

## **Welcome to Prolific Academic**

Thank you for visiting our website [www.prolific.co](http://www.prolific.co) (the “**Website**”). The following legal terms govern your use of the Website and you should read them carefully.

These legal terms include:

- Researcher Terms of Service – If you are a Researcher, these terms ([https://www.prolific.co/assets/docs/Researcher\\_Terms.pdf](https://www.prolific.co/assets/docs/Researcher_Terms.pdf)) govern our provision, and your use, of our platform for launching pre-designed online research studies (“Studies”) to pre-screened Participants. Those Participants complete Studies subject to our Participation Terms (see below) and any additional terms and conditions agreed between the you and the Participants specific to that Study or including in the Study listing (“Study Terms”) in return for the reward you have specified. While we administer the payment of rewards, and provide a platform for listing and launching Studies, the completion of any Study takes place on whatever third-party platform you have chosen to host the Study itself.
- Participation Terms – If you are a Participant, these terms ([https://www.prolific.co/assets/docs/Participant\\_Terms.pdf](https://www.prolific.co/assets/docs/Participant_Terms.pdf)) govern: i) your use of the Participant-facing features of our Website (under your agreement with us); and ii) your participation in Studies listed by Researchers (under your agreement with the relevant Researcher, which will also include the specific Study Terms specified by that Researcher).”
- Terms of Service - Different Terms of Service will apply to you depending on whether you are using our Services as a Researcher [https://www.prolific.co/assets/docs/Researcher\\_Terms.pdf](https://www.prolific.co/assets/docs/Researcher_Terms.pdf) or a Participant [https://www.prolific.co/assets/docs/Participant\\_Terms.pdf](https://www.prolific.co/assets/docs/Participant_Terms.pdf) Our Terms of Service and govern our provision, and your use, of the service we provide through the Website. This service comprises the provision of an online platform through which researchers can conduct, and participants can take part in, online research studies, and are described in more detail in our Terms of Service.
- Privacy Notice and Cookies Policy – our Privacy Notice and Cookies Policy <http://prolific.co/privacy> sets out the terms on which we process any personal data we collect from you, or that you provide to us, as well as information about the cookies on the Website.

By using the Website, you indicate that you accept and agree to our Terms of Use and Privacy Notice and Cookies Policy.

## **Prolific Academic Website Terms of Use**

### **Information about us**

The website [www.prolific.co](http://www.prolific.co) (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

### **Accessing the Website**

Access to the Website is permitted on a temporary basis, and we may withdraw or amend the services we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

We may restrict access to some parts of the Website to users who have registered with us. In particular, access to our platform for submission of and participation in research studies is available only to registered members and is subject to further Terms of Service.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.

### **Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must destroy any copies of the materials you have made.

### **The Website Changes Regularly**

We aim to update the Website regularly, and may change the content at any time. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Linking to the Website**

You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on the Website other than that set out above, please address your request to [support@prolific.co](mailto:support@prolific.co).

### **Linking from the Website**

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **Our Liability**

Access to the Website is provided “as is” and your use of the Website is at your own risk. To the fullest extent permitted by law:

- we expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, under the common law, or otherwise;
- we expressly exclude any liability for any indirect or consequential loss or damage incurred by you in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, however caused;
- unless you have entered into any contract with us for the supply of services we expressly exclude any liability for any direct loss or damage incurred by you in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, however caused; and
- if you have entered into a contract with us for the supply of services in accordance with our Terms of Service below, our liability to you in relation to those services shall be subject to such limitations and exclusions as may be set out in those Terms of Service.

## **Information about you and your visits to the Website**

We process information about you in accordance with our Privacy Notice and Cookies Policy ([https://www.prolific.co/assets/docs/Prolific\\_privacy-policy.pdf](https://www.prolific.co/assets/docs/Prolific_privacy-policy.pdf)). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## **Viruses, hacking, prohibited uses and other offences**

You may use the Website only for lawful purposes. You may not use the Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards; or
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You must not misuse the Website by knowingly introducing viruses, Trojans or any other malicious items. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

To the fullest extent permissible by law, we will not be liable to you for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

### **Breach, suspension and termination**

If you are in breach of these Terms of Use or of the Terms of Service, we may take such of the following actions as we deem appropriate in the circumstances:

- immediate, temporary or permanent withdrawal of your right to use the Website and/or our services;
- issue a warning to you;
- issue legal proceedings against you; or
- disclose your information to law enforcement authorities as appropriate.

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 Use, our Terms of Service or our Privacy Notice and Cookies Policy.

### **Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related to, your use of the Website although we retain the right to bring proceedings against you for breach of these Terms of Use or the Terms of Service in your country of residence or any other relevant country.

These Terms of Use, the Terms of Service and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **Variations**

We may revise these Terms of Use or the Terms of Service at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Website.

### **Severability**

If any court or competent authority decides that any of the provisions of these Terms of Use or any provisions of our Terms of Service or Privacy Notice and Cookies Policy are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

### **Contact Us**

If you have any concerns about material which appears on the Website, or any questions, comments or requests regarding our Terms of Website Use, Terms of Service or Privacy Policy, please contact us at [support@prolific.co](mailto:support@prolific.co) or at our postal address The Wheelhouse, Angel Court First Floor, 81 St. Clements Street, Oxford, OX4 1AW, or use the "Contact Us" form on the Website ([www.prolific.co](http://www.prolific.co)).