

## **SRP Plugged-In Panel Terms and Conditions**

The SRP Plugged-In Panel (the "Panel") and the SRPPluggedIn.net website (the "Website") are owned and operated by Salt River Project Agricultural Improvement and Power District (SRP). By selecting the "I ACCEPT" button during the process of registering to be a member (a "Member") of the Panel or by using the Website, you agree to be bound by the following terms and conditions (the "Terms"). As used herein, "we" or "us" means SRP, and "you" and "your" refer to the person accessing or reading these Terms and Conditions.

### **Registration Requirements**

In order to receive invitations to participate in Panel surveys you must first register as a Member of the Panel by providing us with accurate, complete and updated registration information as required by the profiling survey. To ensure the integrity of the Panel, you may not (i) activate or use more than one Member profile account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address or email address to activate or use an account; or (iv) provide any false or misleading information. If we have reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your access to use and/or participation in the Panel.

You are responsible for all usage or activity on your account, including use of the account by any third party (which is prohibited), whether or not such use is authorized by you or is the result of you authorizing a third party to use your user name and password.

At any time, you may update your email address and/or other registration information by visiting the Update Profile section of the Website and entering the information requested. You may also terminate your participation at any time by sending an email with the subject line "remove me" to Support@SRPPluggedIn.net.

### **Panel Participation**

As a Member, you must be willing to participate in at least one survey per quarter (3 months). Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account if you do not complete a survey for more than 3 consecutive months.

### **General**

All information provided in the Panel surveys will be kept confidential and used only for our research purposes and to improve our communications, programs, services and customer service. Responses provided to surveys will be grouped together and information you provide will be used anonymously for statistical purposes only. SRP may retain the information indefinitely. We use Vision Critical Communications (US) Inc. ("VC"), a third-party service provider to host the Website. VC is required to keep your information confidential, and may not use your information except on our behalf in connection with the survey. Neither we nor VC will share your information with any third-party unless you specifically authorize the release of such information or in the unlikely event that the law requires it (for example, if we are compelled by a subpoena).

You may be asked if you want to participate in a group discussion. If you do, you will be asked to select a user name. Other participants may see your user name, so to ensure your anonymity please do not use both your first and last name.

By participating in a survey or on the Panel, you give SRP a non-exclusive, perpetual, irrevocable universal right to use your responses, feedback and other survey or panel data provided by you, for our internal research purposes.

Except as otherwise expressly permitted in writing by SRP, no materials from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, hyperlinked, or distributed in any way. You may not use the Website or any materials within it, for any other purpose other than to participate in a survey or on a Panel. In particular you may not

distribute modify, transmit, reuse, repost, link or use the content of this website for public or commercial purpose, including the text, images, audio, and video.

You agree not to abuse the Panel by conduct which is detrimental to our interests, including without limitation engaging in any fraudulent, abusive, manipulative or illegal activity.

You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

We do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any Information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of SRP and you agree that we are not responsible and shall have no liability to you with respect to any information or materials posted by others.

These Terms and Conditions are governed by the laws of the State of Arizona and you agree to submit to the jurisdiction of the Arizona courts in Maricopa County in respect of any disputes that may arise in connection them.

#### **Privacy**

We take your privacy very seriously. Personally identifiable information that we gather from you in connection with the Panel and/or the Website is governed by our [Privacy Policy](#).

#### **Third Party Information**

The Website may contain links to, or information about, other websites, products or services. We do not make any representation or warranty about any such third party information and nothing on the Website should be construed as an endorsement of such third party information.

#### **Disclaimer**

The Website, including all content or services made available on or accessed through the Website, is provided "as is." SRP and VC make no representations or warranties of any kind whatsoever for the content on the Website. Further, SRP and VC disclaim any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose. Neither SRP nor VC warrant that the functions contained in the Website or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website will be free of viruses or other harmful components. In no event will either SRP or VC be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, special, incidental, indirect or other consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

We may, in our sole discretion, terminate or suspend any Member's access to all or part of the Panel and the Website for any reason, including, without limitation, breach of these Terms, or taking actions that are inconsistent with the intent of these Terms. We will be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. Any decision we make relating to termination or suspension of any Member's account shall be final and binding. Neither SRP or VC shall be liable to you or to any third-party for any termination of your access to the Panel or termination of your Survey Dollar account. We may also terminate any Member's account in our sole discretion and without prior notice if a Member has failed to complete a survey for a period of more than three (3) months.

#### **Indemnification**

You agree to indemnify, defend and hold harmless SRP and VC, their respective employees, directors, officers, agents and representatives from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including attorney's fees, arising from or related to any breach by you of any of these Terms or applicable laws, or in any other way arising out of your use of the Website, the Panel or any content contained therein.