

## **MALANA RESEARCH GENERAL TERMS AND CONDITIONS FOR PANELLISTS AND RESPONDENTS**

### **Introduction**

This is general terms and conditions which are governed by Malana Research apply to the Panellists/ Respondent for the purpose of participating in Market Research surveys and related activities. All panelists/respondents must comply with the details of the terms and conditions are outlined below.

### **Definitions**

"Panel" refers to the proprietary database where the details of Panellists are maintained.

"Panellists" refers to an individual who is part of the Panel and has agreed to participate in the surveys, opinion polls etc. momentarily.

"Respondent" refers to any individual/member/panellists who participates in the market research surveys, opinion polls etc.

"Fieldwork" refers to the market research survey activity that is conducted where respondents participate to provide answers/ opinions to the questions based on various aspects in conjunction with the survey objective.

"Client" refers to any individual or organization who commissions the project from the company.

"Company" refers to Malana Research

### **Standard Commitments**

All Panelists/ Respondents must adhere to the following:

Must not create any false profile in the Panel.

Must not use or sell any information or survey findings to any third party directly or any indirect means.

Must not misuse right to use intellectual proprietary of the panel network & the security.

Must not post or encourage any content that is harmful or unsolicited.

Must not encourage other members to create any conflict with the terms

### **Intellectual Proprietary, Confidentiality & Liability**

All materials/content without any limitation related to survey, design, photograph, videos, trade names etc. in the survey/panel/company websites are subject to the rights of intellectual property but not limited to copyrights/trademarks are controlled by the owner unless otherwise noted. All owners including survey/panel authority or third party owner of any material/content are subject to protect the information/ content and shall adhere to the general laws of privacy, and shall not cause any damage to the property under any form.

Panellists/ Respondents must adhere to the privacy of any such information and shall not disclose to any third party concerning the company, panel owner etc. and maintain confidentiality in accordance with the privacy right of the company.

In accordance with the terms and conditions, Panellists/Respondents/Members/Users express their wilful agreement to the participation in panel/survey/market research activities in company sites at their whole sole risks and discretion. Company shall not be liable for any loss arising through any members regardless of the panel or otherwise via any connections. The company's liability is strictly restricted to the services provided not otherwise.

### **Force Majeure**

Company shall not be liable for failure for fulfilling any obligations directly or indirectly, caused by conditions that are beyond reasonable control.

These terms and conditions are governed by the law of the company. The company holds the right to amend any change/modify the terms at any time. Any dispute/ disagreement/ termination/ violation related to the terms shall be addressed to the company and settled with mutual negotiations.