

# MARKETAGENT.COM



## Terms and conditions

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Marketagent.com is a service of Marketagent.com online reSEARCH GmbH

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### **1) Subject matter**

The survey participants volunteer can gain by actively participating in interviews / surveys of Marketagent.com bonus points. The survey participants have to decide: leave it, whether and how often he would like to attend interviews / surveys. For each part, the subject receives an expense compensation. Any taxes or charges resulting from reimbursement of expenses must be remitted by the survey participants.

### **2) Contract basis and validity of the GTC**

Each survey participant accepts his registration with the present Terms as binding. Only these terms and web sites referred to therein are content of the contractual relationship between the survey participants and volunteers Marketagent.com. In the case of using the current version, published on this page Terms of Marketagent.com. Registered participants will receive a notification of changes to the terms and conditions via e-mail.

Changed Terms shall be deemed approved if the respondents were not in writing or by e-mail an objection. In this episode of the participants of Marketagent.com at the announcement is made explicit. The opposition must be received within 14 days after notification of the changes in Marketagent.com. Otherwise, the new rules have been accepted. The receipt of the objection is confirmed by Marketagent.com and has the resolution of contract by Marketagent.com result.

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## **3) Eligibility and disqualification**

To take part in polls/surveys of Marketagent.com the following conditions must be met:

- These terms and conditions must be recognized.
- Participation is only allowed to private persons who don't use the service of Marketagent.com commercially.
- In order to become a participant at Marketagent.com you must either have completed the 14th year of age or have the consent of a guardian.
- Participation is currently possible only for persons with actual residence in Austria, Germany, Switzerland, Czech Republic, Hungary, Slovenia, Italy, Slovakia, Croatia, Serbia, France, Poland, Bulgaria, Netherlands, Belgium, United States of America, United Kingdom, Romania, Turkey, Russia, Belarus, Norway.
- The participant/respondent is committed to provide correct information at registration. The identity may be reviewed by Marketagent.com in form of a copy of the passport.
- Especially for the delivery of money transfer these information are indispensable necessary.
- Per participant only one registration at Marketagent.com is permitted.
- The individual access of each participant is not transferable.
- Marketagent.com reserves the right to refuse participants after completing registration.

## **4) Selection of survey participants**

If more than the required respondents to select criteria for a survey / poll, the choice is random. The number of bonus points does not matter in the selection. A right to participate in polls / surveys within a given time does not exist. Marketagent.com reserves the right, without giving any reason any or all participants of the extent limited by time or bringing them on the benefits of Marketagent.com.

## **5) Remuneration for participating in surveys**

Marketagent.com remunerates the participation in interviews / surveys with bonus points. The number of points per project will be determined by Marketagent.com depending of survey and length and is in the highest binding for all participating subjects. Entitled to a payment different from the redemption of bonus points does not exist. The decision is final.

The valid compensation expense under the menu item "Compensation Overview" published and will vary depending of survey and length. A claim for compensation is only fully completed and usable surveys arrived at Marketagent.com / surveys. Marketagent.com you can claim compensation only for interview participation, if the associated data have been received by us.

Marketagent.com paid to participate in polls / surveys under the current compensation program. The payment for the participation by each of the specified in the invitation / introduction and form of compensation, according to chart on the website of Marketagent.com.

Marketagent.com reserves the right to adjust the amount of compensation expense. The change in the level of remuneration is published by Marketagent.com on the website under the menu item "Compensation Overview".

The collection of bonus points is possible by taking part in polls and other surveys of Marketagent.com. Other options (such as the spiking of the account by cash payments) are not. The bonus points will remain valid for 2 years.

## **6) Remuneration for the hiring of third parties**

Additional fees may be obtained through the hiring of third parties by the respondents. A third person has been recruited as of the survey participants, if the third person in their registration, the survey participants for reference and names of at least one survey Marketagent.com actively participates. The salary will be in a single credit to the points account of the survey participant. The

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amount of the fee is on the website under the menu item "Compensation Overview" can be seen. The bonus points will remain valid for 2 years.

## **7) Payout**

Payment of the balance of the survey participant if the participant can fully or partially to a bank account or via other payment alternatives offered by Marketagent.com. The payment to a bank account is made by bank transfer or other payment forms. The current offer payment alternatives, please see the website under the menu item exchange market.

The credit remains in force unless it supplies the subscriber with a planned, before using. The minimum number of points-per-sharing transaction with 200 points (= € 2, -) fixed. Should the participant paying a credit balance is less than € 15, - to his bank account, so Marketagent.com of a processing fee of € 1, - charged. The credit will be applied to less handling fee within 4 weeks of the intended use. Transfers from € 15, - charges paid. Transfers to the account of one of our donation partners are exclusively free of charge. Marketagent.com undertaken to rule out any survey participants for their account balance of polls and to be preferred.

A package of bills or bank statements is not provided. As proof of payment are bank transfer or payment orders made by Marketagent.com. Each time the current state of the credit can be accessed via the homepage under the menu item "balance". For the accuracy of the information does not guarantee Marketagent.com. Objections to the amounts paid or not paid by the participant to raise cash at any rate in writing.

## **8) Figures provided**

A participant deliberately falsified the results of a project, eg further submitted by false information on registration or a survey / collection, and after repeated application with different e-mail addresses, or gives his password, Marketagent.com reserves the right to exclude the survey participant volunteers. The damage caused by the behavior of the participant / subject injury is at the expense of his previously earned bonus points. The assertion of further damage reserves Marketagent.com extended.

Each registered participant / respondent may have only one account and is obligated to treat its credentials (username and password) confidential. He is Marketagent.com be responsible for the use of his user name and password.

If the password is used without authorization, the participant / volunteer is required to put Marketagent.com thereof and / or change its password in the survey participants-field questions. Changes in the user data is immediately It only by the stone beneficiary survey / test.

## **9) Disclosure of information**

The participant agrees to the information obtained by the polls and surveys to store information or make over to third parties.

## **10) Update and change personal data**

By changes in personal data of the survey participants, the modifications in his profile on our website to make yourself. If no changes are communication, documents / profits and bank transfers are considered received the survey participants if they were to the participants of the survey sent last known address or transferred to the bank. Regardless of all survey participants / subjects are even invited annually to update your registration information by e-mail.

## **11) Privacy Policy**

Your information will be kept strictly confidential and always evaluated anonymously. In surveys for our clients, they will get only the results of an investigation, but never your personal data.

The collection, processing and use of data is subjected to the strict guidelines of the Austrian data protection law. The collected data will only be processed and used by Marketagen.com as necessary to conduct investigation and permitted by law. Your consent is voluntary and can be

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revoked at any time. This also includes the consent to receive our newsletters. This consent may be denied in the registration process, and can also be revoked by you at any time.

Participation is only possible if the participant consents to the use of the required data. By accepting the terms this consent is applied. Your data are in safe hands. The personal data will only be used in a lawful manner. In addition, they will be only used for the objective business purpose, which is for invitation to surveys, for billing/payment of bonuspoints and thereby for sending newsletters as part of our services.

Marketagent.com committed not to pass any personal data to third parties or sell address data. You have the option to update your data at any time. If you stop working with us, your data will be deleted after 60 days.

The services of Marketagent.com use cookies. You have the option of setting up your browser so that it informs you when you receive a cookie. Then you can decide whether to accept it or not. For all sites from Marketagent.com, where you will be asked to register or other data will be collected, you must accept cookies. Otherwise the functions and services by Marketagent.com are not guaranteed. None of these cookies contain your password or similar in text form. This would make your data safe from abuse. Some of our pages use Google Analytics, a web analytics service provided by Google Inc. which analysis the use of the website.

In the event of a dispute, the data will be kept up to a legally valid decision. Except are data which are needed due to complaints by the participant or legal requirements. In absence of these reasons the data will be deleted.

## **12) Obligations of the subjects / participants**

In particular, is that the participant / subject has to

- keep his user data (especially the password) secret and prevent unauthorized usage in any way,
- avoid and prevent any improper usage of his user data,
- report immediately any suspected misuse of his user data to Marketagent.com.

Marketagent.com shall not be liable for technical malfunctions, their causes are not the responsibility of Marketagent.com, and for damages by natural disasters. Marketagent.com is not liable for damages resulting from acts of third parties.

Marketagent.com is only liable under the law, unless intent or gross negligence. The liability for slight negligence is excluded.

Links, banners and the like shall not imply endorsement by third parties and their benefits for Marketagent.com. Marketagent.com is not responsible for the content of sites, including prices and availability of products from third parties, even if it referenced by hyperlinks, banners or otherwise. Marketagent.com expressly disclaims any responsibility for the content or opinions that are accessible via links through Marketagent.com. The responsibility lies exclusively in the area of the operator.

Marketagent.com liable, the liability is always on for the foreseeable Marketagent.com of damage. Furthermore, it is always the liability for consequential damages, indirect damages, not savings, lost profits, interest, losses and damages from third-party claims asserted against the participants.

## **13) Spamming**

The participant / respondent agrees to the recruitment of unknown third persons not address them without being asked (so called spam), or by e-mail or by phone or fax. This is especially true for public discussion areas on the Internet, such as newsgroups, mailing lists, etc. They damage with improper conduct and Marketagent.com. We therefore reserve the right to exclude participants with gross violations of the Services. In the event of a breach of this commitment, the participants will be excluded from participation in Marketagent.com with immediate effect. The claim by then

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accumulated on credit is eliminated. All costs and expenses incurred Marketagent.com such an infringement shall be borne by the participants. The claim further damages remains unaffected.

## **14) Term and Termination**

You can always unsubscribe from the services of Marketagent.com. This holds no disadvantages for you. Regarding your credit score, you can still access it for 14 days after the canceling of your subscription.

According to the principle of fairness Marketagent.com can also terminate participation in service, if here is reasonable doubt that a breach of this Agreement has occurred without giving reasons. The previously accumulated credit can still be accessed within the next 14 days (unless different arrangements by these Terms and Conditions), provided that no breach of the Terms and Conditions has occurred. Cancellations must be submitted in writing or by email, or made directly on the Marketagent.com site.

## **15) Choice of law, Jurisdiction**

The contracting parties agree the application of Austrian law, moreover the regulations of the General Civil Code applies. For consumer within the EU their national consumer law applies, unless the relevant Austrian laws are more favorable to the consumer.

For contracts with companies, our office is based in agreed jurisdiction. For contracts with consumers, resident in one of the EU member state, we also recognize the court of the customer's domicile. The jurisdiction with consumers outside the EU is governed by the law.

## **16) Language**

The contract, all other information, customer service, data information and complaint handling are offered in German, French, Slovenian, Czech, Hungarian, Italian, Slovakian, Croatian and English.

## **17) Place of company's business**

Contracts with other companies are fulfilled at our company's residence.

## **18) Warranty**

Warranty is based on statutory provision.

## **19) Other**

We accept the "Internet Ombudsmann" as an out of court conciliator. For further questions regarding conciliation, please contact our customer support: [info@marketagent.com](mailto:info@marketagent.com) or "Internet Ombudsmann": [www.ombudsmann.at](http://www.ombudsmann.at).

Voluntary guideline of behaviour: [www.guetezeichen.at](http://www.guetezeichen.at)