

## TERMS AND CONDITIONS - PARTNER

**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 notify you of any amending or updating made to this agreement at any time by providing you an update to the effect via email used at time of signing this agreement, unless otherwise furnished in writing. You'll have 7 days from time of update notification to question or reject any changes via emailing [contact@pangeapanel.com](mailto:contact@pangeapanel.com). If there is no satisfactory resolution to any concerns with the revised agreement, the Partner can within 14 days of the notification exit the agreement pursuant to the term below. If no email is received by us from the Partner with the 7 day period, any changes are considered accepted and binding. Any new features that augment or enhance the 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 agreeing to sell online sample to Researchers/Buyers/Clients 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 Partner/seller/vendor will be considered, "you", "your", "yours". By accepting this agreement agreeing you understand that you are bound by the items below.

### Key Terms Defined -

#### Buyers/Clients/Researchers

- These are the firms and/or people that utilize Pangea Panel - via paid or unpaid memberships - to obtain market research services from you.

#### Final Revenue

- All money transferred and/or due to the Partner (you) in connection to market research sample purchases, project minimum charges, or any project management or link setup or likewise that was initiated in any form 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 possible non-USD currency will be converted by the Researcher for use on the Monthly Revenue-share Invoice (MRI -see below).

#### A Completed Project

- Upon succession of sample fielding, the Researchers will review and determine qualified completes (dictated by Researcher standards), upon which time the researcher will

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provide us with the final revenue (defined above) amount due you for services associated with that project.

Revenue Share (rev-share)

- The percentage of final revenue (defined above) that Pangea Panel is due per each completed project/survey (defined above). Rev-share is 15% of final revenue.

Monthly Revenue-share Invoice hereafter called "MRI":

- On or about the 1st calendar day of each new month all completed projects (defined above) will be compiled, rev-share computed and furnished to you for your prompt review and payment processing.

Agreement:

You agree to:

- Not reach out to Buyers/Researchers directly (without use of Pangea Panel) 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 extend for 6 months after any possible termination as a Partner in Pangea Panel initiated by the Partner. (Contact restriction is only 3 months if in response to agreement update/amendment as described above). If Pangea Panel feels the Partner is not a good fit for the Partner and terminates the relationship the contact restriction will be 3 months.
- Review for any MRI's issues within 3 business days from issuance. After 3 days the MRI is considered final and the full invoice is due.
- Pay the balance of MRI's within 30 days of issuance via USD currency.
- Include the MRI # on any payments made either electronic, check or otherwise.
- Pay any finance charges for delinquent invoices at 3% per month with a minimum finance charge of \$100.
- Be financially responsible for any collections for outstanding debts and/or legal recourse to recoup payment that will be applied to the outstanding balance.
- Promptly send the Researcher/Client an invoice for services rendered.
- Provide a copy of the invoice furnished a Researcher in such case that the Researcher is unwilling, unable or significantly delayed in providing Pangea Panel the final revenue amount (defined above) and that amount will then be reflected in the MRI.
- 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 furnish any inaccurate, misleading or deceptive representation of your panel offering including but not limited to size, reach and recruiting practices.
- Not hold Pangea Panel in anyway responsible for any delayed, delinquent, or non-payments for services rendered by the Researchers initiated through Pangea Panel.
- Allow Pangea Panel to include your company name, panel details and any uploaded images to Pangea Panel in current and/or future marketing materials and to accomplish the transactional needs of the application.
- Not copy, mimic, replicate, reverse engineer or otherwise use the process flow, programming code or other material found on Pangea Panel.
- Keep membership current or lose access to any and all historical details.

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- 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.
- 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.

Membership is voluntary and can be cancelled by either party at any time, however any forthcoming MRI payments will still be your responsibility after any cancellation and any outstanding MRI payment will be due until paid in full and subject to the financing stipulated above. Researcher contact restrictions as stated above still apply.

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 to get achieve your objectives. Please reach out to us directly via emailing [contact@pangeapanel.com](mailto: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 of Service).

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By signing 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](mailto:contact@pangeapanel.com).

Company Name	
Signature:	
Printed Name:	
Title:	
Date:	
Phone Number:	
Email:	

[end agreement]

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