



Ipsos AppLife App Terms and Conditions of Use- May 25, 2018

By installing this App, you are agreeing to:

- Ipsos collecting your location when you use the App;
- Ipsos inviting you to complete research surveys or diaries via the App;
- Ipsos using the information you provide, including any photos, video or location data for its research and storing this data on servers which will be in several locations amongst which, EU and US;
- Freely granting Ipsos ownership of any photos or video you upload using the App; and
- These terms of use.

If you do not agree to these Terms, you should not install the App, or if you have installed it, you must uninstall the application from your mobile device. These App Terms should be read alongside our Privacy Policy [\[link\]](#).

These Terms are personal to you and Ipsos and may not be enforced by any third party.

Information collected by the App:

The App will allow Ipsos to collect:

- With your prior agreement, your location when you use the App;
- The information you provide when you complete a survey or diary using the App;
- Any photos or video footage you take when prompted by the App;
- A code that identifies the web page the survey or diary was linked to. This code is only used to assist us with analysing the anonymous results of the research.

This information will only be used for genuine research purposes. Further details of the research project were provided at the time you agreed to take part. For further details of how the information collected via the App may be used, please see the App privacy policy that can be found here [\[link\]](#).

App provider:

This App has been made available to you by Ipsos BV, for and on behalf the Ipsos worldwide group of research companies. Ipsos BV with number 33187718 and its registered address is Amstelveenseweg 760, 1081 JK, Amsterdam, The Netherlands.

Ownership of the App:

The App remains the property of Ipsos and our mobile app provider. You are NOT allowed to make copies of the App, give it to someone else, nor try to sell it, make it available for other people to use or distribute it in any other way. You must not remove or attempt to alter any copyright, proprietary or legal notices contained within the App. Nor are you permitted to attempt to decompile, reverse engineer or attempt to modify the App in any way.

Your use of the App

You are only allowed to use this App for the purpose of taking part in our research. You can only use it on your own personal mobile device. You acknowledge that your agreement with your mobile network provider ("Mobile Provider") will apply to your use of the App. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the App or any such third-party charges as may arise and you accept responsibility for such charges.



If you are not the bill payer for the Device being used to access the App, you will be assumed to have received permission from the bill payer before installing or using the App.

You acknowledge that where you use services provided by Apple or Google (or any other third parties) in connection with your use of the App, you will be subject to Apple's, Google's (or the applicable third party's) terms and conditions and privacy policy and you should ensure that you have read such terms

If you use the App to upload any photos, video or other media content, you must:

- Ensure you only record images in place where you are permitted to do so. Don't record images in airport security areas for example.
- Only record images of other people if you have their consent.

By uploading any media content, including photos or video, you freely grant Ipsos a full worldwide, royalty-free, transferable and irrevocable license to use, copy, reproduce, modify, distribute, prepare derivative works of, display, perform and exploit such content for any commercial research purposes.

Ipsos want all members to be able to participate in this research project safely and with respect for the views and opinions of all participants. By using the App and participating in this research you understand that all messages, opinions, information, pictures or any other materials posted, are the sole responsibility of the person who posted the material.

You agree that you will not use the App to post or upload any material that:

- Is illegal or unauthorized. Including content or any messages that promotes or discusses illegal activities or encourages others to commit them.
- Is likely to disrupt our service in any way
- Is abusive, obscene or hateful. This includes language, information, or images. Masked swearing (e.g. "f__k") is deemed to be equivalent to including the actual swear word.
- Is threatening, harassing, libellous or defamatory either between research participants or directed towards an Ipsos moderator or other employee.
- Is bigoted, racially, ethnically, sexually or otherwise offensive toward anyone.
- Off-topic political or religious messages
- is aimed at advertising or marketing any goods or services.
- contains viruses, corrupted files, "Trojan Horses," or any other malicious code.
- Your personal contact details, or the personal details of other people.
- You know infringes any copyright, database right or trade mark of any other person.

It is important to note that Ipsos does not pre-screen any information posted by research participants using the App. However Ipsos reserves the right to remove any content that is posted via the App.

Warranties and Liability

The App and all content, functionality and features within it are provided "as is" and without warranties or representations of any kind either expressed or implied. To the greatest extent permitted by law, Ipsos and Ipsos's mobile app provider disclaims all warranties of satisfactory quality and fitness for a particular purpose and that content, information displayed in or on the App is accurate, complete up-to-date and/or does not infringe the rights of any third party.



While we use reasonable efforts to ensure that the App is free from viruses and other malicious code, neither we nor any other party involved in producing or delivering the Apps assumes any responsibility, or liability for any viruses or other malicious code that may infect your mobile device as a result of downloading, installing or using the App. Except where required by applicable law, Ipsos shall not be liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful code that they access from or via the App.

Save in respect of any liability for personal injury or death caused by our negligence, Ipsos shall not be liable for any damages, loss or injury arising in connection with these Terms and/or your use of, or the inability to use, the Apps, or any function of the Apps, howsoever caused.

Governing Law and Jurisdiction

These Terms are governed by the laws of the Netherlands and are subject to the exclusive jurisdiction of the courts of the Netherlands.