

Prolific Academic Researcher Terms of Service

1. Introduction

The website 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, UK.

The service we offer via the Website (the “**Service**”) consists of the provision of a platform for an academic or commercial researcher (“**Researcher**”, “**you**”, “**your**”) to launch an online research study, pre-designed by that Researcher using the Service (“**Study**”) in which pre-screened participants (each a “**Participant**”) may participate by making a submission to the Researcher in response to the Study (“**Submission**”) in accordance with the [Participation Terms](#) and certain 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 Submissions may be made and Studies completed on whatever third-party platform you have chosen to host the Study.

In addition to the Participation Terms and the Study Terms, these terms and conditions (“**Terms of Service**”) together with our Website Terms of Use and Privacy Notice and Cookies Policy set out the entire agreement between the Researcher using the Service (the “**Researcher**” or “**you**” as the context requires) and us relating to the Service and your use of the Service.

Your application for registration to use the Service as a Researcher is an offer by you to enter into a binding contract with us under these Terms of Service which we are free to accept or decline at our absolute discretion. If your registration is accepted you will be legally bound by these Terms of Service. Please ensure that you have read and understood them and have printed off a copy for your further reference.

We may amend any term or condition of these Terms of Service any time at our sole discretion and will notify our registered users of any such amendments. Such amendments will not affect Studies that you had already initiated before we notified you of the amendments. Your continued use of the Service for new Studies following such notice will constitute acceptance by you of such amendments.

2. Our Role

As a Researcher, you hereby authorise us to act as your commercial agent to negotiate and/or conclude contracts for the Study Terms and the Participation Terms with each Participant on your’s participation in behalf for each Study offered by you and to negotiate.. The contract between you and each Participant will be on the Participation Terms together with the Study Terms, and we will not be party to that contract. In this limited capacity, we are not a party to the Study Terms or the Participation Terms. We pay Rewards to Participants from the amount paid to us by you for each Study (“**Study Costs**”), which are inclusive of the fee charged by us to the Researcher for providing our Service (“**Platform Service Fee**”) and any other additional fees and service charges. We do not charge any fees to Participants.

Rewards are only payable via the Service. Once you have paid the Study Costs to us, your obligation to pay the amount of Rewards covered by those Study Costs is discharged. It is then our responsibility to pay the actual Rewards to each Participant on your behalf in respect of the relevant Study whose Submission you approve (subject to the provisions of Clause 5 of these Terms of Service). Please note that the Participation

Terms prohibit the Participants from claiming Rewards from us or you outside the Service.

We are not an agent, intermediary or representative of any kind (including a fiduciary or trustee) of the Participants.

Participants deal with, and supply Submissions to, us and you as independent contractors in their own right, and not as an employee, agent, principal or partner of you or us.

Except as otherwise expressly provided in these Terms of Service, we are not your agent, intermediary, trustee, fiduciary or other representative of any kind.

Nothing in these Terms of Service 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.

Subject to clause 6 below, you and each Participant deal with each other at your and their own risk. You must resolve any disputes directly with each of your Participants.

3. Registration

To register to use the Service and post studies as a Researcher you must enter your first and second name, email address, and choose a password.

By registering to use the Service you agree:

- 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 Terms of Service;
- that all the information provided to us for the purpose of registering for the Service is true, accurate, current and complete in all respects;
- if you are conducting research for an academic institution, that you are employed or a student at that institution;
- that you authorise the electronic transfer of funds to us and from us in accordance with the 'Payments' section of these Terms of Service;
- to notify us immediately of any changes to the information provided on registration or to your personal information; and
- that you authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports so that we may authenticate your identity.

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

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

You must only use the Service using your own username, email and/or 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 Terms of Service, our Terms of Use or our 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 Researcher Account, you must promptly notify us at support@prolific.co.

4. Posting a Study listing and Payment of Our Fees

Before uploading any Study listing you shall use the study cost calculator (available on the Website) to determine the Study Cost including our fee for your use of the Service and any applicable VAT (“**Platform Service Fee**”). You must then pay the total amount of the Study Costs to your Researcher Account using your credit or debit card (or that of your employer or academic institution, in which case you warrant that you are authorised to use such card). When the Study Costs are paid to your Researcher Account, we shall debit the Platform Service Fee and credit the balance of the Study Costs (“**Net Study Costs**”) to your Researcher Account on the Website. You will not be permitted to post any Study unless your Researcher Account is in funds sufficient to cover the Net Study Costs. You can use the features of the Service to request an invoice which will identify the Platform Service Fee separately from the Net Study Costs.

Once your Researcher Account is in funds you shall enter all the information relevant to your Study (such as the name of Study and the number of participants required). You may also enter pre-screening criteria so that only Participants with certain demographic characteristics can participate in the Study. All pre-screening information is based on Participants’ self-reporting. We do not warrant the accuracy of any pre-screening information and are under no obligation to verify pre-screening information.

Once you have submitted your Study listing to the Website you will not be permitted to withdraw the Net Study Costs while the Study is active. If your Study is withdrawn or closed (for instance, due to a lack of or a reduced number of Participants) then, provided that sufficient funds remain in your Researcher Account to pay any Rewards to all Participants, you may withdraw any remainder.

Money you transfer to the Researcher Account shall be held in that account (subject to deduction of our fees payable under these Terms of Service) on trust for you by us, subject to the provisions of these Terms of Service. You will not be entitled to any interest that may be paid by the bank on those funds, and by entering into this Agreement you waive any entitlement to interest on such money.

You warrant and undertake that:

- you own or are licensed to use all intellectual property rights in the Study materials, and have all necessary rights, licenses and permissions to conduct the Study using the Service;
- you will, in relation to the personal information of any Participants, comply with your obligations set out under “Privacy” below;
- you have obtained written approval for your Study from the relevant ethics committee of your academic institution;
- you will make clear to each Participant the purposes of the Study, the intended publications of any results of the Study, and all Study Terms which must be accepted by the Participant in order to take part in the Study; and
- you will ensure that your Study asks Participants for their ID numbers (as assigned by us when they register for the Website) and provides Participants with a study code by which the Study can be identified.

5. **Submissions and Payments of Rewards**

Submissions to Studies are not moderated by us and we are under no obligation to oversee, monitor or moderate Submissions.

It is your responsibility to check that Submissions meet the specific requirements of your Study once submitted by a Participant.

You shall review each Participant's Submission within a reasonable period following its submission and either approve or reject it. Approved Submissions shall automatically receive a Reward, transferred by us from your Researcher Account with us to the Participant's nominated account.

If a Submission is not reviewed within twenty-one (21) days after its submission, you will lose the right to reject it and the Participant will be allocated the Reward automatically.

You may reject Submissions if they do not meet the requirements of your Study (for example, if the Submission was wrong, the Study was not completed correctly or the instructions were not followed). Rejected Submissions shall not entitle the Participant to receive a Reward. If you decide to reject someone's work, you will be prompted to give a reason for the rejection.

You must act reasonably in rejecting Submissions. If you reject more than a reasonable proportion of the Submissions made to any particular Study (such proportion to be determined by us in our absolute discretion), or if we otherwise have reason to believe that you are improperly exercising your right to reject Submissions, we reserve the right to take any or all of the following actions:

- to suspend your use of our Service pending investigation;
- to terminate your use of our Service; and
- to allocate Rewards to any and all Participants in any Study in relation to which we believe you have improperly exercised your rights of rejection, regardless of whether or not those Participants' Submissions have been accepted or rejected by you.

You may withdraw Studies at any time. However, if you do so, any Participants who has submitted a Submission will still be entitled to a Reward and we will still pay that Reward to them.

If you reject any Submissions then spaces on the Study will automatically re-open to allow new Participants to replace those whose Submissions were rejected, unless the Study has been withdrawn.

We will take payment of Study Costs from you, and make payment of Rewards, through our payment processing service providers Braintree and PayPal. The collection and processing by these providers of your credit or debit card details and other personal data are governed by their respective terms and conditions and detailed in the Privacy Notice and Cookies Policy for more information (www.prolific.co/privacy).

All payments pursuant to these Terms of Service, including the Study Costs, are in GBP Sterling and stated inclusive of VAT unless stated otherwise. All fees payable by you to us under these Terms of Service shall be exclusive of any applicable value added tax (VAT) which you shall also be liable to pay to us.

Any funds relating to Net Study Costs in your Researcher Account following the completion or withdrawal of a Study which have not been allocated as Rewards may be applied by you

towards further Study Costs or may be returned to you upon your request to your nominated account or payment method within 18 months after the end of the Study. No fee will be payable by you Researcher for the repayment of the balance of the Net Study Costs within that 18 month period.

However, if you fail to either apply such a balance of Net Study Costs toward another Study or request repayment of the balance, or your Researcher Account has remained inactive (i.e. you have not logged in to your Researcher Account or taken any action on the Service) for a period of eighteen (18) months, then we may:

- close your Researcher Account;
- take such steps as we consider appropriate, which shall include transferring the money to the payment card or other payment method that you used to transfer the Study Costs to us or by sending a cheque to your last-known address and you shall pay to us a fee of £10 (“**Net Study Cost Redemption Fee**”) which we may debit from your Researcher Account (whether or not that action is successful in transferring the surplus Net Study Costs, for instance, if you nominated account or payment method is no longer available or the cheque is not presented); and/or
- you shall pay to us a fee of £5 per month (“**Dormant Account Fee**”) which we may debit from your Researcher Account, provided that no Dormant Account Fee will be charged by us or payable by you to the extent there are no Net Study Costs credited to your Researcher Account.

We may waive or offer discounts on any of our fees to any Researcher(s) at any time in our sole and absolute discretion.

We may change any of our fee rates from time to time. We will give you at least 30 days’ notice of any change in our fees in accordance with Clause 11. Any such changes in fees will only affect Studies initiated on and after the date on which the change is stated to take effect.

6. **Intellectual Property**

All intellectual property rights in Submissions are owned by the relevant Participants unless otherwise agreed between you and the Participants. It is your responsibility to ensure that you have obtained any necessary permission, licence or consent to your intended use of those Submissions or an assignment of any relevant intellectual property rights.

7. **Privacy**

Any personal data provided to us by you will be used only for the purpose of providing the Service and strictly in accordance with our Privacy Notice and Cookies Policy <https://prolific.co/privacy>.

We shall not disclose any Participant’s personal data to you.

You shall not request that any Participant provides you with their personal data unless you have in place suitable terms to ensure your compliance with the provisions of the General Data Protection Regulation (GDPR) and have provided these to the Participant prior to any disclosure to you of their personal information. You will at all times comply with your or your institutions obligations as data controller under GDPR in relation to any personal data provided to you in the course of a Study.

8. **Limitation of Liability**

Except as expressly and specifically provided in these Terms of Service:

- 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 Terms of Service; and
- b) the Service is provided on an "as is" basis.

Notwithstanding any other provision in these Terms of Service, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

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

Subject to the above:

- a) we shall not 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 total aggregate liability to you under or in relation to these Terms of Service 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 a sum equal to whichever is the higher of:
 - i) the Commission retained by us (in relation to Studies you have posted) during the period of six months immediately preceding the data on which the event or occurrence giving rise to our liability took place; or
 - ii) £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 any claim by any Participant(s) or other third parties arising out of or in connection with:

- a) your breach of these Terms of Service, our Terms of Use or our Privacy Notice and Cookies Policy;
- b) your use of the Service, including but not limited to any actual or alleged infringement of any intellectual property rights by any of the studies you post; or
- c) your failure to comply with any relevant laws or regulations in connection with your use of the Service (including but not limited to GDPR).

9. **Disputes**

You acknowledge that you use the Service at your own risk. We may, but are not obliged to, assist in resolving any disputes between you and Participants which arise as a result of, or which are related to, the Service.

10. **Termination**

You may at any time elect to stop using the Service. Please contact us at support@prolific.co if you wish to close your Researcher Account. If you wish to close your Researcher Account, it is your responsibility to ensure that any funds in your Researcher Account are withdrawn before closure.

We reserve the right to terminate or suspend your access to the Service immediately and without notice to you, and terminate your contract with us under these Terms of Service, if:

- a) you are in breach of any term or condition of these Terms of Service (repeatedly or otherwise);
- b) you are impersonating any other person or entity;
- c) 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; or
- d) 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.

If we terminate or suspend your access to the Service for any of the reasons set out above then:

- a) any Submission that has been completed by a Participant but not yet accepted by you will be deemed accepted and the applicable Reward will be remitted to the Participant and deducted from your Researcher Account and
- b) we may retain your remaining Researcher Account balance (if any) and set it off against any liability you may have to us.

11. **General**

Assignment. You may not assign the benefit of these Terms of Service without our prior written consent. We may assign the benefit of these Terms of Service at any time, without notice. Subject to the foregoing, these Terms of Service 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 Terms of Service 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 Terms of Service 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, UK. 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.