

Terms & Conditions

Thank you for choosing Make Opinion GmbH as your trusted survey programming and online sampling platform. Using our tools, you will be able to secure fast actionable insights for your own research needs, or to deliver to your client's research studies. Our tool not only supports businesses, but is also leveraged by students and universities for academic research. Please find the terms you must agree to in order to use any of the services available inside or platform or services provided by the Make Opinion team.

By logging into your account, you agree to the Terms & Conditions below.

1. Cost & Payment

Any costs you incur while using our services will be sent to you as an invoice via email to an email address designated by you or the primary account contact. Companies that are registered in Germany will incur a 15% tax fee. Companies registered in any other country will not have any tax added to their invoice and those companies will have full responsibility in managing any taxes associated with use.

When ordering sample/audience to participate in online surveys you must provide final IDs to billing@makeopinion.com within 14 days after project close (project close may be defined automatically when no activity has occurred on a given project within 14 days). MakeOpinion will have 14 days following this to dispute any mismatching counts provided by Customer. Invoices will be sent to the Customer's designated email address and payment will be due within 60 days of the date of send.

Final IDs not provided within 14 days following the last activity on a project will be requested by a MakeOpinion representative. Failure by the customer to respond to three consecutive requests will result in Make Opinion assuming all completions captured in the DIY account are approved and an invoice will be written with payment due on the agreed terms.

MakeOpinion reserves the right to block access to an account with past due invoices. The Customer will be responsible for any reasonable legal or collection fees associated with remedying a past due invoice. Make Opinion will reserve the right to charge interest on a past due invoice within the applicable laws and standards.

Account Management

Access to Make Opinion is provided by issuing an Account with User profiles for your team members. An Account and User Profiles are for you and your employees use only and are not transferrable. If an employee with a User profile on the Account leaves the Customer's employment, it is the Customer's responsibility to provide written notice to Make Opinion to deactivate the terminated employee's User profile. Employees of Make Opinion have access to your Account to support your Account, to respond to complaints of unacceptable use and to improve overall platform services.

Acceptable Use

Customer will comply with all applicable international, national and local laws and regulations when using the Services. Additionally, Customer may use the Services for Market Research purposes only, in accordance with the MRA Code of Marketing Research Standards ([link](#)). If Make Opinion discovers a violation of Acceptable Uses, Make Opinion will pause any Survey and suspend access. Additionally, collection of Personal Identifiable Information (PII) is not allowed

on the Make Opinion platform. You must receive written permission from Make Opinion to collect PII in the Survey.

Data Ownership & Privacy

The Customer will own the questionnaire and all data collected in the Survey. Any data collected in the Make Opinion platform will be used only to provide the Services.

Termination of Services

Customer may terminate use of the Services at any time, unless otherwise defined by a Subscription Agreement. Any outstanding costs or fees will be collected under the normal billing cycle.

Written Notice

All Notices must be sent to hello@makeopinion.com or to c/o Make Opinion GmbH, Elfenallee 5, 13127 Berlin, DE

Limitation of Liability

In no event will Make Opinion be liable to the Customer for any consequential, incidental, indirect or special damages, including loss of data or loss of profits. The foregoing limitation of liability will apply notwithstanding any failure of essential purpose of any limited remedy stated herein. In no event will Make Opinion's aggregate liability to the Customer arising out of, or related to, this Agreement or the Services provided thereunder, however caused and arising under any theory of liability, whether based in contract or tort (including negligence), or otherwise, exceed the amounts paid to Make Opinion by Customer under this Agreement.

Warranties

Customer acknowledges that the Services provided by Make Opinion operates using the Internet, and includes factors outside the control of Make Opinion. Make Opinion will take commercially reasonable efforts to provide the Services without disruption. The Customer will not hold Make Opinion responsible for platform downtime or any other inability to provide Services hereunder caused by or arising out of factors or causes outside of Make Opinion's control. Make Opinion expressly disclaims all warranties, expressed and implied.

Mutual Indemnification

Each Party (the "Indemnifying Party") agrees to indemnify, and defend and hold harmless the other Party (the "Indemnified Party"), its officers, agents, and employees from any and all liability, loss (including reasonable attorneys legal fees), or damage they may suffer as the result of claims by third parties against them arising out of (a) the negligence, recklessness, or willful misconduct on the part of the Indemnifying Party or, its officers, agents, employees, contractors, or consultants in connection with this Agreement.; or (b) a breach of Applicable Laws and Codes or breach of this Agreement by the Indemnifying Party, its officers, agents, employees, contractors or consultants.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws and codes of the country of Germany and the state of Berlin.

Definitions

Account – your access to the Make Opinion platform (services), inclusive of all User Profiles

Costs – all charges incurred using the Services, including but not limited to CPI, service charges and subscription fees

CPI – Cost Per Interview

Customer – the entity that has been given access to the Account and Make Opinion Services, also defined by “you” or “your”.

Primary Account Contact – an employee of the Customer assigned to the Account

Subscription Agreement – A separate agreement outlining additional services and use

Survey – The data collection instrument linked to the Make Opinion platform and Customer Account

User Profile – employee-specific access within a Customer Account

VAT – value-added tax

Should we add some basic stuff from CPX in terms of privacy etc? I just copy some general paragraphs from CPX Publisher here, which might be nice? - If you like it, we would need to change “Publisher” and “MakeOpinion” as terms

5. Insurance and guarantees

5.1 General. Each party guarantees and guarantees that: (a) it has the full right of enterprise or organization, the power and the power to conclude the contract and to execute the actions required by it; (b) the performance of this Agreement and the performance of its obligations and duties does not violate any agreement to which it is party or to which it is bound, or the applicable federal, state or local laws or regulations to which it is bound is subject ; and (c) this Agreement is a valid and binding agreement which is enforceable under its terms.

6. Confidentiality and data protection

6.1 The party receiving the confidential information will use the same level of care to protect the confidential information of the disclosing party that it uses for its own similar information, but in no case with reasonable care, and will only use this confidential information for the purposes of Exercising your rights or fulfilling your obligations under this Agreement.

6.2 The receiving party will immediately return or destroy the confidential information of the disclosing party at the request of the disclosing party.

6.3 The receiving party may not disclose confidential information to anyone or to third parties other than (a) its employees and agents who strictly need access to this confidential information and who accept the terms of this agreement with regard to: comply with the protection, use and confidentiality of this confidential information, (b) when applicable law, an administrative process or a court decision so requires; provided, however, that the receiving party limits disclosure only to information that must be disclosed in order to comply with such laws, processes or orders, and immediately informs the disclosing party in advance of such forced disclosure to the extent permitted by law that the disclosing party may try to protect this information.

6.4 Data protection.

a) Each party warrants and warrants that it (a) complies with all applicable laws, government regulations and applicable orders, decrees and directives, whether related to collection, use or dissemination information about users or in any other way obtain data protection rights, (b) all written agreements which do not conflict with these terms and conditions of the customer with non-governmental certification bodies, including, but not limited to, the Network Advertising Initiative, and (c) the published privacy policies of this section in the currently valid version In due course, this privacy policy will include all election disclosures and procedures (i.e. unsubscribe procedures) required by applicable law in light of the activities provided for in this nt agree.

b) You provide your users with detailed information on how and if you collect, store, use, process and disclose the information that has been collected by installing and using your application on the user's mobile phone (or using your website) . by setting the privacy policy for your application / website and by asking users to accept this policy when the application is downloaded or when someone visits your website.

c) You will explicitly notify the users of your application / website that they give you, as well as to all third parties who work with your application / website (such as MakeOpinion), your consent (a) by following the policy your application / website privacy policy accept. in the mobile environment: the collection of data on device information such as device IDs and similar data.

d) You guarantee that third parties who use your application / website will not introduce viruses, worms, harmful codes and / or Trojans into our services.

6.5 COPPA.

a) If the client makes content available to children under the age of 13 in the United States, this section 6.5 applies. The client warrants and warrants that: (i) the client complies with all applicable laws and regulations relating to the Child Protection Online Privacy Act 1998 and its rules, which may be changed from time to time (collectively, "COPPA "); (ii) Unless otherwise stated in a notice described in this section, the client's properties are not intended for children under the age of 13 and the client has no real knowledge that the properties of the client is personal information of children under the age of 13.

7. Exclusion of liability and limitation of liability

7.1 progress; Quality; Defaults; Exclusion of liability.

a) The service must naturally be continuously updated and developed over time. Updates that guarantee and improve usability can make some changes to and to the service. The objective of MakeOpinion in introducing such changes is to improve the service experience of clients. MakeOpinion therefore grants the client access to the service in its form or its version available at any time. The client acknowledges that changes to the service may affect system and compatibility requirements. The client's resources regarding defects linked to the technical usability of the services remain unchanged. MakeOpinion therefore reserves the right to propose new functions, to delete or to modify functions of the service. The client hereby accepts the modifications made to the service and for the service, as introduced from time to time by MakeOpinion, as well as the additions, deletions, reintroductions and other modifications of the functions. In addition, the client hereby agrees to make changes to the properties, functions or capabilities of all service elements or functionalities at the discretion of

MakeOpinion. Such changes can improve the efficiency and function of certain features, but can also significantly reduce or even completely remove certain features. In such cases, the client has the right to terminate the contract with immediate effect. The client has no other claims against MakeOpinion due to changes to the service and in accordance with this paragraph (a).

b) MakeOpinion offers the service according to the state of the art. However, MakeOpinion cannot guarantee at any time that the service will be free from defects or faults. The client therefore recognizes that the services may not always function properly. MakeOpinion makes every effort to ensure the full usability of the service. At the same time, the software that is part of the service (like any other software) cannot be provided completely without errors. In such cases, the client can only claim compensation for poor service if its user-friendliness is seriously and definitively altered.

c) The client recognizes that the service may be subject to technical restrictions. This applies in particular to the maximum storage capacity or the maximum data size.

d) MakeOpinion is entitled to delete data and / or refuse to store data if the technical limits are exceeded and the provisions of these conditions of publication are taken into account. MakeOpinion will notify the client before deleting the data if such actions affect the client.

e) MakeOpinion protects its systems against virus attacks. Despite all precautions, a virus attack cannot be completely ruled out. In addition, an unauthorized third party may send emails to MakeOpinion without the consent of MakeOpinion. These emails may contain viruses, called "spyware" or links to web content containing viruses or spyware. These actions are beyond the control of MakeOpinion. Therefore, client should scan all incoming emails sent as MakeOpinion for viruses. The same goes for emails from other partners or customers.

f) The client must adequately document all faults found in the service and report them in writing to MakeOpinion. Before reporting a bug, client should consult the MakeOpinion operating instructions and possibly other troubleshooting materials (especially lists of frequently asked questions, discussion forums on issues, etc.). The client will provide all necessary collaborations and support MakeOpinion in its efforts to resolve service issues.

Errors caused by external influences such as client operating errors, force majeure, modifications which have not been made by MakeOpinion or other manipulations are excluded from the warranty.

7.2 limitation of liability; Availability.

a) MakeOpinion is only liable for damages if it has acted willfully and with gross negligence. In the event of breach of essential contractual obligations, MakeOpinion is also liable for simple negligence. Significant contractual obligations (or so-called cardinal obligations) in accordance with the law are only obligations that facilitate the proper performance of the contract and the obligations on which the publisher can rely.

b) MakeOpinion's liability is always limited to foreseeable damage in the event of breach of essential contractual obligations.

c) Typical foreseeable damage according to sub-section b above. cannot exceed \$ 2,000 per account.

d) The above limitations of liability do not apply to liability for injuries to life, limbs and health or if a guarantee is given by MakeOpinion or liability under the law of liability because of the products. The responsibility of MakeOpinion in accordance with § 44a ESK remains unchanged.

e) MakeOpinion is only responsible for advice in the event of a problem with its service.

f) On an annual average, MakeOpinion guarantees an availability of 99.5% for each service. Are excluded from the calculation of availability in accordance with this provision, periods during which the server of the individual service due to technical or other problems which exceed the sphere of influence of MakeOpinion (for example, force majeure, fault of third parties and events similar), is not available. ; (ii) Periods of regular maintenance. In addition, MakeOpinion may restrict access to the service if this is necessary for reasons of network security and operation, maintenance of network integrity and in particular operation and measures to avoid serious network malfunctions , software or stored data. All the periods mentioned here are not taken into account in the calculation of availability. MakeOpinion's responsibility for the unavailability of the server remains unchanged in the event of intent and gross negligence. The service may not be available worldwide. Whether the service is fully accessible or to a limited extent may depend on legal and licensing requirements in some countries.

g) The above limitations of liability also apply to the liability of employees, workers, employees, representatives and representatives of MakeOpinion, in particular for the benefit of shareholders, employees, representatives, companies and of their members regarding their personal responsibility.

8. General provisions

8.1 Entire agreement; Change; Severability clause. The agreement supersedes all previous agreements between the parties relating to the subject matter of this agreement. No provision of the contract is deemed to be canceled, changed or modified by one of the parties, unless such waiver, such change or modification is made in writing and signed by both parties. If a competent authority determines that a provision of the contract is not enforceable or invalid under applicable law, the validity of the remaining provisions will not be affected. This provision is interpreted in such a way that the parties' objectives are better achieved within the framework of applicable law or applicable court decisions.

8.2 Confidential. None of the parties may disclose the terms of this agreement or other confidential information to third parties, unless authorized by the client or its professional advisers, under strict confidentiality, in accordance with article 7 of these general conditions. Notwithstanding any provision to the contrary in these general conditions for client, MakeOpinion may communicate the general nature of the agreement and identify or disclose the characteristics of the client and the client as participating in the service to third parties, including in notices to existing and potential advertisers, as well as in MakeOpinion advertising and press materials.

8.3 Publicity and test results. (a) As part of collaboration under this Agreement, each party has the right to disclose the name of the other party's business in press releases, promotional materials and other public communications. Each party can exercise the above right and also obtain the prior approval of the other party if at least one client was online at least three calendar months before the date of notification with at least one of MakeOpinion's advertising products. (b) In addition, MakeOpinion has the right to provide the public with case studies containing client information. These case studies describe the business situations, problems, analysis, solutions and results of clients

using the MakeOpinion market research platform. These case studies are prepared in collaboration with the client and their publication requires the client's consent.

8.4 Force majeure. Neither party shall be liable for failure or delay in the performance of their obligations for reasons beyond their control, including, but not limited to, force majeure, terrorism, war, riots, fires, earthquakes, floods, or the deterioration or failure of third-party networks or communications infrastructure.

8.5 Note. Notifications must be made in writing and are deemed to be given if (a) they are hand delivered or (b) by a recognized overnight courier service (evidenced by a written verification of personal delivery, certified or recorded by a courier or post office) or (c) if by An email has been sent to the recipient and the most recent email address provided by the other party, provided that (1) the sender can confirm that the email appears to have been sent successfully and is not being received according to its normal technical records. Error message and (2) the email contains "LEGAL NOTICE" in the subject line. If emailed to MakeOpinion by the client, the following address should be copied: legal@makeopinion.com. Notices to a party must be sent to the postal and electronic addresses specified in the publishing contract or to another address of which a party may notify the other party in writing during the term.

8.6 Modifications.

a) MakeOpinion reserves the right to modify or revise prospectively these general conditions of the client at any time if MakeOpinion deems these measures necessary without harming the client in accordance with the principle of fairness and good faith. In particular, changes to the legal environment may require changes to these terms and conditions of the client. In addition, new court decisions represent a change in the legal situation. Some later changes and developments of the service may require modification or addition to these terms and conditions of the client.

b) Any change or addition will be appropriately announced at least four weeks before it comes into effect. In general, information on changes to the client's terms and conditions will be published by email and / or on the site or service.

c) The client has the right to object to modifications or additions within four weeks of the date of publication / notification and the possibility of confirmation. In the event of timely opposition, both parties have the right to terminate the contract for just cause in accordance with the termination provisions set out in this contract. The other termination rights remain unchanged. If the client does not object within the opposition period or if the client continues to use the service, the modification or addition is considered to be accepted and becomes an integral part of the agreement.

d) MakeOpinion specifically informs the client of changes to the client's general conditions and of the possibility of raising and cancelling objections, the deadline and the legal consequences, in particular the consequences of non-objections.

8.7 Applicable law and competent court. These client's general conditions and the agreement are subject to the laws of the Federal Republic of Germany, excluding conflicts of laws. The client and MakeOpinion agree that the courts of Hanover are solely responsible for all complaints between the parties arising out of or related to this agreement, and that the parties hereby agree to the personal jurisdiction and jurisdiction of these courts.

8.8 assignment. The parties will not assign this agreement or any rights or interests arising therefrom to third parties without the prior written consent of the other party. No

assignment by the client with or without the consent of MakeOpinion releases the client from its obligations under this agreement. Notwithstanding the foregoing, either party may assign the Contract (a) by way of a merger or sale of all or substantially all of its assets or capital, or (b) to a successor or agent of all or almost all of their business. Subject to the above provisions and the limitation of assignments, the agreement is fully binding on the parties and their respective successors and assignments, in favor of the parties and enforceable. Unless otherwise authorized, any attempt to assign or delegate is void, void and of no effect.

8.9 Independent contractors. The parties' relationship is that of an independent client, and nothing in the agreement is intended or interpreted to create an employer-employee relationship, a client-agent relationship, or a partnership or joint venture, or to exercise control or to allow instructions on how or how the other conducts business or provides usual services. Neither party is authorized to bind the other party or to enter into commitments on its behalf without the other party's prior written consent.

8.10 Third party beneficiaries. This agreement is not intended to create third party beneficiary rights over any third party or organization that is not a party to this agreement.