

Terms and Conditions

Welcome to the Your Source and OpinionsPaid™ Terms and Conditions of Service. Please read the following carefully:

1. Acceptance of Terms and Conditions

The OpinionsPaid™ Service and the OpinionsPaid™ Web sites (referred to hereafter as 'OpinionsPaid™') are owned and operated by Colmar Brunton Research Pty Ltd trading as Your Source ABN 22 003 748 981 (referred to hereafter as 'Your Source').

The Service is open for membership to individuals of age 16 years or over, or to minors of age 14 years or over with parental or guardian permission. The Service is open for membership only to residents of Australia. Membership of the Service is conditional upon acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on OpinionsPaid™ (referred to hereafter collectively as 'Terms and Conditions').

The submission of the online membership application constitutes the member's acceptance of the Terms and Conditions. Since the member is bound by these Terms and Conditions, the member should periodically refer to them here.

OpinionsPaid™ reserves the right to vary the specifications, rates, rewards, rules and conditions of any element of the OpinionsPaid™ Service and Network facilities at any time without notice. OpinionsPaid™ reserves the right to vary these Terms and Conditions by providing 30 days notice on this website.

2. Conditions of Membership

OpinionsPaid™ reserves the right to terminate the membership of individuals who violate the following conditions of membership:

- An individual may only apply for one membership.
- Each email address can only belong to one member.
- The member must provide a valid email address.
- A maximum limit of 6 memberships per postal address applies.
- The member must not send unsolicited email ('SPAM') to strangers to promote OpinionsPaid™.
- An individual must not join nor use this Service on behalf of another individual.
- The member must inform OpinionsPaid™ of any change in the member's personal details, including email address and street address. This can be done through the Profile page on the OpinionsPaid™ Web site.
- Any other reason deemed inappropriate in the reasonable opinion of OpinionsPaid™.

OpinionsPaid™ also reserves the right to terminate the membership of any individual without cause or reason.

Members of OpinionsPaid™ may receive up to 15 invitation emails per week, to participate in OpinionsPaid™ surveys. OpinionsPaid™ does not send its members marketing or advertising material.

A question from a member will be answered within 72 hours (weekdays). If this is not possible, an acknowledgement of receipt will be given including which will include an ultimate reaction time period.

All members eligible for participation in a study will have an equal chance to participate in the study. Invitation to participate will be based on the profile information you have supplied to OpinionsPaid™.

3. CONFIDENTIALITY AGREEMENT

In taking part in any form of research with OpinionsPaid™, I will not pass on any information about the test to any other person.

“Information” means any information regarding:

- The actual products or concepts being tested (including a physical or visual description, manufacture name or brand name)
- How you participated in the test
- Any questions that you were asked during a test; and
- Any discussion (verbal or non-verbal) you have been involved in during any testing.
- Where the research involves taking product home for my household to test, I am registering agreement on behalf of all the household members.
- This means that all household members are bound to this agreement.
- The person in accepting the Terms and Conditions the person accepting is obligated to communicate the conditions of this agreement to those household members.

In accepting these Terms and Conditions I hereby declare I have further read, acknowledged and accept the terms of the Confidentiality Deed by following the link below.

[OpinionsPaid Confidentiality Deed](#)

4. Payments to Members

OpinionsPaid™ points shall have no cash value and the member shall have no property rights or other legal interests in points earned, unless otherwise notified by OpinionsPaid™.

OpinionsPaid™ is open for membership only to residents of Australia, OpinionsPaid™ will not send any payment by merchandise, to any address outside of Australia.

OpinionsPaid™ reserves the right to request a copy of a government photographic proof of identification document, for account verification and security purposes, before granting a request for payment. Where the member is unable to provide a copy of a proof of identification document, OpinionsPaid™ may deny the request for payment by merchandise and may also, at its discretion, cancel the membership account.

The member is solely responsible for ensuring the accuracy of information provided for the purposes of delivery of payment by merchandise. OpinionsPaid™ is not responsible for any mail handling error of any postal service involved in the delivery of a payment by merchandise.

Whilst OpinionsPaid™ endeavours to keep the Network error free, if reward points are credited to a member due to a human or computer error, OpinionsPaid™ reserves the right to adjust or reverse such a transaction without notice.

Upon termination of membership, the member will forfeit their points balance, and all outstanding rewards.

If the member does not participate in an OpinionsPaid™ survey for 12 months their membership will be considered inactive, and will be terminated. The member will forfeit their points balance and all outstanding rewards.

OpinionsPaid™ points are not transferable between members or accounts.

5. Communication Facilities

The OpinionsPaid™ Network contains electronic bulletin boards, chat rooms and other communication facilities which provide for feedback by members to OpinionsPaid™, real-time interaction between members and other electronic messaging and notice services (referred to hereafter as 'Communication Facilities'). It is a condition of your use of any Communication Facility and your access to the Network that you do not do any of the following:

- restrict or inhibit any other member from using or enjoying any chat room;

- post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
- post or transmit any material of any kind which contains a virus or other harmful component;
- post or transmit in any way exploit any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- post or transmit links to other websites within the communication facilities without written permission from Your Source.

Violations of these terms relating to Communication Facilities may result in a suspension from posting, cancellation of your membership and in some cases you may be referred to the authorities.

OpinionsPaid™ may from time to time monitor, contribute to or review the contents of its Communication Facilities for research purposes. While OpinionsPaid™ reserves its right to edit, refuse to post or to remove any information and/or materials (in whole or in part) that in OpinionsPaid™ sole discretion is in any way objectionable or in violation of any applicable law or the Terms and Conditions, OpinionsPaid™ has no obligation whatsoever to monitor any Communication Facility or to edit, delete or refuse to post such contents, nor is OpinionsPaid™ responsible for any contents in any Communication Facilities. You expressly acknowledge and agree that the Communication Facilities provide a means of public and not private communications.

OpinionsPaid™ reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law.

Content you contribute to OpinionsPaid™

- For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with OpinionsPaid™ (IP License).
- Once you post content and it is achieved, you understand that removed content does persist in backup copies for a reasonable period of time (but will not be available to others outside of the research client and Your Source staff).
- All content or information you contribute within the communications facilities is available to everyone online including people who are not logged into OpinionsPaid™, to access and use that information, and to associate it with your public profile (i.e., your name and Avatar).
- We always appreciate your feedback or other suggestions about OpinionsPaid™, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them)

Competitions

By entering into OpinionsPaid™ competitions, you agree to have your name published on the OpinionsPaid™ Web site in the case that you are a winner. OpinionsPaid™ employees and their family members, OpinionsPaid™ partners and clients, agents, suppliers, and their employees and immediate family are not eligible to enter any OpinionsPaid™ competition.

Referrals

Referrals will be incentivised using points and competitions. Where a fraudulent referral is discovered, OpinionsPaid™ reserves the right to cancel either or both the referrer or referred account and/or debit the appropriate points or cash from the referrer's account.

6. Disclaimer of Warranty

The member acknowledges that it has not relied upon or been induced by any representation by OpinionsPaid™ and makes no warranty or representation as to:

- the results that may be obtained through membership of the service;
- the accuracy, reliability or otherwise of any information obtained through membership of the service;
- the financial or other rewards which may be obtained through membership of the service;
- the service or network being uninterrupted, timely or error free;
- the goods and/or services purchased or obtained through the service or network, except where expressly indicated.

7. Limitation of Liability

The member releases OpinionsPaid™ and its officers, employees, agents, subsidiaries and affiliates from any claim for loss, damage or liability, including special indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data, in respect of:

- membership of the service;
- the members use of or inability to use the OpinionsPaid™ Network;
- the quality of goods and/or services purchased by the member;
- any dispute with a supplier of goods and/or services.

8. Indemnification

The member indemnifies and keeps indemnified OpinionsPaid™ and its officers, employees, agents, subsidiaries and affiliates against all claims (including third party claims), demands, damages, costs (including legal costs), penalties or suits arising out of or consequential upon the members use of the service or the network.

9. Termination

These Terms and Conditions are effective until terminated by OpinionsPaid™. OpinionsPaid™ may terminate these Terms and Conditions at any time without notice.

10. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales and of the Commonwealth of Australia. The member submits to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

This statement should be read in conjunction with the OpinionsPaid™ Privacy Statement.

11. Privacy Statement

OpinionsPaid™ understands that you are concerned about your privacy. The Privacy statement for OpinionsPaid is available for you to read from the home page of the Your Source group pty ltd or by contacting panel@yrsource.com. We can also provide contact information if you should happen to have a question or complaint related to privacy.