

## Prolific Academic Participant Terms of Service

### Introduction

The website [www.prolific.ac](http://www.prolific.ac) (the “**Website**”) is owned and operated by Prolific Academic Ltd (“**we**” or “**us**”) registered in England and Wales under company number 08991598 having our registered office at Isis Software incubator, Isis Innovation Ltd, West Way, Oxford, Oxon OX2 0JB, UK.

The service we offer via the Website (the “**Service**”) consists of the provision of a platform for academics on which to conduct online research studies, pre-designed by researchers and entered into and completed by participants (whom we have automatically pre-screened) in return for payment by the researcher, facilitated by us.

These Terms of Service together with our Website Terms of Use <https://prolific.ac/terms> and Privacy and Cookie Policy <https://prolific.ac/privacy> set out the entire agreement between the participant using the Service (the “**Participant**” or “**you**” as the context requires) and us relating to the Service and your use of the Service. These Terms of Service incorporate our Website Terms of Use and Privacy and Cookie Policy.

Your application for registration to use the Service as a Participant 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. 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. Your continued use of the Service following such notice will constitute acceptance by you of such amendments.

### Terms/Definitions

“**Participant**” means participants who make Submissions in return for a Reward;

“**Researcher**” means academic or commercial researchers who post Studies to the Website to be completed by Participants in return for a Reward;

“**Reward**” means the sums to be allocated and paid to Participants in return for the successful completion of Studies by Participants;

“**Study**” means a study conducted by a Researcher using the Service; and

“**Submission**” means the completion by a Participant of a Study in return for a Reward;

## **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. Alternatively you may register using your existing Facebook account. 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). 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 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;
- that you authorise the electronic transfer of funds to your bank account 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.

If we have reason to believe that any information provided to us is false then we reserve the right to suspend or terminate your account with immediate effect.

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 and Cookie Policy. <https://prolific.ac/privacy>

We will not disclose your personal data to Researchers. 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 our Privacy and Cookie Policy <https://prolific.ac/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/or Facebook account and password, and are responsible for all actions taken under your chosen username, email and/or

Facebook account and password. You may not transfer or sell your username, email address and/or Facebook account 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 and Cookie Policy.

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

### **Studies and Submissions**

Studies will be listed on the Website from time to time. 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. This is an agreement between you and the Researcher and we accept no liability in relation to such agreement or the contents of such terms and conditions. In particular, please note that while the majority of Studies are anonymous, the use by the Researcher of any personal information you communicate in the course of a Study will be governed by such additional terms as you have agreed with the Researcher.

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 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.

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

### **Payments**

We will process all Rewards in connection with the Service. Rewards are received by us from Researchers prior to each Study being posted on the Website and may be disbursed only in accordance with the terms outlined below. The Reward to which Participants are entitled for taking part in any Study will be listed at the same time as the Study.

After you complete a Study, you will need to wait until your Submission is approved by the Researcher before receiving the relevant Reward. If the Submission does not meet the

Researcher's reasonable satisfaction, the Researcher may reject the Submission and no Reward shall be rendered 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 submission.

If your Submission is approved by the Researcher, we will apply the Reward to your account on the Website within seven working days of such approval. You may request payment of accumulated Rewards from time to time, provided that you have accumulated at least £5.00 at the time of request.

US and UK participants have the option for payment of Rewards to be made through one of our payment processing service providers either PayPal, Inc. (to your PayPal account) or Circle Inc (to your Circle account).

For Participants who are not in the US or UK then payment of Rewards shall be made through PayPal, Inc. (to your PayPal account).

The collection and processing by PayPal of your credit or debit card details and other personal data are governed by PayPal's terms and conditions. The collection and processing by Circle of your credit or debit card details and other personal data are governed by Circle's terms and conditions.

See <https://www.paypal.com/uk/webapps/mpp/ua/privacy-full> for more information about Paypal. We do not obtain or process your credit or debit card details, nor any details of your PayPal account.

See <https://www.circle.com/privacy> for more information about Circle. We do not obtain or process your credit or debit card details, nor any details of your Circle account.

Fees on payment of Rewards apply as follows;

**US and UK participants:**

Cashout amount £5.00-£20.00

PayPal (2.9% + 20p fee)

Circle (1% + 10p fee)

Cash out amount greater than £20

PayPal (2.9% + 20p fee)

Circle - no fees

**Participants not in US or UK:**

Cashout amount £5.00-£20.00

PayPal (2.9% + 20p fee)  
Cash out amount greater than £20  
PayPal - no fees

Rewards shall be paid in GBP Sterling and shall be inclusive of VAT unless stated otherwise. 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 Terms of Service; or
- d) if any dispute exists involving your nominated account or Submission.

If your account has remained inactive (i.e. you have not taken part in any Studies) for a period of twelve months, then we may close your account and dispose of any unclaimed Rewards on your account by either paying them to the PayPal account linked to your account (if the accumulated Rewards exceed £5.00) or retaining them ourselves (if the accumulated Rewards total less than £5.00 or if the PayPal account linked to your account is no longer open or able to receive funds).

Nothing in these Terms of Service 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 the Inland Revenue. You warrant and undertake that you will pay any applicable taxes on all income derived from Rewards.

### **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)

ii)

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 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 £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 Terms of Service, our Terms of Use or our Privacy and Cookie Policy.

This clause does not affect your statutory rights as a consumer.

## **Disputes**

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.

## **Termination**

You may at any time elect to stop using the Service. Please contact us at [info@prolific.ac](mailto:info@prolific.ac) if you wish to close your account. If you wish to close your 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 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;

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.

## **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 [info@prolific.ac](mailto:info@prolific.ac) or by recorded delivery to our postal address of Isis Software incubator, Isis Innovation Ltd, West Way, Oxford, Oxon OX2 0JB, 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.