

GENERAL TERMS AND CONDITIONS OF EUROPEAN NATIONAL PANELS (ENP)

The following general terms and conditions are applicable to the contractual relationship between European National Panel and the Client unless there are other general terms and conditions agreed on by both parties in a separate contract/agreement.

SCOPE OF SERVICES

The contractual scope of provided services of ENP is determined in accordance with the content of the specific contract, which is always agreed upon separately in writing, typically in the form of an email project order. ENP is following strict guidelines of external and internal standards that are above the regular professional standards of the market research industry.

SIMAR standards (Czech Association of market research companies) <https://simar.cz/english.html>

ESOMAR standards <https://esomar.org/codes-and-guidelines>

INTERNAL standards - we allow a maximum of 3 questionnaires per week, 45 questionnaires per year, we do not allow river sampling (invitations to surveys during some other online activity, via online banners, advertisements, promotions, offers), we do not allow survey routing (using a hub where panelists are directed to multiple surveys where they have higher chance to pass the screen), we do not allow multiple surveys in one day. Every questionnaire run in ENP is checked by the assigned Project manager for proper language to make sure it is appropriate for the given region, we check for inappropriate content (pictures, expressions). Each questionnaire is tested for status screened out, and completed. New panelists are recruited via online, and offline channels and all have to go through a double opt-in process and personal verification (telephone call or ID check). Each panel member has to agree to the Members' conditions and GDPR agreement. Our response rate is extremely high - 75% in CZ and SK and about 60% elsewhere. We treat our panelists fairly, they are our "family silver". Each questionnaire is tested for status screened out, and completed. New panelists are recruited via online, and offline channels and all have to go through a double opt-in process and personal verification (telephone call or ID check). Each panel member has to agree to the Members' conditions and GDPR agreement.

TERMS OF COOPERATION WITH EUROPEAN NATIONAL PANELS

- The minimal price which covers our setup cost is EUR 350
- Prices cover up to 5 screening questions with a maximum length of 2 minutes, more extended screening will be charged according to the actual cost
- Should the actual measured IR prove to be lower than expected, or should the client lower the required number of completes during the fieldwork, or should the drop-out rate (for technical and other reasons) be higher than 10%, or LOI be longer than agreed on, the CPI is subject to recalculation and feasibility cannot be guaranteed
- The invoice is issued when the actual number of completes is confirmed with the client and is due in 60 days upon fieldwork completion
- No personal data collection is allowed
- No cookie-dropping scripts are allowed in the questionnaires without prior approval from ENP, fieldwork might be declined or canceled when a dropping script is detected
- Tracking studies longer than 3 months are charged at least once in 3 months
- The cancelation fee is 150 EUR (after sending redirects), cancelation fee after the test of the questionnaire is 350 EUR
- The price for long-term projects (mainly tracks or repetitive yearly projects) might be increased if the annual inflation based on CPI of the previous year in a given country is higher than 2%, this figure is published by the local Statistical office

- Any reference to European National Panels as a source for any type of public report must be approved by ENP
- The late payment penalty is 3% per month
- The offer is valid for 90 days
- All prices are stated without VAT

PRICING AND TERMINOLOGY

The project price (quotation) is calculated based on the number of fully completed questionnaires, length of the interview, and IR% unless stated otherwise. All agreed prices are net prices and are subject to VAT (value-added tax) at the statutory rate applicable at the time when the service is provided.

The rate of completed interviews is defined as the number of completed interviews/number of panelists who responded to the survey regardless of their status (completed, screened out, quota full, quality check, etc..)

RR % (response rate) is defined as the number of panelists who responded to the survey regardless of their status (completed, screened out, quota full, quality check, etc..) / total number of invited panelists.

IR % (incidence rate) is defined as the number of completed interviews / (screenouts +completed interviews).

Screenout is defined as panelists who did not fit the targeted audience and was excluded from continuing the questionnaire within the first 5 questions located at the start of the questionnaire or during the first 2 minutes.

Quality check (out) status is defined as the status for panelists who did not meet the given quality check criteria (control questions such as mark answer xy, push this radio button, etc..).

LOI or length of the interview is defined as the median length of the interview for all panelists who fully completed the questionnaire. If the actual measured LOI differs from the LOI agreed in the project order, or if there are technical difficulties not caused by ENP sw or process, ENP has the right to suspend its services and /or adjust the price accordingly.

Quotas or quota plan is defined as the desired allocation of the total number of all completed interviews in compliance with quota characteristics (age, gender, location, etc..). All quotes must be discussed with ENP at the quotation stage and agreed on in the project order. If there are crossed quotas) the ENP must be informed in advance as this aspect has a big influence on feasibility and pricing.

Quotafull status is defined as the status of panelists who have successfully passed the screening criteria, but at some given quota (age, gender, location, etc..) the system found out that the particular quota is already full.

Invalid interviews are defined as interviews that were not finished or excluded from the count of completed interviews by the Client due to failure to comply with the Client's checking systems (IP address check, duplicate membership checks, hardware imprints/test systems, quality control mechanisms such as straight line, open-ended questions, time check for each question, etc..). ENP has the right to be informed about the use of the checking systems/mechanisms during the time of quotation and these shall be agreed upon in the project order. If some completed interviews are not paid by the Client due to invalidity of the interview, ENP can request specific reasons for invalidity of interviews on an individual basis in case there is a reasonable doubt about the process or reason (for example, the panelist filled the survey to his/her best ability and feels that he/she should be paid for the incentive/work completed).

Device suitability or compatibility is defined as the compatibility of the questionnaire with the participants' hardware or software. If a questionnaire cannot be completed using all standard types of

hardware (desktop, laptop, tablet, smartphone) and browsers (Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Apple Safari, Opera, etc..) or can only be completed subject to specific hardware or software requirements, ENP has to be informed about this at the time of inquiry and this shall be stipulated in the project order. If, during a project, ENP finds out that the device suitability does not correspond to the device suitability stipulated in the project order, ENP is entitled to suspend its service/adjust the price accordingly.

Survey language is defined as languages of the respective country unless otherwise agreed in the project.

Field time is defined as the duration of the field time that is specified in the project order and shall include the number of days (weekdays, weekend days). Later change to the field time specified by the Client (for example, reduction or extension), entitles ENP to suspend its work/adjust the price accordingly.

QUALITY CHECK, DASHBOARD, CANCELATION OF THE PROJECT

Subjective evaluation of the answers' quality has no effect on the price for the project, the parties may agree on specific quality criteria in writing at the quotation stage (before the project starts), provided the particular circumstances allow for this.

The Client is responsible for providing ENP with a sufficient project information dashboard accessible via an online connection where the ENP project manager can see the status of individual quotas (if they are used), the number of interviews started, the number of dropouts, screenouts, quota-fulls, and number of completes. If there is a discrepancy between the dashboard system of the Client and the internal sw used by ENP greater than 5% and this discrepancy is not properly explained by the Client, ENP has the right to use its own sw system for pricing. Every panelist redirected to ENP via complete-redirect is always calculated as complete.

ENP reserves the right to cancel the project for an objectively justified reason if the processing of the project would breach the rules of professional conduct if the project has substantial difficulties coming from technical problems on the Client's side and in the event of a failure to reach an agreement between ENP and the Client about the price adjustment requested by ENP (based on significant deviation from the agreed pricing criteria). ENP shall inform the Client about the cancellation and the reason for cancellation in writing without delay. If the Client is responsible for the cancellation, the Client shall pay the cost already occurred on the project.

EXTRA FEES, PROJECT DISCREPANCIES

If there is any additional request not covered and priced in the project quotation, it is possible to provide this service assuming that both parties (ENP and the Client) have agreed separately on the conditions and pricing in writing, extra fees are to be paid separately by the Client.

If there are significant discrepancies in a project, ENP reserves the right to temporarily suspend work on the project and adjust the price accordingly after informing the Client of this in writing, the same applies if the Client has outstanding invoices past the due term. If the Client is not in agreement with the project adjustment or price adjustment, both parties are free to withdraw from the contract, however, the Client is obligated to pay the occurred costs.

INVOICING

The Client shall provide all information required by ENP for the purpose of project invoicing at the time of placing the order. This includes the invoice address, cost centers, delivery address, order numbers or project names, and invoice sw systems which are presumed necessary for the Client to accept the invoice. Invoice information not provided at the time of the project order cannot be required on the invoice and cannot, therefore, be used as justification to refuse to accept the invoice.

RESPONSIBILITY OF CLIENT

The Client is responsible for the lawfulness of the survey/project and that the project is not interfering with any third-party rights. The Client is responsible for the content of the survey, ENP will not allow offensive content that harasses or supports harassment of anyone, is pornographic and/or in breach of the Youth Protection Act, supports racism, bigotry, hatred, or physical violence of any kind towards any group or individual, or promotes illegal activities or conduct. ENP is not obliged to check project orders for their legal permissibility. The Client shall not use or distribute any content that is protected by law (e.g. by copyright law, trademark law, patent law, design law, or utility model law) without authorization. The Client may only use photos or content containing trademarks or other identifiers (company logos, work titles, etc.) if the Client holds the rights of use or is the owner of the copyrights, trademark rights, ancillary copyrights, personal rights, or other rights. ENP is not responsible for any claims against the Client.

CONFIDENTIALITY, GDPR

ENP shall treat all information supplied by the Client as strictly confidential and shall only use it to carry out the order. ENP is entitled to destroy the information provided by the Client for the provision of the service as soon as the order has been fulfilled. The Client shall treat the content of the contract concluded with ENP and the associated information, especially quotations including pricing and/or feasibility and/or participant data provided for study purposes, in the strictest confidence, unless this is in contravention to applicable laws obliging the Client to disclose and/or pass on confidential information.

ENP complies with all relevant data protection laws, in particular the requirements of the General Data Protection Regulation (GDPR). In order to protect panelists' data, this data remain anonymous for the Client. ENP provides the Client with the panelist's anonymous hashed ID which cannot be used to identify the participants. On completion of an order, the Client must immediately delete the IDs provided. Under no circumstances is the Client entitled, without ENP written agreement, to try to access the participants' contact details or other personal data, or to contact them using data from elsewhere.