

Terms and Conditions

for using the mobile application (“Ipsos PanelIST”App)

WE INVITE YOU TO READ CAREFULLY THESE TERMS AND CONDITIONS, AS THEIR ACCEPTANCE AND COMPLIANCE ARE A REQUIREMENT FOR YOU TO BE ABLE TO HAVE ACCESS TO THE IPSOS PANELIST APP AND USE THE SERVICES WE OFFER BY IT.

1. Services.

These Terms and Conditions set forth below (“Terms”) contain the terms under which Ipsos Arařtırma ve Danıřmanlık Hizmetleri A.ř., registered under no. 318769 and having its registered office at Centrum İř Merkezi Aydınevler Sanayi Cad. No:3 Kat: 6 34854 Küçükyalı / ISTANBUL (“Ipsos”/“we”) provides diary surveys through the access and the use of the Ipsos PanelIST App (the “Diary Surveys”) to You as a user of this app (the “User” or “You” or “Your”). The Diary Surveys are designed and will be performed and provided by Ipsos, through the Ipsos PanelIST App, only to individuals that are part of Ipsos iSay panels that will complete a recruitment survey and, if found to be eligible, will be selected to participate in the diary.

If You do not agree with any of these Terms, please refrain from accessing or using the Ipsos PanelIST App. Your use or access to the app shall be deemed to be Your agreement to abide by each of the Terms set forth herein.

Ipsos reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms, including Ipsos’ Privacy Policy or any other applicable policy, as the case may be, by notifying You of such changes, modifications, add-ons or removals by any reasonable means, including by uploading the revised Terms on the Ipsos PanelIST App. Any such changes, modifications, add-ons, or removals will not apply to any claim brought prior to the date on which Ipsos posted the revised Terms, or otherwise notified You of such changes. It is Your responsibility to check these Terms periodically for any updates. If You continue to use the Ipsos PanelIST App after changes have been posted, this will constitute acceptance and agreement of those changes.

Provided You comply with these Terms, Ipsos grants You a personal, non-exclusive, non-transferable, limited right to download and use the Ipsos PanelIST App. In order to be a participant in the Diary Surveys, you need to be of minimum legal age according to Your local legislation. Except as otherwise approved by Ipsos, the services are for your personal, non-commercial use.

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2. Using the Ipsos PanelIst App

Subject to the requirements mentioned above, all and any Ipsos iSay panelists are free to use the Ipsos PanelIst App. Nevertheless, we reserve the right to deny participation, without any requirement to justify such a denial.

Participation is not open to employees of the Ipsos group of companies or members of their immediate family.

3. Use of Your Personal Information

The information collected about you will be treated in the strictest confidence and in accordance with all applicable laws, regulations and rules including those relating to privacy and personal data as well as our privacy. This policy is an integral part of these Terms and can be found here: https://panelistturkiye.com/index_eng.html

As part of this undertaking, we promise that:

- Other than in relation to the Ipsos PanelIst App, we will not try to sell you anything or pass your personal information to any third parties for marketing or sales purposes.
- Your individual responses to surveys will remain confidential and will only be used grouped with other confidential responses unless you explicitly consent otherwise.
- You have the right to refuse to answer any question in a survey you have been invited to.

If You do not agree to these Terms, You should not install the app, or if you have installed it, you must stop using the app immediately and uninstall the application from your mobile device. More information about the app and how to install or remove it from your device can be found <https://apps.apple.com/tr/app/ipsos-panelist/id1570034599?l=tr> (for Appstore) and <https://play.google.com/store/apps/details?id=com.mydiary.ipsos> (Google Play)

4. Your use of the app

You are only allowed to use this app for the purpose of taking part in the Diary Surveys. You can only use it on Your own personal mobile device. If someone else owns the device, or pays the bills for the device, you must have permission from the owner or person who pays the bills BEFORE you install it.

You should only use the app when it's safe to do so. E.g. do not use it whilst driving a vehicle or operating machinery. If you use the app to upload any photos, video or other media content, you must:

- Ensure you only record images in places where you are permitted to do so. Don't record images in airport security areas, for example.
- Only record images of other people if you have their consent.
- By uploading any media content, including photos or video, you (a) represent that you have the right to upload such content and that such content will not infringe upon or violate the rights of any person or entity and (b) freely grant Ipsos a full worldwide, royalty-free, transferable and irrevocable license to use, copy, reproduce, modify, distribute, prepare derivative works of, display, perform and exploit such content for any commercial research purposes.

During the registration process and during your participation in our research surveys, you agree to provide only true, accurate and complete information.

Each person is entitled to only one (1) account for the Ipsos PanelIst App. Ipsos Turkey reserves the right, for some certain research surveys (e.g. as per the clients' instructions, according to specific survey methodologies, etc.) to allow only one (1) account or only some accounts to be used within the same household, for participation in a specific Diary Surveys.

5. Acceptable Use and Participation

The following is a non-exhaustive list of prohibitions and a violation of these Terms:

- a) Use of the Services that violates applicable law; and regulations or in a way that causes, or may cause, harm to the app, or to any person or business entity;
- b) Resell the Services or permit third parties to use the Services without Ipsos' prior written consent;
- c) Make unauthorized copies of any content in the Services;
- d) Share explicit or sexually exploitative content or engage in any sexual or violent exploitation of individuals;

- e) Make accounts using fake information, create or use an account for anyone other than yourself, or maintain multiple active accounts for the purpose of posting content or interacting with others;
- f) Share content that you don't own or have the right to share as per the licensing terms outlined in our Terms;
- g) Post content that is defamatory, false, misleading, or doesn't represent your honest opinions and experiences;
- i) Promote or endorse illegal activities;
- j) Engage in any data mining, data harvesting, data extracting or any other similar activity in relation to this Site, or while using this Site;
- k) Upload any content, if the case, that violates, misappropriates or infringes any copyrights, trademarks, patents, trade secrets or other intellectual property or other third party rights;
- l) Upload any content, if the case, that is racist or otherwise extremely offensive to others, including content that offends, aggravates, harasses, threatens, defames or abuses others;
- m) Upload or display any content, if the case, that exploits personal data of minors as defined by Your local legislation;
- n) Upload binary files or executable code;
- o) Disrupt, modify, reverse engineer, or decompile any part of Ipsos Services;
- p) Cause interference, disruption, or an undue burden on our services or connected networks;
- q) Introduce malicious software or attempt to bypass our security features;
- r) Record via video, photograph, take screenshots, or otherwise make available the structure of the Services (platform, user interface, etc.) or tutorial videos of Ipsos to third parties;
- s) Purchase, use or access the Services or the app for the purpose of building a competitive product, service or for obtaining any other competitive knowledge or advantages;
- t) Pretend to be someone else or use their contact information;
- p) Contains links to other sites that contain the kind of content that falls within the descriptions described above;
- u) Generally, this app cannot be used, directly or indirectly for commercial and marketing purposes except by Ipsos;

w) Disclose information that breaches legally enforceable confidentiality or non-disclosure agreements or the rights of any third party;

x) Suggest an affiliation, employment, sponsorship, or partnership with Ipsos without Ipsos written prior consent;

If Your use of the app requires You to comply with applicable laws and regulations, You are the only one responsible for such compliance, unless we agree otherwise in writing. You may not use the app in a way that would subject us to those laws and regulations without our prior written agreement.

Ipsos accepts no liability regarding the potential consequences of deactivating or deleting an account.

6. What is Ipsos entitled to

Ipsos reserves the right to:

- Discontinue (either permanently or temporarily) offering the services or any part of the services to You or all users.
- Impose restrictions on usage and storage as we see fit, at any given time.
- Delete, reject to distribute, or control the distribution or visibility of any content on the services.
- Suspend or terminate user accounts. Ipsos has the right to suspend the access to the Ipsos PanelIst App by the user, subject to reasonable prior notification of the User, where technically possible, in the following cases (where technically not possible in advance, such information will be provided after the resolution of the emergency suspension event):
 - a) an emergency event requiring, in the reasonable opinion of Ipsos, a suspension to protect its network or a part of the Ipsos' infrastructure;
 - b) scheduled or emergency maintenance;
 - c) misuse, contractual breach or unlawful use by the User of the Ipsos PanelIst App;
 - d) failure of hardware, software or other equipment provided by the user and used in connection with the app;
 - e) the suspension is required by any applicable laws, regulations or by a court decision;

Ipsos will provide its reasonable efforts to restart the access to the Ipsos PanelIst App as promptly as possible and to mitigate the impact of the suspension;

Ipsos will use commercially reasonable efforts to ensure the Services' availability. Ipsos will not be liable for: (a) downtime; or (b) any unavailability caused directly or indirectly by circumstances beyond Ipsos reasonable control, including without limitation, (i) force majeure events; (ii) Internet service providers or public telecommunications network failures or delays, or denial of service attacks; (iii) a fault or failure of Your or a user's computer systems or networks; or (iv) any breach by You of the Terms.

7. Confidentiality Notice

As a Diary Survey participant, you may be asked to review new concepts, products and packaging that are still in development and as such not known to the public. You may encounter, be allowed to see, use or otherwise have access to certain non-public, confidential, proprietary, or trade secret information or material that are the sole and exclusive property of our relevant client, including, without limitation, information with respect to the client products (collectively, "Confidential Information"). You must not copy, print, store, forward or disclose to anyone by any means, the Confidential Information you will have access to, and must not use the Confidential Information for other purpose than the purpose it was disclosed to you.

9. Intellectual Property

Ipsos shall own and retain exclusive ownership of its trademarks, logos, copyrights, any content of its website and other intellectual property rights ("Ipsos IP"). You may not use or reproduce any of the Ipsos IP without Ipsos' prior written consent. Nothing in these Terms shall be construed as granting you any license, right, title or interest in any Ipsos IP, or any patent, trademark, copyright, know-how, or similar right now or hereafter owned or controlled by Ipsos.

10. Indemnity and Limitation of Liability

a) All representations, warranties, conditions, indemnities and guarantees with respect to the Ipsos PanelIst App, whether express or implied, arising by law, custom, prior oral or written statements by Ipsos, its representatives or licensors or otherwise (including, but not limited to any warranty of merchantability or fitness for particular purpose, non-infringement, data accuracy, or system integration) are hereby disclaimed and excluded. The Ipsos PanelIst App is provided to you on a "AS IS" "AS AVAILABLE" AND "WHERE-IS" basis and Ipsos does warrant that the operation of the Ipsos PanelIst App will be uninterrupted, secure, or error-free, that the Ipsos PanelIst App or the servers that make it available are free from viruses or other harmful components, or that all defects in the Ipsos PanelIst App will be corrected. Furthermore, Ipsos makes no representations regarding the use of the Ipsos PanelIst App or any Ipsos data or information made available through the Ipsos PanelIst App in terms of correctness, accuracy, reliability or otherwise. Additionally, nothing contained on this Ipsos PanelIst App shall be construed as providing consult or advice to You. You also acknowledge and agree that the operation of the Ipsos PanelIst App may be dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and Ipsos do not guarantee and will not be liable for these in any way.

b) The Ipsos PanelIst App may include links to third party web sites as well as content included by users or other third parties authorized to access the Ipsos PanelIst App. You acknowledge and agree that Ipsos is not responsible for the availability of such external sites and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites, or for any content posted by users of the Ipsos PanelIst App. You further acknowledge and agree that Ipsos shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services that is available on or through any such site or that is inserted by any User.

c) Ipsos shall not be liable to You for any damages resulting from your use of the Ipsos PanelIst App and from your displaying, copying, or downloading any content, materials, third-party content or submissions to or from the Ipsos PanelIst App. In No event, Ipsos shall be liable to You for any indirect, incidental, punitive, special or consequential damages, including without limitation, loss of profits, loss of data, loss of goodwill or any other intangible benefit, arising out of, or in connection with your use of the Services and Ipsos PanelIst App, whether or not Ipsos was advised of the possibility of such damage and whether based in breach of contract, tort, or any other theory at law or in equity.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

d) Ipsos may utilize artificial intelligence technologies to enhance and improve the delivery of the Services. By using our services, you acknowledge and agree to the usage of artificial intelligence technologies in the provision of our Services.

e) The information provided on the Site, including the interpretation of regulations and customs, is for information purposes only. For personalized advice or to search for a legislative, regulatory, or contractual text, the User should refer to the official information of the public services concerned.

To the extent permitted by applicable law, You agree to indemnify and hold harmless Ipsos and its officers, directors, employees, agents, distributors, partners, agents, successors, assigns and affiliates from and against any and all claims, demands, liabilities, costs or expenses, including reasonable legal fees, resulting from your breach of these Terms, including any of the foregoing provisions, representations, warranties or conditions, and/or from your placement or transmission of any content onto the Ipsos PanelIst App and Ipsos servers, and/or from any and all use of your account.

11. Investigations

Ipsos reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting or e-mails You make or send to the Ipsos PanelIst App. Ipsos may seek to gather information from the user who is suspected of violating these Terms. Ipsos may suspend any content which conduct, or postings are under

investigation and may remove such material from its servers as it deems appropriate and without notice. If Ipsos believes, in its sole discretion, that a violation of these Terms has occurred, it may take any corrective action it deems appropriate, as permitted by applicable law. Ipsos will fully cooperate with any law enforcement authorities or court order requesting or directing Ipsos to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THESE TERMS, YOU WAIVE AND HOLD HARMLESS IPSOS AND ALL IPSOS AFFILIATES AND THEIR RESPECTIVE OFFICERS AND DIRECTORS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY IPSOS AND ANY IPSOS AFFILIATES AND THEIR RESPECTIVE OFFICERS AND DIRECTORS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER IPSOS OR AN IPSOS AFFILIATE AND THEIR RESPECTIVE OFFICERS AND DIRECTORS OR LOCAL AUTHORITIES.

12. Participation Conditions

IPSOS TURKEY reserves the right, to change the Terms and Conditions but not during the project duration.

13. Termination/Inactivation of Participation

You may request at any time for your participation to be terminated. You may do this by sending an email to: info@panelistturkiye.com. Please note that it may take up to seven (7) days to fully process your request and remove your information from all our systems, so you may still receive the occasional email from Ipsos Turkey during this time.

14. Ownership of the app

The app remains the property of Ipsos and our mobile app provider. You are NOT allowed to make copies of the app, give it to someone else, nor try to sell it, make it available for other people to use or distribute it in any other way. You must not remove or attempt to alter any copyright, proprietary or legal notices contained within the app. Nor are you permitted to attempt to decompile, reverse engineer or attempt to modify the app in any way. Ipsos grants you a worldwide, non-exclusive, royalty-free revocable license to use the app for your personal use in accordance with these Terms.

15. Jurisdiction

These Terms and Conditions are governed by Turkish law and the non-exclusive jurisdiction of the Turkish courts.

16. Contact Us

For more information about this project please contact us. We can be contacted by:

Email sent to: info@panelistturkiye.com with “Diary Surveys” as subject line.

Or by letter sent to: Ipsos Panelist

Ipsos Arařtırma ve Danıřmanlık Hizmetleri Anonim Őirketi

Centrum İř Merkezi Aydınnevler Sanayi Cad. No:3 Kat: 6 34854

Küçükyalı / ISTANBUL-TR

17. Final Provisions

Unless explicitly stated otherwise, these Terms, along with any additional agreements, documents, or policies referenced within them, constitute the complete agreement between You and Ipsos concerning the use of our services, supplanting any prior proposals, discussions, agreements, or understandings on the subject.

To the extent permitted by law, the English version of these Terms is legally binding, and any translations are provided for convenience only.

You cannot assign, transfer, or sublicense the Terms or any associated rights or obligations without Ipsos' prior written consent. However, we can assign or transfer them without restriction. Any attempted assignment by you would violate these Terms and be invalid. The section headings in these Terms are for convenience and hold no legal or contractual significance. In these Terms, the term "including" means "including but not limited to."