

## **Prolific Academic Researcher 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 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 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 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. These Terms of Service incorporate our Website Terms of Use and Privacy Notice and Cookies Policy.

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. Your continued use of the Service following such notice will constitute acceptance by you of such amendments.

### **Definitions**

“**Commission**” means a percentage of the value of the Rewards allocated to Participants in a Study. Details of the Commission we retain are set out on our Pricing page at <http://www.prolific.ac/about/pricing> ;

“**Participant**” means the 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 out of the Study Cost in return for the successful completion of Studies by Participants; and

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

“**Study Cost**” means the the cost of a Study (calculated in accordance with the study cost calculator available on our Website); and

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

### **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.

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 by you to us will be processed by us in accordance with our Privacy Notice and Cookie Policy (<https://prolific.ac/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 account, you must promptly notify us at [support@prolific.ac](mailto:support@prolific.ac).

### **Posting a Study**

Before uploading any Study you shall use the study cost calculator (available on the Website) to determine the Study Cost and, using your credit or debit card (or that of your institution, in which case you warrant that you are authorised to use such card), shall pay the Study Cost to your account on the Website. You will not be permitted to post any Study unless your account is in funds sufficient to cover the Study Cost.

Once your 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 to the Website you will not be permitted to withdraw the Study Cost from your account 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 account to pay Rewards to all Participants, you may withdraw any remainder, provided that these funds did not previously expire.

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 any additional terms and conditions 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.

### **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 account with us to the Participant’s nominated account. When we transfer any Reward from your account we will retain the Commission.

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, PayPal, and Circle. 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.ac/privacy](http://www.prolific.ac/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.

Any funds in your 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.

If your account has remained inactive (i.e. you have not logged in or taken any action on Prolific) for a period of twelve months, then we may close your account and any unclaimed balance will expire. Expired balance can be reactivated by contacting [support@prolific.ac](mailto:support@prolific.ac), but can only be redeemed for use of services provided by us, and cannot be withdrawn once expired.

### **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, license or consent to your intended use of those Submissions or an assignment of any relevant intellectual property rights.

### **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.ac/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 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.

### **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:

- 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).

## **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 Participants 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 support@prolific.ac if you wish to close your account. If you wish to close your account, it is your responsibility to ensure that any funds in your 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 account and
- b) we may retain your remaining account balance (if any) and set it off against any liability you may have to us.

## **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.ac 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.