1 Community Membership conditions

By joining the DigitalMR Online Communities Platform (Platform), you undertake to respect these general terms and conditions set by DigitalMR International Ltd. (DigitalMR), which may be modified at any time. Consequently, it is recommended that you refer to the latest version of the Terms and Conditions regularly, which are available on the DigitalMR Online Communities Platform.

Without exception, when joining this Platform by clicking on the tick box at registration, you agree to accept these general terms and conditions beforehand, the purpose of which is to define the terms under which you benefit from the Platform.

You are joining the Platform and your active participation is subject to adhering to these general terms and conditions.

Participation in DigitalMR Online Communities Platform is free and is offered solely to people who are over 18 years of age and legally empowered to sign a contract.

Members’ membership is subject to DigitalMR filling out the membership form online on the DigitalMR Online Community Platform.

The sincerity and comprehensiveness of the responses are checked in all cases. Should there be any doubts, any confirmed or suspected fraud shall be grounds for automatically terminating the member’s membership.

2 Membership Initiations

The membership shall come into force as of the date when the following two conditions are fulfilled:

1. Members' profiling questionnaire is successfully validated by DigitalMR;

2. Member agrees with the DigitalMR Private Online Communities' Terms and Conditions.

From that date onwards, unless early termination is invoked, the member shall be registered for an indeterminate period.

3 The Member Account

When signing up to the Platform, the member shall select a username and a password which can be freely parameterised. This username and password are strictly personal and may not be transferred. Consequently, the member alone is responsible for keeping his or her password and username confidential. An interface on the DigitalMR Online Communities Platform allows the member to freely change his or her password, as well as various other details.

Should the member forget his or her password, it can be retrieved from the Platform.
Should the member forget his or her username, it can be retrieved by contacting DigitalMR at info@digital-mr.com, sent from the email address provided by the member when registering (or the new one provided in the event of an update).

4 Email address

When registering, the member is asked to provide a permanent email address at which he or she can be contacted. An interface on the DigitalMR Online Communities Platform allows the member to freely change this email address.

The latest email address entered by the member will be the one used by DigitalMR to contact the member and to invite him or her to the Platform activities.

Consequently, the member alone is responsible for updating the email address at which he or she can be contacted. DigitalMR may not be held liable for failures to forward questionnaires because the email address was missing or incorrect.

In particular, forgetting to update your email address, or any other transmission fault related to an inadequate email address, may not be invoked as grounds for justifying the repeated failure to participate in the Platform activities.

5 The Member’s Conduct & Content Posted

The member undertakes to participate in surveys, bulletin boards, video diaries, respond to poll questions, questionnaires and any such other activities submitted by DigitalMR both sincerely and objectively.

The member warrants that they shall not register more than once on the DigitalMR Online Communities Platform and accepts that multiple registrations on the DigitalMR Online Communities Platform is contrary to these Terms & Conditions of membership and will lead to membership termination.

On agreeing to participate in DigitalMR Online Communities Platform activities, the member shall either receive an email notification of the new activities or the new activities will be made available to the member upon logging into the Platform.

No other form of notification shall be used. For the above mentioned Platform activities the member must strictly adhere to the set deadline. Beyond that deadline, DigitalMR will disregard the responses.

In certain cases, the respondent may be asked to answer within a short timeframe of a few days. These studies are clearly identified by the survey close date in the email message requesting a response to the questionnaire.

The member undertakes to update the relevant information in his or her personal profile (age, gender, occupation, etc.) using the interface available on the DigitalMR Platform, as well as in the event of any major changes (for example: career-related changes, relocation, etc.).

Updating this information is compulsory and DigitalMR reserves the right to check that such updating has been carried out by the member, with it being understood that the information is
used (in accordance with the legislation in force) to forward the largest possible number of targeted studies concerning the member to him or her.

As a member of the DigitalMR Online Communities Platform you may be shown confidential information as a part of the activities you undertake. These activities may contain, but are not limited to, media content, unique techniques, sketches, drawings, or new products. In order to protect the integrity and confidentiality of our clients' research, it is a condition of membership that you agree not to reveal any information contained in these activities, and do not copy or distribute any graphics or other content from these activities. Please be advised that legal action may be taken in the event stolen material is traced back to you.

Without limitation, DigitalMR reserves the right to terminate your access to and use of the Platform if, in our view, your conduct fails to meet any of the following guidelines:

1. You shall participate in our surveys, bulletin boards, video diaries, poll questionnaires, etc in a way that accurately reflects your true opinions;
2. You shall not misrepresent your identity or personal characteristics, or impersonate any person;
3. You shall not attempt to interfere with any other person's use of the Platform;
4. You shall not hold yourself out as sponsored by, endorsed by, or affiliated with the DigitalMR Online Communities Platform;
5. You shall not engage in any activity that constitutes harassment, including, but not limited to, using DigitalMR’s communication features or excessive repetition when posting a reply or a comment on the Platform;
6. You shall not attempt to gain unauthorised access to DigitalMR's database or other computer systems;
7. You shall not attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by DigitalMR in connection with the DigitalMR Online Communities Platform;
8. You shall not engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the DigitalMR Online Communities Platform;

All judgments concerning the applicability of these guidelines shall be at the sole and exclusive discretion of DigitalMR.

To the extent that the activities of this Platform such as the surveys, bulletin boards, video diaries, poll questionnaires, questionnaires all activities provide users an opportunity to post and exchange information, ideas and opinions (the “Postings”), please be advised that Postings do not necessarily reflect the views of DigitalMR. In no event shall DigitalMR assume or have any responsibility or liability for any Postings or for any claims, damages or losses resulting from their use and/or appearance on this Platform. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all information they contain and that such Postings shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

DigitalMR does not allow Postings which contain:

- private or personal information which might identify another user or non-user;
• any unlawful material or that infringes upon another's intellectual property rights;
• any other information that DigitalMR deems in its sole discretion to be inappropriate for this Platform.

Although DigitalMR periodically monitors the content posted on this Platform, we cannot be responsible for the views or opinions expressed by third parties. Nonetheless, DigitalMR will make every effort to ensure that the polls/chat rooms/diaries/message boards best serve the interests of all users and, therefore, DigitalMR reserves the right to edit, delete, or refuse to post messages that violate the above-referenced rules, as well as revoke the privileges of users who do not comply with such rules.

You hereby authorise DigitalMR to use, and authorise others to use, your Postings in whole or in part, throughout the universe in perpetuity in any and all media, now known or hereafter devised, alone, or together or as part of other material of any kind or nature. Without limiting the foregoing, DigitalMR will have the right to use and change the Postings in any manner that DigitalMR may determine. Additionally, DigitalMR may sweep its polls, chat rooms, diaries and/or message boards periodically in its sole discretion.

6 Content

The member agrees to respect all applicable laws whilst using the forum and posting opinions on the DigitalMR Online Communities Platform.

In addition the member will conform to the following requirements, notably he or she commits to not diffusing any message or information whatever the format or nature which is:

• Contrary to public order;
• Of defamatory, injuring, racist, xenophobic character or which may harm the honour or reputation of another party;
• Inciting the discrimination or hate of a person or group of people due to their origins or belonging or non belonging to an ethnicity, nation, race, religion or sexual orientation;
• Threatening a person or group of people;
• Of a pornographic or paedophilic character (notably any website sending directly or indirectly to any internet websites with a pornographic or paedophilic content will be excluded without warning);
• Inciting an offence, crime or act of terrorism to be committed or citing apologies for war crimes or crimes against humanity;
• Inciting suicide;
• Allowing third parties to directly or indirectly acquire pirated software, software series numbers, software allowing pirating and hacking of information technology or telecommunications systems, viruses and other logic bombs and in a general manner any software or tool infringing on the rights of others and the security of persons or property.

7 Email

The member will not acquire the email addresses of other DigitalMR Community members or third parties with the view to launch “Mails Bombing”, “Flaming”, “Spamming” and all
other operation aiming to prevent the normal functioning of the email of another member or third party.

The member commits to not encourage the consultation of websites which do not respect current legislation and notably the rights mentioned above.

**8 Payment commitments**

In return for his or her sincere, active participation on the Platform, the Member shall be rewarded an incentive.

Termination of this contract shall result in the cancellation of rewards without any compensation.

DigitalMR reserves the right to offer a substitute reward of equivalent value to the reward offered initially.

No cash alternative is available in respect of the payment of the reward.

**9 Termination**

DigitalMR reserves the right to suspend or terminate this contract at any time without this limiting the provisions of Article 5 of this contract in any way.

In this event, rewards gained by the member shall immediately be cancelled without prejudice to demands for any damages in his or her regard.

DigitalMR shall regularly check the consistency of members’ responses to the questionnaires, surveys and tests, in order to ensure their validity and quality. Thus, in the event of inaccurate or incoherent responses by the member or response times deemed suspect (response times considered to be too long or too short), DigitalMR may automatically terminate this contract.

DigitalMR consequently reserves the right to terminate the contract for any member who has not answered a single questionnaire during a 12 month period, assuming that the member has accepted to participate when joining the community and had been solicited for such action during this time period. This termination shall bring about the cancellation of rewards without any compensation being owed.

The member may terminate this contract by informing the department co-ordinating the DigitalMR Online Communities Platform.

Termination of the membership contract should be done either via an email to the following address: info@digital-mr.com or through “Contact us” section on the Platform; no other form of termination may be used. The member alone assumes responsibility for the consequences of termination notified via another form.

DigitalMR may not be held liable for the loss of either registration data or reward details which may occur due to fraudulent termination carried out by any means other than the ones stated above.
The email notification for termination of membership should include the word “Termination” and the username of the member must be specified clearly in the message so that the request can be authenticated.

Any initiative by the member to terminate the contract shall result in the cancellation of any rewards on the member’s account.

10 Access to the Service

The member shall ensure that the computer and telecommunications equipment required to gain access to the service are set up and functional.

The member is responsible for any costs incurred for his / her internet connection. The access to the DigitalMR Online Communities Platform is totally free.

DigitalMR shall strive to offer you the best possible level of availability so that the Platform can be accessed.

In light of the structure of the Internet, this guarantee may not be assumed to constitute an absolute guarantee in terms of availability and performance.

11 Ownership

DigitalMR International Ltd. owns the DigitalMR trademark.

Any representation and/or reproduction of this Platform or any of its elements either in part or in whole using any process whatsoever without express authorisation from DigitalMR is prohibited and would constitute pirating sanctioned by relevant Articles and all the articles of the Intellectual Property Code.

You hereby undertake to respect the property rights held by DigitalMR and any third party.

12 Modifications

DigitalMR reserves the right to modify these general conditions. Any modifications to these Terms & Conditions will be communicated by DigitalMR to the email address provided by the member. DigitalMR cannot be held responsible for non-receipt of any notification email. Any use of the Platform after modifications to the general conditions have come into force shall constitute acceptance of the new general conditions for using the Platform.

The general conditions featured online at the DigitalMR Online Communities Platform shall take precedence over any earlier version.

13 Completeness

1. These general conditions set out the entire obligations incumbent on the parties.

2. No general or special condition featured in documents sent or presented by the parties may be incorporated into these presents.
3. The fact that one of the parties has not acted upon a failure by the other party to fulfill any of the obligations whatsoever referred to in these presents may not be interpreted as constituting waiving the obligation in question in future.

If one or more of the stipulations in these general conditions are held to be invalid or are declared to be so in pursuance of either a law or a regulation, or pursuant to a final ruling made by a competent court, the other stipulations shall retain their full force and scope, unless the invalid stipulation or stipulations are of a substantial nature and discarding them would undermine the balance of the contract.

14 Cookies

No personal information or online behaviour will be collected or stored using cookies.

15 Trademarks and Service Marks

DigitalMR, DigitalMR.com, the DigitalMR logo, are including without limitation, either trademarks, service marks or registered trademarks of DigitalMR. The products and services described or offered in this Platform, are either trademarks, service marks or registered trademarks of DigitalMR, its suppliers, licensors, or affiliates, and may not be copied, imitated or used, in whole or in part, without prior written permission from DigitalMR. Other products and company names may be trade or service marks of their respective owners.

Submissions: You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to DigitalMR, or postings on this Platform, are non-confidential (subject to DigitalMR's Privacy Policy). DigitalMR shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any materials to DigitalMR, including the posting of votes or materials to any poll, forum or interactive area, irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.

You further agree that you will not disassemble, decompile, reverse engineer or otherwise modify the Content. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable laws.

16 Contests, sweepstakes and other activities

DigitalMR provides Rules of Participation for certain activities on this Platform including, without limitation, contests and sweepstakes by DigitalMR. This Agreement is incorporated by reference to the specific Rules of Participation which appear in connection with the information about a particular activity. To the extent that any conflict exists between this Agreement and specific Rules of Participation, the Rules of Participation for the activity in which you choose to participate shall govern.

17 Confidentiality
DigitalMR processes personal information on servers in Europe as well as in the United States of America.

DigitalMR makes a commitment to each member that it will ensure the utmost Data Protection and Confidentiality and therefore maintain the anonymity of each member online. Under no pretext whatsoever will DigitalMR divulge personal information relating to individual members (such as their email address, postal address, level of income, marital status, etc.) to any third party in any way, shape or form without the member’s explicit consent.

In accordance with the provisions of the laws of England the member shall have the right of objection, the right of access to the data and the right of correction of the data in order to correct, complete, clarify, actualize or delete the data.

In order to exercise these rights, the member may contact us at: info@digital-mr.com

18 Jurisdiction

In the event of a dispute and should an amicable settlement not be reached by the parties, express jurisdiction is assigned to the English courts, notwithstanding the existence of more than one defender or the introduction of third parties, even for urgent or interim proceedings, whether they are summary proceedings or are instigated by petition.