Terms to be accepted when registering as a panelist

General
These terms apply to panelists and other users (“Panelists” or the “Panelist”) who register on the website Ramember.com and/or Rampanel.com (the “Site”). The Site is owned and operated by Research and Analysis of Media in Sweden AB (“RAM”).

These terms are a legally binding contract (“Agreement”) between you and RAM. PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING AND/OR PARTICIPATING AS A PANELIST, YOU AGREE TO BE BOUND BY THESE TERMS.

RAM is an international research company that helps media integrate with their readers and offers readers the opportunity to express their opinions. RAM provides media companies and advertisers with statistics about how advertisements, articles and other media communication are consumed, and what effects they have. RAM works with online surveys and analysis of advertising and editorial content for media companies, media consultants and advertisers.

Registered Panelists may answer surveys which they can access online. The surveys will be related to the specific media panel that the Panelist has selected and can include questions about a specific article or advertisement published in the specific channel. Participating in a survey is voluntary and given the Panelist’s commitment but only if communicated to Panelist; the Panelist may receive rewards (see Section 5 below for further discussion of rewards).

A Panelist cannot be registered more than once in one panel and may not participate in more than five panels at the same time. The Panelist may at any time choose to no longer participate in Rampanel. The Panelist must be 18 years or older.

Rampanel follows the ESOMAR’s guidelines for market research. See www.esomar.org for more information.

Privacy policy
Information collected through the Services will be used in accordance with our Privacy Policy, which is attached as Appendix 1 and expressly made part of this Agreement. By accepting the terms of this Agreement, you hereby acknowledge that you have read and understand the Privacy Policy and agree to its terms.

MyOwnPolls
MyOwnPolls is a service provided by RAM that allows the Panelist to create his or her own surveys. The service is free and available only to people who agree to be a registered Panelist. A membership means that the user agrees to receive surveys regarding media consumption via e-mail. The user can choose whether or not they want to participate in a survey at any time. For users who choose to register a MyOwnPolls account, the terms of this Agreement apply.

Changes
RAM may change this Agreement from time to time. If RAM changes all or parts of this Agreement, a clear message with this information will be posted on the Site. Your continued use of the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. If you do not agree to or cannot comply with the Agreement as amended, your only remedy is to stop using the Site and, if applicable, cancel your account.

Reward program
All RAM’s customers (media companies) that recruit a panel on the Site are responsible for their own reward program. The Panelists get points or a chance to win premiums for each answered survey. RAM’s customers decide premiums based on the number of points or the number of
surveys. The customer reserves the right to change the reward points or reward options. The customer may also use credit systems to allow the Panelists to participate in a prize lottery. RAM’s customers are responsible for the prize lotteries being conducted in accordance with the current rules on lotteries. The customer is always responsible for the panel's claims for rewards. Information about how many surveys the Panelist has answered and/or how many points the Panelist has accumulated appears in a summary on the Panelist’s own site. To obtain the offered rewards, when the customer uses scoring systems as a form of allowance, the Panelist must call for it.

**Intellectual Property**
You agree that RAM and its licensors own all intellectual property rights in and to the Site and all associated software and content, including but not limited to the content, look and feel, structure, organization, design, algorithms, templates, data models, logic flow, text, graphics, logos, and screen displays associated with the Site. You will not reverse engineer, decompile or disassemble the software associated with the Site, or otherwise attempt to reconstruct or discover the source code for such software.

**Termination**
RAM may terminate this Agreement or suspend your account at any time without notice to you in the event that you breach (or RAM reasonably suspects that you have breached) any provision of this Agreement. If Impact terminates this Agreement, or suspends your account for any reason, it shall have no liability or responsibility to you.

**No Warranty**
RAM, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS (THE “RAM PARTIES”) DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR USE OF THE SITE. THE IMPACT PARTIES DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SITE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

RAM does not warrant that the Site will operate without interruption or be error-free or virus-free.

**Limitation of Liability**
In no event shall any RAM Party be liable to you for any damages, including without limitation any direct, indirect, incidental, special, exemplary, or consequential damages arising out of your use or inability to use the Site, even if RAM has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so the foregoing limitation may not apply to you.

**Additional Terms**
This Agreement constitutes the entire agreement between you and us with respect to the Services and Site and supersedes and replaces all prior agreements. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
The internal laws of the State of New York govern this Agreement and your use of the Site, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute arising out of or relating to this Agreement shall be finally settled by binding arbitration conducted in the English language in New York, New York, under the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator jointly appointed by the rules of the AAA. The award of the arbitrator shall be enforceable in any court of competent jurisdiction.

The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in this agreement shall not constitute a waiver of such rights upon the recurrence of such violation.

If you have comments on the Site on how to improve it, please email us per the contact information below. Please note that by doing so, you grant RAM permission to use and incorporate your ideas or comments into the Site without further compensation. You shall have no right to assign this Agreement or any of your obligations hereunder. RAM may assign this Agreement and any of its rights hereunder to third parties.

This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever. There are no intended third-party beneficiaries under this Agreement.

Contact information
If the Panelist has questions about these terms or wants to cancel his or her membership, the e-mail address below with the Panelist's country of residence, or closest to it, can be used.

Europe:
Sweden: info_swe@rampanel.com
Finland: info_fin@rampanel.com
Norway: info_nor@rampanel.com
Iceland: info_isl@rampanel.com
Denmark: info_swe@rampanel.com
Estonia: info_fin@rampanel.com
UK & Ireland: info_uk@rampanel.com
Germany: info_deu@rampanel.com
Switzerland: info_che@rampanel.com
Poland: info_swe@rampanel.com
Other countries in Europe: info_swe@rampanel.com

North and South America:
U.S.A: info_usa@rampanel.com
Canada: info_can@rampanel.com
Mexico: info_mex@rampanel.com
Barbados: info_usa@rampanel.com
Brazil: info_bra@rampanel.com
Puerto Rico: info_pri@rampanel.com
Other countries in South America: info_usa@rampanel.com

APPENDIX 1
PRIVACY POLICY
Research and Analysis of Media in Sweden AB (“RAM” or “We”) respects your individual privacy. This Privacy Policy is designed to assist you in understanding how we collect and use the personal information you provide to us, and to assist you in making informed decisions when using our website. It applies to information collected through the site Rampanel.com and/or Ramember.com (the “Site”), which are owned and operated by RAM. This Privacy Policy covers the following areas:

Information Collection
When registering on the Site as a Panelist or other user of services made available through the Site, you provide certain personal information. The collected information includes name, address, phone number, e-mail address, birth date, gender, marital status and other information that makes it possible for the media and its advertisers to connect or compare the Panelist’s interests with those of others in similar or different demographic groups. This information will not be transmitted to RAM’s customers or other third parties, other than in an anonymous or aggregated form.

In addition, RAM collects certain information from every user of the Site, whether or not they are registering as a Panelist at the Site. Server logs are used to collect anonymous information such as browser type, internet service provider, reference/exit pages, type of platform, time/date stamp, and number of clicks. The website also uses cookies to collect information about how the website is used. For more information about cookies, see below.

Use of Personal Data
RAM uses the Panelist’s personal data in accordance with applicable laws and legislation in the ways specified in this Privacy Policy.

RAM uses personal data to provide you e-mail reminders regarding our services; to alert you of new features and services; and in relation to support and service issues.
RAM also uses personal data in aggregated form. You agree that we may communicate with you via e-mail and other electronic mechanisms for any purpose relating to the Site.
RAM does not sell, rent out or disclose any information that can identify the Panelist to any external third party, except for service providers who assist RAM with delivering its services (e.g. data storage). Any subsidiary of RAM is not included in the term "external third party" above. When personal information is transmitted to RAM's clients, it is always in an anonymous, aggregated form. The personal identity is removed from all the results from surveys and it is not possible to track data to a certain Panelist.
RAM never uses personal information to send commercial offers that the Panelist has not requested. RAM uses the information provided to contact Panelists for specific purposes, for example announcements about the Site, RAM’s status, the Panelist’s specific panel or for competitions or gifts that are connected to the panel.

The Panelist also gives his or her consent to be offered participation in larger, nationwide panels that RAM creates in different types of questions. Such participation is voluntary and requires an active choice from the Panelist.
RAM only transmits personal information if it is required by law or if RAM in good faith has a reason to believe that such action is necessary to (a) comply with legal obligations or requirements for legal proceedings or court orders, (b) protect and defend RAM’s rights or (c) to protect RAM’s users or others rights, property, or other interests.
Opt-Out
To un-enroll and end your participation in the Site, simply send us an email based on your country per the contact information at the end of our Terms.

Links
The Site may contain links to other websites. RAM is not liable for the content or privacy measures on these websites. RAM urges the Panelist to pay attention when the Panelist leaves the Site, and that the Panelist reads the privacy notice and conditions of all websites that collect personal data.

Security
RAM uses commercially reasonable measures to protect the Panelist's information. For example, RAM encrypts the personal information that the Panelist enters on the Site with 128-bit encryption, which is the industry standard for secure encryption. Due to the characteristics of the Internet and the fact that network security measures are not infallible, RAM does not guarantee that the information is completely protected.
In addition to the encryption RAM uses to protect sensitive information online, RAM works to protect the Panelist's information offline. All personal data is classified on RAM's offices. Only employees who need the information to perform specific tasks have access to the information. All employees regularly receive information on RAM's security and privacy policies and procedures. Finally, the servers that store personal data are located in a safe environment in Sweden.
When the Panelist registers on the Site, the Panelist is asked to choose a username and password. RAM recommends the Panelist not to disclose the chosen password to anyone. RAM will not ask the Panelist for the password in any phone calls or e-mails that the Panelist did not request. The Panelist is also recommended to log out of Site and close the browser window when the Panelist has completed his or her work. This facilitates the protection of personal information and correspondence from unauthorized access.

The Use of Cookies
RAM uses cookies on the Site in order to provide the user with personalized surveys, and to obtain information about visits to the Site in order to enhance the Site.
A cookie is a small text file stored on the user's computer. Cookies consist of a small set of data with information about what the user does when the user visits a website. Information collected through cookies can include what pages are accessed and the time that is spent on the website. There are two types of cookies. One type saves a file for a long time on the user's computer and can for example be used to tell the user what is new on the website since the user last visited it. Once the expiration date is passed, the cookie is automatically deleted when the user returns to the website where it was created. The other type of cookie is called a session cookie and is temporarily stored in the computer's memory, for example to keep track of what language the user has selected. Session cookies are deleted when the browser is closed.
A distinction is made between first-party cookies and third-party cookies. First-party cookies are set by the owner of a website and third-party cookies are set by an external website, a third party. RAM uses first-party cookies when a Panelist registers. This is done in order to enable that the right kind of surveys are sent to the right Panelist.
RAM uses cookies in accordance with legislation related to electronic communications. It is therefore necessary that the user of the Site receives information on the purpose for which cookies are used, and that the user consents to this use. If the information is properly addressed and the user's browser or other similar equipment is set to allow cookies, it is thereby considered as such consent.
Cookies are regular text files and cannot contain viruses. The files are small and only a certain number of cookies can be stored in the memory of a computer. Therefore, there is no risk of the memory becoming full because the user allows cookies.
The user can get information on, block and remove stored cookies if desired. The user can disable cookies through the security settings of the browser. If this is done, the function of the Site might be limited.

Access to Information
If your personal information changes, you should correct or update it by logging in on the Site. You should also contact us to request that we delete any records of your personal information.

Children
RAM does not knowingly collect any personally identifiable information on our site from children under the age of 18. If you are under 18 years old, please do not use or access our Site.

Links
The Site may contain links to other sites. RAM is not responsible for the privacy practices or content of these other sites. We encourage you to be aware when you leave the Site and to read the privacy statements and term/conditions of use for each and every Web site that collects personally identifiable information.

Reward Program
All customers (media companies) of RAM, recruiting a panel at the Site, are responsible for their own reward program. Panel members receive points or the chance to win for each answered survey. The customers of RAM determine the rewards based on the scores obtained or on the number of studies. The customer reserves the right to adjust the reward points or reward options over time. The customer can also use the points system to allow panel members to participate in a prize draw. The customer is always responsible for the panelist's claim to a reward. Insofar as a panel member is involved in the RAM organized panel, the responsibility for the conditions of the reward as above falls to RAM.

On a panel member's own pages it is possible to see how many surveys a panelist has replied to and/or how many reward points a panel member has achieved. When the customer of RAM uses the points system as a reward form, the panel member needs to request the offered prize in order to receive it.

Notification of Changes
If we decide to change our Privacy policy, we will prominently post a notice on the main page and other pages to alert you about the change. If our Privacy Policy changes materially so that we wish to use your personally identifiable information in a manner different from that stated at the time of collection, we will notify you via email and give you a choice as to whether or not we may use your information in this different manner. However, if you deleted and deactivated your account, then you will not be contacted and your personal information will not be used in this new manner. In addition, if we make any material changes in our privacy practices that affect information already stored in our database, we will post a prominent notice on our Site notifying you of the change.