Terms and Conditions for membership in the Charter Oak Field Services Healthcare Panel

Effective Date: July 15, 2020  
Last Revised: July 15, 2020

Definitions  
When used in these Terms, the following terms and expressions shall have the following meanings.

“Active Panelist” refers to a Panel Member that has: (a) participated in a Survey, (b) other Research Program; or (c) other parts of the Service, at least, once over the last twelve (12) months; or (d) updated his/her profile or member information at least once in the last twelve (12) months.

“Market Research Tracking Service” refers to a Service accepted by a User that may track online behavior of such User, such as websites accessed by the User and online campaigns exposed to the User for market research purposes, including advertising tracking research.

“Applicable Law” refers to applicable national and/or local laws and regulations.

“Client” refers to Our clients to whom We provide services.

“Content” refers to the information on Our Site, a Survey Site, a Panel Site or a Partner Site.

“Panel” refers to a group of individuals who have agreed to be invited to and participate in market research Surveys, other Research Programs or other parts of the Services for market research.

“Panel Member” refers to a member of a Panel.

“Panel Owner” refers to the owner of a Panel and a Panel Site that You are a Panel Member of.

“Panel Site” refers to a website where individuals can register to become Panel Members.

“Partner” refers to one of Our partners, including Panel Owners and other partners.

“Partner Site” refers to a website that is operated by one of our Partners.

“Participant” refers to an individual, who is not a Panel Member, directed to a Survey, other Research Program or other parts of the Services by one of Our Partners.

“Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified or traced, directly or indirectly, in particular by reference to an identifier either alone or when combined with other personal or identifying information. Personal Data can include information such as name, social security number, date and place of birth, mother‘s maiden name, biometric records, photographs, sound or video recording, and other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. (NOTE: Personal Data may also be referred to as Personally Identifiable Information or PII.)

“Research Program” refers to research opportunity other than a Survey.

“Restricted Content” refers to confidential and/or proprietary information, materials, products, and Content belonging to Us and/or a Panel Owner, a Survey Owner, a Client, a Partner and/or a licensor.

“Service” refers to the service provided by Us that permits You, as a Panel Member or a Participant, to participate in (a) a Panel or a Survey, (b) other research program, or (c) any other service provided by Us and used by You, such as a Market Research Tracking Service.

“Submissions” refers to all comments, feedback, suggestions, ideas and other information that You submit or We collect when You participate in a Panel, respond to a Survey or other Research Program or use a Service.

“Survey Owner” refers to the owner of a Survey, which typically is a Client.

“Survey Site” refers to the website where You respond to and complete a Survey.

“Surveys” refers to market research surveys made available by Us to You.

“Third Party Websites” refers to websites maintained and/or operated by third parties.

“User” refers to You as an individual when You use the Service.

“User Content” refers to all content, materials, information, and comments You use, upload, post or submit or We collect when You use the Service, including information received through Ad Tracking Service, such as Internet usage pattern data.

“You“, “Yourself“, “Your” and “Yours” refer to you as an individual.

“We“, “Us“, “Our” and “COFS” refer to the Charter Oak Field Services, Inc.

1. Applicability; Agreement  
These Terms and Conditions (hereinafter the “Terms”) apply in addition to any agreement with Panel Owner of the Panel of which you are a Panel Member, as well as any specific terms, which may apply for a Survey, other Research Program or other Service. These Terms shall not apply to the extent they are in conflict with the terms of an agreement between You and a Panel Owner or with specific terms provided by the Panel Owner or Client as a condition for Your participation in a Survey or other Research Program, provided, however, that such other terms shall not reduce Our rights or increase Our liability specified in these Terms.

2. Introduction  
The purpose of these Terms is to set out the general terms and conditions for Your use of the Services, including Your participation in Surveys, Panel or other Research Programs.

We manage the relationship between a Survey Owner and a Panel Owner and We act on behalf of a Panel Owner. We are also the platform supplier, providing opportunities for Panel Members, to participate in Surveys, other Research Programs and use other services.

In addition to the above, We may also manage incentives. Details regarding such incentive scheme can be found in these Terms.

3. Panel Membership Eligibility  
Panel membership is generally open to individuals who satisfy the requirements for membership, including, but not limited to, minimum age requirements and geographic location requirements. The requirements for Panel membership may vary by specific Panel and are determined by a Panel Owner. By agreeing to become a Panel Member, You agree to receive invitations to participate in Surveys, Research Programs or other Services, both from the Panel Owner you have applied to Panel membership for and from other Panel Owners. You may unsubscribe from Panel membership at any time, please see Section 12 “Opt-Out Policy” below.

We only allow one Panel Member per unique email address within each Panel.

4. Panel Registration  
In order to become a Panel Member, You must register with a Panel Site and provide certain information about Yourself. The information You provide must be true, correct, and complete. We reserve the right to restrict or prohibit Your access to the Service or participation in a Survey or other Research Program if You provide information, or We have reason to suspect that the information You have provided is not true, correct and complete.

A Panel membership is personal and may only be used by the individual who registers for membership with a Panel. You are responsible for keeping any user information and password confidential and You are responsible for any use, whether authorized or unauthorized, of Your membership account.

5. Conditions for Participation in a Survey, Other Research Program or Other Services  
When You participate in a Survey, other Research Program or other Service, and/or use Our Site, a Survey Site or a Panel Site, You are obligated to comply with these Terms, as well as any other terms and conditions that apply to Your participation, including any agreement between You and a Panel Owner or terms applied by a Client or a Partner.

By participating in a Survey, other Research Program or other Service, You agree to provide true, correct and complete information about Yourself. If You provide information, or We have reason to suspect that the information You have provided is not true, correct and complete, You may not qualify for a Survey, other Research Program or other Service and consequently will not receive any incentives for Your participation. Furthermore, a Panel Owner may terminate Your membership with the result that You will not be able to participate in any more Surveys or other Research Programs.

You are responsible for actions and communications undertaken or transmitted from Your account.

6. Use of the Services  
Participation in a Survey, other Research Service or use of other Service is voluntary. The Services are for personal, and non-commercial, use and We reserve the right to change, modify, restrict, or block access to, all or any part of the Services, without prior notice.

We may at any time refuse to provide the Services to anyone at Our own discretion.

You acknowledge that You are accessing, using, and/or participating in the Services in the capacity of an independent contractor, and no agency, partnership, joint-venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms.

7. Unauthorized Use  
You agree not to:

(a) disrupt, interfere with the security of or otherwise abuse the Service or Our Site, a Survey Site, a Panel Site, a Partner Site, or any services, system resources, accounts, servers or networks connected to or accessible through a Survey or a Survey Site or affiliated or linked sites;

(b) use spiders, robots or other automated data mining techniques to catalog, download, store, or otherwise reproduce or distribute data or content available in connection with the Service, or in other ways manipulate the result of a Survey;

(c) take any action to interfere with Our Site, a Survey Site, a Panel Site, or a Partner Site or an individual’s use of such sites, including, but not limited to, overloading, or “crashing” a website;

(d) send or transmit any viruses, corrupted data, or any other harmful, disruptive, or destructive code, file, or information, including, but not limited to, spyware, malware and trojans;

(e) collect any Personal Data of other Users of the Services;

(f) send unsolicited emails, such as promotions and advertisements for products or services;

(g) open, use, or maintain more than one (1) membership account with a Panel;

(h) use or attempt to use another User’s account, without authorization, or create an account with a false identity;

(i) attempt to obtain unauthorized access to Our Site, a Survey, a Survey Site, a Panel Site, a Partner Site or parts of a Survey, Our Site, a Survey Site, a Panel Site or a Partner Site that are restricted from general access;

(j) forge or mask Your true identity;

(k) frame a portion(s) of Our Site, a Survey Site, a Panel Site or a Partner Site and display it on another website or media or alter the appearance of any Survey Site, Panel Site, or Partner Site;

(l) establish links from a website to Our Site, a Survey Site, a Panel Site or a Partner Site or to the Services, without Our prior written consent;

(m) post or transmit any threatening, libelous, defamatory, obscene, pornographic, lewd, scandalous, or inflammatory material or content;

(n) use any foul; abusive or obscene language on Our Site, in a Survey or on a Survey Site, a Panel Site or a Partner Site;

(o) engage in any fraudulent activity, including, but not limited to, speeding through Surveys, taking the same Survey more than once, submitting false information during the registration process, submitting false or untrue Survey data, redeeming or attempting to redeem incentives through false or fraudulent means, tampering with Surveys and, with respect to the use of the Ad Tracking Service, accessing websites or online campaigns with the sole intention to provide a misrepresentative impression of Your online behavior;

(p) reverse engineer any aspect of a Service or take any acts that might reveal or disclose the source code, or bypass or circumvent measures or controls utilized to prohibit, restrict or limit access to any webpage, content or codes, except as expressly permitted by Applicable Law;

(q) engage in any criminal or illegal act(s) which may be linked to Our Site, a Survey or a Survey Site, a Panel Site or a Partner Site;

(r) use Restricted Content in violation or breach of these Terms; or

(s) encourage and/or advise any individual, including, but not limited to, Panel Members, Participants or any of Our employees, to commit an act in conflict with the Terms.

8. Restricted Content  
Unless otherwise noted, all materials, including, without limitation, all concepts, text, designs, graphics, drawings, photographs, video clips, music and sounds, and all trademarks, service marks and trade names used in a Survey, other Research Program or other Service and/or on Our site, a Survey Site, a Panel Site or a Partner Site and the selection and arrangements thereof, are subject to intellectual property rights, including but not limited to copyrights, trademarks and patents or the right to apply for their registration anywhere in the world, held by or licensed by Us, a Survey Owner, a Panel Owner, a Partner, or other third parties who are the respective owner of, or controls, such Restricted Content.

When You use a Service or participate in a Survey, other Research Program or other Service, You may be exposed to Restricted Content. You are not granted any rights to the Restricted Content and all intellectual property rights are expressly reserved. No license to use, reveal, download, copy, distribute, or reproduce (including but not limited to posting to any website, social media or blog) the Restricted Content or the subject matter of the Restricted Content is granted to You. Please be advised that legal action may be taken in the event any unauthorized use of the Restricted Content is traced back to You. You are hereby informed and acknowledge that We will fully cooperate with all third party requests for disclosures (including but not limited to the disclosure of Your identity) related to claims that You have used Restricted Content in violation of these Terms which We deem are legitimate.

You may only participate in a Survey, other Research Program, other Service and/or use Our Site, a Survey Site, a Panel Site, or a Partner Site in a manner that does not infringe on Our, or a third party’s, intellectual property rights.

9. User Content  
You are responsible for all User Content. You are also responsible to obtain, where relevant, third party’s approvals, consents, and/or authorizations for Your and Our use of Your User Content. User Content, including photographs, sound or video recordings may be considered to be Personal Data. Your User Content may become publicly available and shared with third parties including, but not limited to, Our Clients, clients of Our Clients, Survey Owners, Panel Owners, Partners and third party service providers. You shall ensure that User Content does not contain copyrighted or trademarked content or material of any third party, including audio, video, images, or the likeness of anyone other than You, unless You have procured the approvals, consents and/or authorizations from such third parties required for Your and Our use of such User Content. You will not receive compensation for Our, Our Partners’ or Our Clients’ use of any User Content.

By using, uploading, posting, submitting or permitting Us to collect (such permission deemed granted upon Your consent with these Terms and use of the relevant Service) User Content in connection with the Services, You hereby grant to Us a perpetual, irrevocable, unlimited, transferrable, sub-licensable, world-wide, royalty free, right and license to edit, copy, transmit, publish, display, create derivative works of, reproduce, modify, distribute, and otherwise use Your User Content at Our own discretion. You will not receive any compensation for Your User Content or Our use of it, except where expressly agreed.

You are solely responsible to ensure that Your User Content, and Our use of it according to these Terms, will not infringe any third parties’ intellectual property rights. We do not and cannot review all User Content and We accept no liability whatsoever for Your User Content. We have the right, but not an obligation, to delete, remove, or edit Your User Content, which We, at Our sole discretion, deem to: (a) violate these Terms; (b) violate intellectual property rights; or (c) be abusive, defamatory, obscene, or otherwise unacceptable.

10. Honoraria  
At the beginning of a Survey, other Research Program or other Service, You will receive information about the compensation that you may earn. We do not accept to be liable or responsible in any manner for tax consequences or duties that may occur as a result of the incentives issued or redeemed. If You breach the Terms You may lose all the incentives which You have earned. We do not accept any liability to You in relation to the honoraria You have earned.

11. Profile Updates  
Panel Members agree to keep their membership profiles updated. A Panel Member may update, correct, and/or delete information contained in his or her membership profiles by: (a) accessing his or her Panel membership account; or (b) sending an email to the appropriate Panel Member services team for the relevant Panel.

12. Opt-Out Policy  
Panel Members may opt-out from using any or all Services (including, without limitation, from receiving Survey invitations, newsletters or communications) at any time by: (a) following the unsubscribe procedures described on the relevant Panel Site or related sites or contained in an email received from Us; or (b) by sending an email to Our Panel Member services team here

We shall use reasonable efforts, as required by law or regulation, to respond to each email request within a reasonable period of time after receipt. Upon termination of Services, a Panel Member’s contact information will be removed from all communication or contact lists relating to the terminated Service(s). Please note that it may take a few days to complete the removal and during such time, You may receive messages from Us which were created or compiled prior to Your opt-out.

13. Links  
In connection with Your use of the Service, You may be able to link or connect to a Third Party Website. Please note that We do not endorse any Third Party Website or products, services, and/or opportunities advertised, offered, through or in connection with such Third Party Website. Please review all policies and terms applicable to such Third Party Websites carefully.

14. Communications with Us  
All communications (excluding Personal Data) and User Content submitted or transmitted by You to Us, by electronic mail or otherwise, or otherwise collected by Us, will be treated as non-confidential and non-proprietary information of Yours, unless You specifically indicate otherwise either prior to, or contemporaneously with, Your submission of or permission to Us to collect such communications and User Content. You agree that any such communications and User Content may be used by Us at Our own discretion.

15. Privacy  
When applying for Panel membership, using a Service or otherwise communicating with Us or a Panel Owner, Personal Data pertaining to You may be processed. For information about our privacy practices and the processing of Your Personal Data, please review our privacy policy.

16. Disclaimer  
You expressly agree that Your participation in a Survey, other Research Program and use of the Service and browsing of Our site, a Survey Site, a Panel Site or a Partner Site is at Your sole risk and responsibility. To the fullest extent permitted by law, We, Our Clients, Survey Owners, Panel Owners, Partners, or other third parties, and Our and their respective directors, officers, employees, representatives, agents, third-party content providers and licensors, do not make any warranties, express, implied or statutory, including those of merchantability, fitness for a particular purpose, that participation in a Survey or the use of the Service, Our site, a Survey Site, a Panel Site, or a Partner Site will be uninterrupted or error free. To the fullest extent permitted by law, We, Our Clients, Survey Owners, Panel Owners, Partners, or other third parties, and Our and their respective directors, officers, employees, representatives, agents, third-party content providers and licensors, do not make any warranties, express, implied or statutory, including those of merchantability, fitness for a particular purpose, to the accuracy, reliability, or content of any information, or services provided through a Survey or Our site, a Survey Site, a Panel Site, or a Partner Site, other than as expressly set out in these Terms.

17. Limitation of Liability  
TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE, SURVEY OWNERS, PANEL OWNERS OR PARTNERS, THIRD PARTIES, OR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS OR ASSIGNEES SHALL NOT BE LIABLE TO YOU IN ANY RESPECT, INCLUDING WITHOUT LIMITATION, FOR ANY MATTER RELATED TO THESE TERMS, THE SERVICE, OUR SITE, A SURVEY, A PANEL SITE, A PARTNER SITE OR FOR ANY SUBMISSIONS YOU MAKE, OR FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF EXPECTED SAVINGS, OR ANY OTHER NON-DIRECT DAMAGES, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES.

The limitation of liability and the disclaimer in these Terms shall apply regardless of the form of action, whether in contract, warranty, delict, quasi-delict, strict liability, negligence or other tort and shall survive a fundamental breach or breaches or the failure of the essential purpose of contract or the failure of an exclusive remedy.

18. Indemnification  
You agree to fully and effectively indemnify, defend, and hold Us, Survey Owners, Panel Owners, and Partners, and other related third parties, including directors, officers, shareholders, employees, representatives, contractors, affiliates, successors or assignees, harmless from and against any and all damages, expenses, liabilities and losses of any kind, including legal fees, arising, whether directly or indirectly, from any breach caused by You of the Terms.

19. Changes  
We hereby reserve the right, in Our sole discretion, to make changes to these Terms. We encourage you to review these Terms on an ongoing basis. We will obtain your consent prior to changes that are of such nature that consent is needed or required. For changes that do not require consent, your continued use of, access to and/or participation in the Services does and will constitute your acceptance of these Terms as amended.

20. Compliance with Applicable Law  
You acknowledge and agree that You shall at all times comply with Applicable Law when You respond to a Survey, participate in another Research Program or otherwise use the Service.

21. Suspension, Termination and De-Activation  
In addition to any and all other available remedies, We may, without notice, suspend and/or terminate Your use of and access to the Service, or Your membership with a Panel, if You are in breach of these Terms or in the event that You use the Service in an unlawful manner or otherwise act in a manner that is, at Our sole discretion, unacceptable to Us, a Survey Owner, Panel Owner, or a Partner. If We terminate Your right to use the Service and/or if Your Panel membership is terminated: (a) You forfeit all rights, title, and interest in and/or to all unredeemed rewards, and incentives effective upon termination; (b) Your Panel membership will immediately be canceled; (c) Your access to and use of the Service will immediately cease; and (d) You will not be allowed to participate in any future Surveys offered through the Service.

Furthermore, We reserve the right to de-activate Your Panel membership account: (a) if You are no longer an Active Panelist; (b) if We receive a hard bounce or delivery failure notice in Our email communication with Your email account; or (c) if We receive a “mailbox full” reply notice three (3) times in Our email communication to Your email account.

In the event of a deactivation, termination by You, or termination by Us, You forfeit any incentives that You have earned.

22. Severability and Assignment  
If, for any reason whatsoever, any term or provision of these Terms is deemed to be void or unenforceable, such term or provision shall be deemed to be severable from the remainder of these Terms, and the remainder of these Terms shall be construed and interpreted without reference to the unenforceable term.

You may not assign these Terms without Our prior written consent, which may be withheld at Our sole discretion. You agree that We may assign these Terms at any time to anyone.

23. Governing Law, Jurisdiction and Legal Venue  
Any disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity or termination, shall be referred to a court of our choosing in accordance with the laws of the United States.