

TERMS AND CONDITIONS - RESEARCHER

THIS IS A FAIRLY DETAILED DOCUMENT, AND IT CONTAINS MANY IMPORTANT PROVISIONS THAT AFFECT YOUR RIGHTS AND OBLIGATIONS. PLEASE NOTE BY ACCEPTING THESE TERMS DURING REGISTRATION AND THEREAFTER, YOU HEREBY AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

WE ENCOURAGE YOU TO PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Last Updated: March 1st, 2015

We reserve the right to amend this agreement at any time and provide you an update to the effect. Any new features that augment or enhance Pangea Panel, including the release of new tools and resources, shall be subject to this agreement. Continued use of Pangea Panel after any such changes shall constitute your consent to such changes.

The following agreement is intended for companies engaged in buying online sample from Partners/Vendors/Panel Companies via connections, bidding or project engagements through the Pangea Panel online marketplace/exchange/platform. Unless otherwise noted Pangea Panel will be referred to as “us”, “we”, or “ours” and the Researcher/Buyer/Client will be considered, “you”, “your”, “yours”. By accepting this agreement you understand that you are bound by the items below.

Key Terms are defined below and will be used subsequently throughout the document -
Partners/Vendors/Panel Companies

- These are the firms or companies that utilize Pangea Panel - as partners - to furnish market research services from you, the Researcher.

Active Membership

- An account is considered active if it is either 1) in the agreed upon trial period or 2) where membership fees are paid in full or 3) other arrangements exists.

Final Project Costs

- All money transferred and/or due from you to the Partner in connection to market research sample purchases (respondents), project minimum charges, or any project management or link setup or likewise that was initiated via utilizing Pangea Panel - inclusive of any additional costs from original bid due to extension of scope, re-fielding, modification of specs of the project or otherwise. Any non-USD currency will be converted by you to process Researcher Rewards (see below) and to facilitate our accounting with the Partner.

A Completed Project

- Upon succession of sample fielding, you will promptly review and determine qualified completes (dictated by your realistic and industry standards), upon which time you will provide us with the final project costs due the Partner for services rendered associated with that project.

Researcher Rewards™

- As part of your paid membership you'll receive an account credit for the amount of 1% of any Final Project Costs that have been approved and paid by the Partner. These credits can be used towards subsequent membership or taken as a check payable to your company.

Initial: _____

You agree to:

- Not reach out to Partner/Vendor directly - defined as bidding or awarding projects without using Pangea Panel's established process - in attempts to circumvent the Pangea Panel system unless a recent (defined as past 3 months) and verifiable pre-existing online sample purchasing relationship can be exhibited. This contact restriction shall exist while a member and extend for 6 months after any possible termination as a member of Pangea Panel.
- Provide prompt, honest and accurate cost and evaluation details when providing feedback/rating the Partner in relation to services rendered on the particular project.
- Not attempt to modify Final Project Costs furnished us as they will be considered FINAL, upon Partner confirmation.
- Not copy, mimic, replicate, reverse engineer or otherwise use the process flow, programming code or other material found on Pangea Panel. Treat the Pangea Panel application/service 'as-is' and "as available" basis, with no implicit or explicit warranty and your use is done at your own risk.
- Not hold Pangea Panel in anyway responsible, liable or culpable for any and all services rendered by the Partner that were initiated through Pangea Panel.
- Allow Pangea Panel to include your company name, company details and any uploaded images to Pangea Panel in current and/or future marketing materials and to accomplish the transactional needs of the application.
- For studies where it is necessary to pay Partner(s) with any currency besides the US Dollar (USD), you will convert the costs to USD for Final Project Costs.
- Keep membership current or lose access to any and all historical details.
- Pay membership fees promptly.
- Promptly pay Partners directly for services initiated through Pangea Panel directly. Unless otherwise agreed upon, Pangea Panel does not facilitate payments.
- Accept cookies placed on your computer to aid in the easy transactions.
- Keep passwords and other details confidential.
- Hold any and all information, details, feasibility, cost or any transactional information generated or captured in Pangea Panel as property of Pangea Panel.
- Any Researcher Rewards - 1% earned during any free (unpaid) period are forfeited unless you engage in a paid membership, in which they will be transferred with use as prescribed above.
- Accept that rebate/rewards have no cash value until redeemed and can be revoked at any time.
- Accept that rebate/reward have no cash value if account is canceled, defunct or abandoned.
- Accept that rebate/rewards are released after the Partner confirms and pays the amount provided by you the Researcher.
- One rebate/reward will be issued per company/paid account based on the details provided by the initial membership. There will be no splitting the rewards. Multiple accounts with associated membership payments can accomplish any such need.
- Allow Pangea Panel to full bid engagement revenue estimates to settle the account if a study is closed but costs are still unconfirmed for a period of 30 days. In such a situation, no reward points will be issued to you, the researcher.
- Provide an exit interview, detailed letter or email in case of cancellation to allow us to better understand how we can improve Not use the Pangea Panel name, logo or tagline in any media, marketing, website or other publication without written consent.

Initial: _____

Your relationship with Pangea Panel should not be considered employment, contract work or otherwise.

You will make every effort to resolve any dispute amicably; whether it is a dispute you have with us or one we have with you. You will not threaten, harass, publicly humiliate us or use inflammatory language in order to achieve your objectives. Please reach out to us directly via writing us at contact@pangeapanel.com.

In the unfortunate event that we cannot settle the dispute, you agree that any legal action will be governed by the laws of the State of Utah, United States of America, without applying conflict of law provisions. You also agree that any action will be brought to a court in Utah County in said State of Utah and you hereby submit to their jurisdiction and authority.

The failure of Pangea Panel to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.

If any provision of these terms and conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be deemed null and void and shall not affect the application and/or interpretation of these terms and conditions. The remaining provisions of these terms and conditions shall continue in full force and effect, as if the invalid or unenforceable provision was not a part of these terms and conditions.

This agreement constitutes the entire agreement between you and Pangea Panel and governs your use of Pangea Panel, superseding any prior agreements between you and Pangea Panel (including, but not limited to, any prior versions of the Terms and Conditions).

By accepting this agreement you certify that you have the rights, power and authority to, and on behalf of your company and agree to be responsible for the terms and conditions contained therein.

Unless expressly written this agreement is with the your respective company wherein if the original agreement signer is no longer employed at your company or is later ineligible to engage into such an agreement, this agreement persists as if the original agreeing party still maintained employment. Additionally, if the agreeing company is acquired, merged or the entity is in anyway modified this agreement persists with the new company/entity or incorporation status.

If you have questions regarding this agreement please email contact@pangeapanel.com.

[end agreement]