

## **Terms and Conditions**

Please read these terms of use carefully before you start to use the website. By using our website, we assume that you have accepted these terms of use and that you agree to abide by them. If you do not agree to these terms, please do not use our website.

## **Company information**

www.focusgroupsuk.com is a website operated by Focus Groups UK (We). Our offices are, Liberty House, 222 Regent Street, London, W1B 5TR.

## **Completing surveys**

Should you be accepted as a member, you will be sent surveys by e-mail, and may be invited to participate in other surveys (e.g telephone or focus groups). Members are free to complete as many or as few surveys as they want.

## **Accuracy of information**

The accuracy and integrity of Focus Groups UK surveys and the data collected is reliant on the honesty of registered panellists in matters such as the personal information they provide in respect of their accounts and their responses to the questions in the surveys they complete. We will close the account, without notice, of any member who we believe, knowingly provides false information or provides information carelessly or incompletely. Any payments due in respect to that member will be forfeited at the date of closure of that account. Any member who creates one or more duplicate accounts or provides inaccurate information in order to earn additional rewards, will also have all active accounts closed. We reserve the right to take any further legal action necessary and allowed in respect of deliberate non-compliance by members. For the avoidance of doubt, any member found contravening these terms will be prevented indefinitely from becoming a member of any online access panel or offline research owned or run by us.

## **Payments and tax on payments**

Any payments to members will be agreed in advance and will be paid via the members personal Paypal account or in amazon vouchers-members can specify which. Where we pay money to members, and such rewards are normally subject to taxation, all such costs are the sole responsibility of the person receiving the money. We will not be held liable for any taxation, or related costs, resulting from any payments made to members, and you indemnify us fully against such liability.

## **Termination**

You may cease to be a member of the website at any time. Should you wish to do so, your account will be closed and any monies due to the date of termination will be sent. After the date of termination, no further monies will be payable. All members are free to complete as many or as few surveys as they wish. However, if members consistently do not participate in relevant surveys over a significant period of time, Focus Groups UK reserve the right to

cancel membership, having established that the member is no longer an active member of the panel.

### **Any questions or concerns.**

If you have any questions or concerns about our surveys, or about any material on our website, please contact [hello@focusgroupsuk.com](mailto:hello@focusgroupsuk.com)

### **Accessing our website**

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice. We are not liable if, for any reason, our website is unavailable at any time or for any period. If you choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such as confidential, and you must not disclose it to any third parties. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

### **Intellectual property rights.**

We are the owner or the licensee of all intellectual rights in our website, and the materials published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of the identified contributors) as the authors of material on our website must always be acknowledged. You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Reliance on information posted.**

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

### **Our liability**

The materials displayed on our website is provided without guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude: All conditions, warranties and other terms which might otherwise be implied by statute,

common law or the law of equity. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for: Loss of income or revenue Loss of business Loss of profits or contracts Loss of anticipated savings Loss of data Loss of goodwill Wasted management or office time And for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

### **Information about you and your visits to our website**

We process information about you in accordance with our privacy policy. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

### **Uploading materials to our website**

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to 3rd parties any such materials for any purpose. We also have the right to disclose your identity to any 3rd party who is claiming that any material posted or uploaded by you to our website is in violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any 3rd party, for the content or accuracy of any materials posted by you or any other user of the website.

We have the right to remove any material or posting you make on our website.

### **Viruses, hacking and other offences**

You must not misuse our website by knowingly introducing viruses, Trojans, worms, logic bombs or other materials which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which it is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed-denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act of 1990. We will report any such breach to the relevant law enforcement authorities and we cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately. We will not be liable for any loss or damage caused by a distributed-denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

### **Linking to our website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our website must not be framed on any other website, and you may not create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to make any use of material on our website other than that set out above, please address your request to [hello@focusgroupsuk.com](mailto:hello@focusgroupsuk.com)

### **Linking from our website**

Where our website contains links to other websites and resources provided by 3rd parties, these links are provided for your information only. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **Jurisdiction and applicable law**

The English courts will have exclusive jurisdiction over any claims arising from, or related to, a visit to our website. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.

### **Questions and concerns.**

If you have any questions or concerns about any material on our website, please contact [hello@focusgroupsuk.com](mailto:hello@focusgroupsuk.com)

### **Privacy Policy**

Here at Focus Groups UK, we are committed to protecting and respecting your privacy. This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we treat it. For the purposes of the Data Protection Act 1998 (The Act), the data controller is FGUK Research Ltd, whose registered office is, Liberty House, 222 Regent Street, London, W1B 5TR

### **Information we may collect from you**

## **We may collect and process the following data about you:**

Information that you provide by filling in forms on our site, [www.focusgroupsuk.com](http://www.focusgroupsuk.com) (our site). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our site. If you contact us, we may keep a record of that correspondence. Focus Groups UK may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them. Details of transactions you carry out through our site and of the fulfilment of your orders. Details of your visits to our site (including but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise) and the resources that you access.

### **IP addresses and cookies**

We may collect information about your computer, including, where available, your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users browsing actions and patterns and does not identify the individual. For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us to: Estimate our audience size Store information about your preferences and so allow us to customise our site according to your individual interests Speed up your searches and recognise you when you return to our site.

### **Where we may store your personal data**

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted (using SSL technology). Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you do not share a password with anyone. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try and prevent unauthorised access.

### **We use information held about you in the following ways;**

To ensure that content from our site is presented in the most effective manner for you and your computer. To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes. To carry out our obligation arising from any contracts entered into between you and us. To allow you to participate in interactive features of our service, when you choose to do so. To notify you about changes to our service and to direct email invitations to registered members to participate in Focus Groups UK surveys, based on the information supplied in the personal profile section of each Focus Groups UK registered member.

### **Disclosure of your information**

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the companies Act 2009. We may also disclose your personal information to third parties: In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets. If Focus Groups UK or substantially all of its assets are acquired by a third part, in which case personal data held by it about its customers will be one of the transferred assets. If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and other agreements; or to protect the rights, property, or safety of Focus Groups UK, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

### **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [hello@focusgroupsuk.com](mailto:hello@focusgroupsuk.com). Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### **Access to information**

The Data Protection Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access requests may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

### **Changes to our privacy policy**

Any changes to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email

## **Contact**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [hello@focusgroupsuk.com](mailto:hello@focusgroupsuk.com)