

## **Prolific Academic Participant Terms**

### **1. Introduction**

The website [www.prolific.co](http://www.prolific.co) (the “**Website**”) is owned and operated by Prolific Academic Ltd (“**we**”, “**us**”, “**our**”) registered in England and Wales under company number 08991598 having our registered office at The Wheelhouse, Angel Court First Floor, 81 St. Clements Street, Oxford, OX4 1AW.

The service we offer via the Website (the “**Service**”) consists of the provision of a platform for an academic or commercial researcher (“**Researcher**”) to launch an online research study, pre-designed by that Researcher using the Service (“**Study**”) in which pre-screened participants (each a “**Participant**”, “**you**”, “**your**”) may participate by making a submission to the Researcher in response to the Study (“**Submission**”) in accordance with any additional terms and conditions agreed between the Researcher and Participants specific to that Study, including any Study listing (“**Study Terms**”), in return for a reward specified in the Study Terms (“**Reward**”). Studies are listed on our Website, but your Submission and completion of any Study will take place on whatever third-party platform the Researcher has chosen to host the Study.

In addition to the **Study Terms**, these **Participant Terms**, the **Website Terms** at <https://prolific.co/terms> and **Privacy Notice and Cookies Policy** at <https://www.prolific.co/privacy> govern the basis on which you make your Submission to the Researcher for each Study. Please ensure that you have read and understood them and have printed off a copy for your further reference.

### **2. Our Role**

Your use of the Website as a Participant is subject to these Participant Terms, which form part of the contract between you and us, and which may be enforced by us, in the same way as our other terms and conditions.

Under the Researcher Terms agreed between us and each Researcher, the Researcher authorises us to act as its commercial agent to negotiate and/or conclude contracts for your participation in the Study on these Participant Terms and the Study Terms. This means that when you make a Submission to the Researcher, and accept any Study Terms, you will also be entering into a contract with the Researcher which comprises those Study Terms (if any) and these Participant Terms.

We pay Rewards to Participants from the amount paid to us by the Researcher for each Study (“**Study Costs**”) which include the fee charged by us to the Researcher for providing our Service (“**Platform Service Fee**”). We do not charge any fees to Participants.

Rewards are only payable to you via the Service. You must not claim Rewards from us or any Researcher outside the Service.

You deal with us, and supply your Submissions to each Researcher, as an independent contractor in your own right, and not as our or any Researchers’ employee of us or any Researcher.

Nothing in the Participant Terms is intended to confer any benefit or entitlement on any person who is not a party to them, and no such other person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

Except as expressly provided in these Participant Terms, we are not the agent, intermediary or other representative of the Researcher. We are not your agent, intermediary or

representative in any way. You and each Researcher deal with each other at your and their own risk, and disputes will be resolved between you and the relevant Researcher.

### **3. Registration**

To register to use the Service and make Submissions as a Participant you must enter your first and second name, email address, and choose a password. You will then be asked to provide further personal information for the purposes of pre-screening to ensure that you participate only in those Studies that you qualify and are suitable for. Pre-screening information may include demographic information such as your age, ethnicity and nationality (although these are non-limited examples and we will comply with UK discrimination laws). We may from time to time request that you provide further information or documentation to verify your pre-screening information, and you may not be able to participate in certain Studies unless we have verified your pre-screening information to our satisfaction. By applying for registration to use the Service you warrant and undertake (as the context requires):

- that you are at least 18 years old;
- that you have authority to enter into legally binding contracts and that you agree to be bound by all terms and conditions of these Participant Terms;
- that all the information provided to us for the purpose of registering for the Service is true, accurate, current and complete in all respects;
- that you authorise the electronic transfer of funds to your bank account in accordance with the 'Payments' section of these Participant Terms;
- to notify us immediately of any changes to the information provided on registration or to your personal information;
- that you will abide by Prolific's stand against discrimination or abuse (see below).

Once this process is complete, we may open a secure data account specifically for you in our systems ("**Participant Account**"), but we reserve the right not to do so for any reason or no reason. If we believe that any information provided to us by or concerning you is false then we reserve the right to suspend or terminate your Participant Account with immediate effect.

Any personal data provided by you to us will be processed by us in accordance with the Privacy Notice and Cookie Policy (<https://prolific.co/privacy>).

We will not disclose your personal data to Researchers, although Researchers will see anonymised demographic data relating to Participants for screening purposes. Researchers may request that you provide them with your personal data and any personal data given to Researchers by you is provided at your sole risk. Please note that in addition to our rights under the Privacy Notice and Cookies Policy <https://prolific.co/privacy>, we reserve the right to use tracking mechanisms to ensure that you do not take part in a study more than once.

You must only use the Service using your own username, email and password, and are responsible for all actions taken under your chosen username, email and password. You may not transfer or sell your username, email address or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them. You must make every effort to keep your password safe and not to disclose your password to anyone. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Participant Terms, the Website Terms or the Privacy Notice and Cookies Policy.

If you know or suspect that anyone other than you knows your password or has made any use of your Participant Account, you must promptly notify us at [support@prolific.co](mailto:support@prolific.co).

#### **Anti-discrimination and abuse**

Prolific will not tolerate racism, discrimination, violence or abuse of any kind. We embrace

diversity and are committed to ensuring a workplace, culture and platform that is free from discrimination or abuse in any form. If there are any instances of racist, discriminatory or abusive language used in dealing with the employees or any staff working for either Prolific, the Researchers or any of our partners then we shall terminate your account immediately and without notice.

#### **4. Studies and Submissions**

Studies will be listed on the Website from time to time but your Submission and completion of each Study will take place on whatever study platform has been selected by the Researcher, and not on our Website. We do not moderate Studies and are not responsible for their content. Any participation by you in any Study is at your own risk.

You may, before participating in a Study, be required to agree to such additional terms and conditions as may be included in the Study Terms. While the majority of Studies provide for Participants to remain anonymous to the Researcher, the use by the Researcher of any personal information you communicate in the course of a Study will be governed by such additional Study Terms as you have agreed with the Researcher and/or by any privacy notice included by the Researcher with those Study Terms.

It is your responsibility to ensure that your Submission is of reasonable quality and meets the specific requirements of the Study. You accept that if your Submission does not meet the requirements of the Study or is determined by the Researcher in the Researcher's discretion not to be of reasonable quality, you may not be paid any Reward or may be paid only a partial Reward.

Your Submission must not contain any offensive or illegal material. Submissions to Studies are not moderated by us and we are under no obligation to oversee, monitor or moderate Submissions. We may, but are not obliged to, assist in resolving any dispute between you and any Researcher which arise as a result of, or which are related to, the Service.

Subject to any terms and conditions to the contrary in any Study Terms, all intellectual property rights in any Submissions are owned by you.

#### **5. Payments**

We will process all Rewards payable to you in connection with the Submissions you make via the Service from Study Costs received by us from Researchers prior to each Study being posted on the Website.

After you complete a Submission to a Study, you will need to wait until your Submission is approved by the Researcher before receiving the relevant Reward. If the Researcher is not reasonably satisfied with your Submission, the Researcher may reject the Submission and no Reward shall be paid or payable to you. Approval (or rejection) of Submissions by Researchers will usually be within 24-48 hours of your completion of the Study. Unless rejected, all Submissions will be automatically approved three weeks after receipt of the Submission.

If your Submission is approved by the Researcher, we will apply the Reward to your Participant Account on the Website within seven working days of such approval. We are obliged to return unclaimed Rewards to the Researcher, so you must claim each Reward by requesting the payment of that Reward via the payment method specified in your Participant Account within 6 months from the date we apply the Reward. We reserve the right to withhold payment unless and until you have accumulated at least £5.00 in total Rewards. If you have not accumulated at least £5.00 in total Rewards within 18 months after a Reward first becomes payable to you, the amount of that Reward shall no longer be payable to you and

we shall debit your Participant Account and return the amount of that Reward to the Researcher.

Payment of Rewards to you shall be made through our payment processing service provider PayPal, Inc. (to your PayPal account). The collection and processing of your credit or debit card details and other personal data are detailed in the Privacy Notice and Cookies Policy ([www.prolific.co/privacy](http://www.prolific.co/privacy)).

Any rewards payable will be inclusive of any applicable VAT or any equivalent or similar tax imposed outside of the United Kingdom.

We reserve the right to terminate, suspend or to delay the payment of any Reward, at our sole discretion without any liability on our part:

- a) in circumstances beyond our control (including, but not limited to, natural disasters, failures of telecommunications networks, power failure, data loss and the acts of any government) which prevent the proper execution of the transaction;
- b) if we are unable to confirm your identity or have reason to believe that the transfer requested is unauthorised;
- c) if we believe that you are in violation of these Participant Terms; or
- d) if any dispute exists involving your nominated account or Submission.

Nothing in these Participant Terms shall give rise to a relationship of employer and employee between you and us or between you and any Researcher. Please note that all Rewards earned through your use of the Service may constitute income for which you have personal tax liabilities which may be notifiable to your local tax authority. You warrant and undertake that you will pay any applicable taxes on all income derived from Rewards.

## 6. **Limitation of Liability**

Except as expressly and specifically provided in these Participant Terms, the Website Terms, Privacy Notice and the Study Terms (which apply between you and the Researcher):

- a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Participant Terms and the Study Terms; and
- b) the Service and each Study is provided on an "as is" basis.

Notwithstanding any other provision in these Participant Terms and the Study Terms, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

- a) death or personal injury resulting from ours or a Researcher's negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any matter for which it would be unlawful for us or a Researcher to exclude or limit or attempt to exclude or limit our or the Researcher's liability.

Subject to the above:

- a) neither we nor any Researcher shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
  - i) loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or
  - ii) special, indirect or consequential loss; and
- b) our and each Researcher's total aggregate liability to you under or in relation to these Participant Terms or their subject matter (whether in tort (including for negligence or

breach of statutory duty), contract, misrepresentation, restitution or otherwise) shall not in any event exceed £50 (fifty UK pounds sterling).

You agree to indemnify us against all costs, losses, damages, expenses and liabilities (including, but not limited to, reasonable administrative and legal costs) suffered, incurred or paid out by us as a result of your breach of these Participant Terms, the Website Terms or the Privacy Notice and Cookies Policy.

This clause does not affect your statutory rights if and to the extent that you are acting as a consumer.

## **7. Suspension or Termination**

You may at any time elect to stop using the Service. Please contact us at [support@prolific.co](mailto:support@prolific.co) if you wish to close your Participant Account. If you wish to close your Participant Account, it is your responsibility to ensure that any accumulated Reward is paid to you before closure.

We reserve the right to terminate or suspend your access to the Service immediately and without notice to you. We generally won't do this unless we have cause to do so. Circumstances which might give rise to account suspension or termination include (but are in no means limited to) the following:

- a) we have been unable to verify your pre-screening information to our satisfaction;
- b) any of your Submissions is not of reasonable quality, does not meet the specific requirements of the Study, or is determined by the Researcher in the Researcher's discretion not to be of reasonable quality;
- c) you are in breach of any term or condition of these Participant Terms (repeatedly or otherwise);
- d) you are impersonating any other person or entity;
- e) when requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity;
- f) you have breached our anti-discrimination or abuse policy; or
- g) we suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity in relation to the Service.

## **8. Disputes with Researchers**

You acknowledge that you use the Service at your own risk. We shall have no involvement in the resolution of any disputes between you and Researchers which arise as a result of or which are related to the Service.

## **9. Disputes with us and the right to appeal**

If any dispute arises between you and us in connection with your use of Prolific, then we'll attempt to resolve that dispute through discussion. If we are unable to resolve the dispute by discussion, then the courts of England shall have exclusive jurisdiction over any claim. If you are not resident in England or Wales then we may bring proceedings against you in any court in your country of residence.

### **Right of Appeal**

Where your Participant Account has been suspended or terminated you are able to appeal the decision by getting directly in contact with our support team at [support@prolific.co](mailto:support@prolific.co)

Whilst we are not obliged to give a reason for the suspension or termination of an account, we will, where possible, give you an opportunity to state the grounds for your appeal.

However, if, after consideration of those grounds we do not change our decision there will be no further right of appeal and Prolific's decision is final.

## 10. **General**

**Governing law.** Your agreement with us under these Terms is governed by the laws of England and Wales.

**Assignment.** You may not assign the benefit of these Participant Terms without our prior written consent. We may assign the benefit of these Participant Terms at any time, without notice. Subject to the foregoing, these Participant Terms will be binding on each party's successors and permitted assigns.

**No Waiver.** No failure or delay by us to exercise any right or remedy provided under these Participant Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**Notices.** All notices relating to these Participant Terms will be sent by e-mail or will be posted on the Website. We will send notices to you at the e-mail address maintained in our records for you. You must send notices to us at support@prolific.co or by recorded delivery to our postal address of The Wheelhouse, Angel Court First Floor, 81 St. Clements Street, Oxford, OX4 1AW. E-mail notices are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received the business day after transmission if properly addressed to the intended recipient and if no error or server message indicating non-delivery has been received by the sender. Postal notices are deemed received when delivery is recorded.

**Updates.** We may revise these Terms from time to time. If you do not accept the revised Terms then please stop using the Website and follow the instructions for Participant Account closure in clause 7 above. However, by continuing to use the Website you will be deemed to have accepted the revised Terms.