonkey Audience Credits**”) (SurveyMonkey Audience and SurveyMonkey Audience Credit, collectively “**Audience Services**”). Audience Services are 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

- “**Finished survey response**” means where SurveyMonkey invites a Target Member (typically via email) to take your survey and the Target Member clicks the link to the survey, 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 Finished survey response includes the situation where a Target Member has been disqualified from progressing further in a survey because of their response to a survey question which has screened them out from such progression.
- “**Member**” means each person in a panel of survey takers.
- “**Purchase**” means a purchase of SurveyMonkey Audience and/or SurveyMonkey Audience Credits.

- “**Pro Rata Refund**” means a refund of fees paid for a SurveyMonkey Audience purchase, prorated on the basis of the number of Finished survey responses already provided to you, if any.
- “**Purchase Specifications**” are your Required Criteria and the number Finished survey responses you desire.
- “**Required Criteria**” means the characteristics selected by you from a list of characteristics provided by SurveyMonkey.
- “**SurveyMonkey Audience Survey**” or “**survey**” means a survey created by you and hosted by SurveyMonkey which you distribute in accordance with these Audience Terms.
- “**Target Members**” are a set of Members who possess the Required Criteria.

## 2. How SurveyMonkey Audience Works

### 2.1 Making a SurveyMonkey Audience Purchase Request.

If you wish to use SurveyMonkey’s survey tools to send a survey to Members that meet the Required Criteria, you may submit those Required Criteria to us along with your Purchase Specifications.

When you provide SurveyMonkey with your Purchase Specifications, SurveyMonkey will provide you with pricing and an estimated timeframe for the delivery of your Finished 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 SurveyMonkey Audience Purchase Request Approval Process.

Upon receiving your Purchase request, SurveyMonkey will evaluate it and inform you whether we can fulfill it. SurveyMonkey evaluates Purchase requests based on a variety of factors. One reason SurveyMonkey may be unable to accept your Purchase request is because we believe that we have an insufficient number of

available Members meeting your Targeting Criteria to deliver the number of finished survey responses that you requested.

Acceptance of your Purchase request is not a guarantee that SurveyMonkey will be able to provide the number of Finished survey responses you desire in the timeframe specified. Any timeframes specified are estimates only. Although SurveyMonkey will only accept your Purchase request if we believe we can satisfy your Targeting Criteria, uncertainties inherent in the Member provisioning process and the variability of response rates mean that SurveyMonkey does not and cannot guarantee this. Refer to Section 5.2 if we cannot meet your Purchase Specifications.

### **2.3 Payment for SurveyMonkey Audience**

Unless otherwise agreed in a SurveyMonkey Master Services Agreement (<https://www.surveymonkey.com/mp/legal/msa/>) or similar document, if SurveyMonkey accepts your Purchase request, you will be required to make payment before we will deploy your survey to Members. If you pay by credit card, your credit card on file will be charged at that time. If you pay by using Audience 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 SurveyMonkey Audience**

### **3.1 SurveyMonkey Audience Surveys Requirements.**

Your survey must comply with any restrictions published on the 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 Members more than 15 minutes, on average, to complete, as determined by SurveyMonkey at our discretion.

##### **2. No collection of personal information.**

Your survey may not collect personal information from your Target Members. This includes email addresses, phone numbers, mailing addresses, user names, IP addresses, MAC addresses, or anything else that could constitute personal data under law.

### **3. 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 Members.

### **4. Prohibited content.**

Unless SurveyMonkey has given you written approval, your survey may not: (a) relate to alcohol, tobacco, or recreational drug products, if targeted towards Target Members below the legal age limit for consumption; (b) relate to or contain pornography; or (c) violate the Survey Content Policy located at <https://www.surveymonkey.com/mp/legal/content-policy/> (<https://www.surveymonkey.com/mp/legal/content-policy/>).

### **5. No marketing or recruitment activities.**

The Audience Service 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 Members 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 SurveyMonkey receives negative feedback from Target Members about your survey, SurveyMonkey will review such feedback. Your survey may be suspended or cancelled if such feedback reveals that your survey does not comply with this Content Policy.

### **2. Poor response rates.**

Any particular Audience Services survey in progress may be suspended or cancelled if SurveyMonkey determines that it receives a materially lower response rate than the average Audience Services survey after it has been launched. We calculate response rates based on the number of Finished Survey responses (including those who may be screened out from a survey) divided by the number of Target Members who begin taking a 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.

**It is your responsibility to ensure that your survey complies with the foregoing requirements before making a Purchase request.**

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, SurveyMonkey reserves the right to refuse to deploy any survey due to it containing content that it, in its 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 SurveyMonkey in accordance with Section 5.1.

**3.2 Effect of Failure to Meet Survey requirements.**

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

**3.3 Responsibility for Survey Content.**

Notwithstanding any involvement by SurveyMonkey in the preparation of your survey content, you agree that you, and not SurveyMonkey, will be responsible for the final approval of all content in your SurveyMonkey Audience Surveys. SurveyMonkey will not be responsible for any errors or omissions made in your surveys.

**3.4 SurveyMonkey Account Required.**

Because surveys are deployed using SurveyMonkey's survey platform, you must have a subscription to, or have authorization to use, 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 SurveyMonkey Audience Surveys

## 4.1 Cancellation of Your Purchase of SurveyMonkey Audience.

Once a payment has been made for a SurveyMonkey Audience purchase, it is NOT refundable, except in limited circumstances. SurveyMonkey 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.

SurveyMonkey will, upon your request, issue you with a Pro Rata Refund of fees you paid for your Purchase if (1) you have remained in compliance with these Audience Terms and all SurveyMonkey Audience policies and SurveyMonkey is unable to collect your desired number of Finished survey responses within a reasonable timeframe (from the date on which your survey is sent to Target Members); or (2) SurveyMonkey cancels your Purchase without cause.

Notwithstanding the foregoing, no refund shall be available if you alter your survey in any way that has not been approved by SurveyMonkey after it (i) has been reviewed by SurveyMonkey or (ii) deployed to the Target Members (including altering its questions or the configuration of the collectors used by Audience Services).

## 4.3 Consumer Customers Located in the European Union.

If you are a consumer located in the European Union, you may cancel your purchase by giving SurveyMonkey notice within the 14-day period following your purchase and without giving any reason. To exercise the right to cancel, you must inform SurveyMonkey at [support@surveymonkey.com](mailto:support@surveymonkey.com) of your decision to cancel this contract or by filling out the cancellation form at [http://help.surveymonkey.com/articles/en\\_US/kb/Subscription-Cancellation-Policy-Europe-only?](http://help.surveymonkey.com/articles/en_US/kb/Subscription-Cancellation-Policy-Europe-only?) If you cancel your purchase pursuant to this section, we will reimburse to you any payments received from you without undue delay and in any event not later than 14 days from the day on which we receive notice of your decision to cancel. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement. Notwithstanding the foregoing, if you have received Finished survey responses during the cancellation period, we will issue you a Pro Rata Refund that does not include reimbursement for Finished survey responses

you received up until the time we received notice of your decision to cancel. Following cancellation, you will not have any further right to receive your Purchase.

## 5. Privacy

### 5.1 Privacy Statement.

Your Purchase and use of SurveyMonkey Audience is subject to (a) the SurveyMonkey Contribute Privacy Statement at <https://contribute.surveymonkey.com/privacy> (<https://contribute.surveymonkey.com/privacy>), in which you are a “Panel Buyer”, if the Source of Target Member (as defined in Section 7.1) used for your SurveyMonkey Audience Survey is SurveyMonkey Contribute, and (b) the SurveyMonkey Privacy Policy at <https://www.surveymonkey.com/mp/legal/privacy-policy/> (<https://www.surveymonkey.com/mp/legal/privacy-policy/>), which also applies to SurveyMonkey Audience.

### 5.2 Differing Treatment of Surveys.

Please note that your SurveyMonkey Audience Surveys are treated differently from non-SurveyMonkey Audience surveys created on SurveyMonkey. Accordingly, you agree that SurveyMonkey may use your SurveyMonkey Audience Survey responses and other survey data to provide other SurveyMonkey Audience purchasers with additional targeting criteria so they can target more specific sets of Members. SurveyMonkey may also use techniques like machine learning on your SurveyMonkey Audience Survey responses for determining their quality and compliance with the relevant terms of service with the Target Members so that we can maintain consistent and reliable Target Members. However, other than these uses, SurveyMonkey does not use your SurveyMonkey Audience Survey data for its own uses, nor will SurveyMonkey directly share actual survey responses with any other SurveyMonkey Audience purchaser.

## 6. How SurveyMonkey Audience Credits Works

### 6.1 Making a SurveyMonkey Audience Credits Purchase.

By purchasing, accepting, or using SurveyMonkey Audience Credits, you are prepaying for SurveyMonkey Audience responses that you may order from time to time. Audience Credits may only be used for such responses and exclude any other products or services offered by SurveyMonkey. You must use your Audience Credits within one (1) year of purchase. There is no refund of the purchase amount if the Audience Credits are not used within this period. Audience Credits are non-transferable except with respect to the transfer of Audience Credits between holders of accounts belonging to the same SurveyMonkey Enterprise plan whose Audience Credits are in the same currency. Such transfer must be performed by the Enterprise plan's primary administrator. SurveyMonkey shall not be responsible whatsoever for any taxes arising from the transfer. Audience Credits do not represent a monetary claim against SurveyMonkey, and Audience Credits are not stored value, money, monetary value, or the right to access funds or the value of funds.

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

## 7. General

### **7.1 Source of Target Members.**

Target Members may be sourced by SurveyMonkey from a variety of survey panels. Unless otherwise agreed upon by SurveyMonkey in writing, the survey panel or panels will be selected at SurveyMonkey's discretion ("Source of Target Members"). SurveyMonkey's selections are intended to closest meet what SurveyMonkey understands your Required Criteria to be. If SurveyMonkey sources Target Members from third party providers, SurveyMonkey will remain responsible to you for all performance required under these Audience Terms.

### **7.2 Delivery Disclaimer.**



SurveyMonkey 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 finished survey responses in any specified timeframe; and (b) Members do, in fact, possess or meet the Required Criteria which they have represented to SurveyMonkey as possessing or meeting.

### **7.3 DISCLAIMER OF WARRANTIES.**

EXCEPT AS EXPRESSLY PROVIDED HEREIN OR EXCEPT AS EXPRESSLY PROVIDED IN A SURVEYMONKEY MASTER SERVICES AGREEMENT (<https://www.surveymonkey.com/mp/legal/msa/>) OR SIMILAR DOCUMENT BETWEEN THE PARTIES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURVEYMONKEY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SURVEYMONKEY AUDIENCE, INCLUDING REGARDING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR QUALITY OF THE SURVEYMONKEY AUDIENCE 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 SurveyMonkey, 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 SurveyMonkey.

### **7.5 Contracting Entity.**

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