

# Personally Identifiable Information Agreement

Addendum to Self Service Agreement for collection of Personally Identifiable Information

This agreement is an addendum to the Cint Self Service Terms & Conditions (this "Agreement").

All capitalized terms not defined or described in the Agreement shall have the meaning as set out in the Self Service Terms & Conditions. In the event of a conflict between the terms and conditions of the Agreement and those of the Self Service Terms & Conditions the terms and conditions of this Agreement shall prevail.

## Recitals

WHEREAS, Company has contracted with Cint for the provision of on-line samples to Company;

WHEREAS, Cint is providing the Services to enable Company to conduct a Survey or Surveys; and

WHEREAS, Company has requested permission to collect Personally Identifiable Information, i.e. information regarding the identity, contact information and/or other personal data of survey research panel members and respondents, to enable Company or Company's clients to contact certain panel members and respondents or perform research activities solely in connection with the Surveys

## Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Company will collect Personally Identifiable Information, subject to the terms, covenants, obligations, representations, warranties, and agreements contained herein. The supplying of Personally Identifiable Information must be voluntary and only be processed upon the panel member's or respondent's consent, which must not be a condition for receiving an incentive or pool entry. Panel members or Respondents must be given notification within the Survey that supplying Personally Identifiable Information is voluntary. Company shall provide notice of its intent to collect Personally Identifiable Information at a future point in the Survey as soon as possible within the Survey process.
2. The collection of Personally Identifiable Information will be limited to the following data required for Survey recruitment:
  - First name
  - Last name
  - Email address
  - Telephone number

3. Company shall use the Personally Identifiable Information solely and exclusively for the following purpose(s) ("Permitted Purposes"):
  - Survey recruitment
4. Company agrees and acknowledges that panel members and respondents participating in the Surveys must be at least eighteen (18) years old ("Minimum Age Limit"). Company represents and warrants that Company is solely responsible for verifying that all panel members and respondents participating in any Survey, e.g. product-testing, study, survey or focus group, whether in whole or in part, satisfy the Minimum Age Limit.
5. Company shall not use or disclose the Personally Identifiable Information for any other purpose than the Permitted Purposes, including, without limitation, marketing, selling or influencing the opinions or decisions of any respondent. Company shall take all commercially reasonable steps to ensure that panel members and respondents are not harmed or otherwise adversely affected as a result of Company's collection, maintenance and/or use of Personally Identifiable Information.
6. Company shall only utilize the Personally Identifiable Information transferred to it hereunder in connection with the Permitted Purposes. Upon completion of the Permitted Purposes, Company shall destroy all copies of the Personally Identifiable Information in a manner that is reasonably calculated to prevent unauthorized access to or use of such Personally Identifiable Information. If Company destroys such Personally Identifiable Information, it shall cause an authorized officer to certify, in writing, to Cint that such destruction has been completed in accordance with this Section.
7. Company will not disclose the Personally Identifiable Information to any third party, without the prior written consent of Cint and will only disclose the Personally Identifiable Information to those of its employees who have a need to know the Personally Identifiable Information in connection with the Permitted Purposes.
8. Company will use commercially reasonable efforts to keep the Personally Identifiable Information as secure as its other confidential and/or protected customer information. In the event that Company suffers any incident through which any Personally Identifiable Information is accessed or disclosed, without proper authorization (a "Security Breach"), Company shall promptly notify Cint about such Security Breach, and shall upon Cint's request, at its sole cost and expense, take all steps legally required to notify the respondents whose Personally Identifiable Information was accessed or disclosed, without proper authorization. In addition, Company shall take all reasonable steps to assist Cint and/or any law enforcement or governmental agency having jurisdiction in any investigation of such Security Breach.
9. Company acknowledges and agrees that the Personally Identifiable Information may include, but will not be limited to, private and highly sensitive personal data and other information concerning respondents participating in the Surveys. Company agrees to abide by any and all applicable Federal, state and/or local laws, regulations, statutes and codes, including but not limited to codes of the Insights Association

([www.insightsassociation.org](http://www.insightsassociation.org)) and ESOMAR ([www.esomar.org](http://www.esomar.org)) in the collection, storage, maintenance, use and other processing of any and all Personally Identifiable Information hereunder.

10. To the maximum extent permitted by applicable law, Company shall defend, indemnify and hold harmless Cint, its subsidiaries and/or affiliates and each of their respective members, managers, shareholders, directors, officers, employees and/or agents, from and against any and all claims, lawsuits, causes of action, demands, losses, liabilities, obligations, judgments, awards, penalties, fines, damages, costs and expenses of any kind (including but not limited to, reasonable attorneys' fees and court costs) arising directly or indirectly out of or related to the (a) Company's violation of the Permitted Purposes; (b) Company's breach or other violation of this Agreement; and/or (c) the manufacture, distribution, sale or use of any products or services supplied by Company, its subsidiaries, affiliates and/or agents to any respondents for the purpose of any Survey, e.g. product-testing, study, survey, or focus group.