

General Terms and Conditions (GTC) of intervista AG

1. Introduction

1. intervista carries out its activities in the sense of advisory services in accordance with the recognized rules of the profession.
2. The recognized rules of the profession are derived from the ESOMAR codes and guidelines (www.esomar.org), and the provisions of the regulations and their annexes on the use of the label Market and Social Research by SWISS INSIGHTS, issued by SWISS INSIGHTS, Swiss Data Insights Association based in Alpnach. They are obligatory for intervista.

2. Quotations

1. intervista submits a quotation to the potential client basically in the form of a research proposal, which is based on a detailed briefing to the client. The research proposal is a framework proposal and covers tasks, research design (methodological approach, sample, length of interview) and evaluation parameters, as well as the required fee, the time required for the research and the type of reporting.
2. The expenses for work in conjunction with the preparation of offers shall only be reimbursed if the potential client has been informed of this.
3. An offer remains valid for six months from date of offer.
4. If intervista also prepares the briefing with the potential client, an advisory mandate must be issued, which - unless expressly agreed otherwise - is billed separately in addition to the fee quoted and irrespective of the surcharge for the main contract. Prior to commencing this work step, the potential client must be informed that the advisory mandate is subject to a charge.

3. Services and Fees

1. intervista shall inform the client in advance if
 - a. the order is combined or syndicated with orders from other clients. The identity of the other clients need not be disclosed;
 - b. a substantial part of the service is provided by a subcontractor or an outsourcing consultant. Unless otherwise agreed, intervista is entitled to assign the contract. The identity of the subcontractors and consultants shall be disclosed to the client upon request.
2. In principle the fee referred to in the proposal covers all defined services to be provided by intervista in connection with the execution of the services under the contract, including the services of subcontractors and consultants.

3. Additional services ordered by the customer, such as additional presentations, the delivery of additional report copies, additional translations, etc. are charged separately. The client must be informed of the costs.
4. If the client submits any changes or additional wishes after conclusion of the contract, intervista may charge additional costs if it quotes to the client the supplementary services exceeding the agreed fee within 5 working days, but in any case, before the provision of the service. The client is entitled to cover the additional costs by reducing the other services of intervista, which have not yet been performed, provided that demonstrable loss is thereby caused to intervista.
5. The risk of correct tendering is borne by intervista in the case of a flat-rate contract. If individual performance elements have been quantified within the framework of a flat-rate agreement, i.e. if the assumptions underlying the quotation have been disclosed, intervista may charge an additional cost for the provision of these performance elements only if it proves that despite application of due diligence, the additional cost of the orders was not foreseeable and the client has been promptly informed.
6. If the client revokes the order, he must, in accordance with the contract, pay intervista the fee for the services provided until revocation of the contract and replace all the demonstrable costs. If the revocation is untimely and intervista bears no fault at the time of revocation, it is entitled to demand a supplement of 10% of the fee for the part of the contract, which has been withdrawn, together with its fee for the services provided under the contract. Proof of more extensive loss remains reserved.
7. The postponement of an order is equivalent to revocation if no new date for the provision of services is defined. In the event of delays, intervista is entitled to charge separately for services and costs that arise due to postponement (e.g., services for re-organising arrangements, costs for the time of interviewers, which has already been booked).
8. A minimum fee of CHF 1,200 per project is payable if the project is cancelled after expenses have already been incurred and these costs do not exceed CHF 1,200. In addition, this is the minimum amount invoiced for a project, if the project turnover is below this amount.

4. Property Rights and Copyright

The property and copyrights of the material collated during the execution of the order - data carriers of all kinds, questionnaires, other written documents, etc. - remain with intervista. The property and copyrights of the collated data shall pass to the client in an anonymous form. The client's copyright on documents that it has developed remains unaffected. The conflicting provisions of the following paragraph 5 remain reserved.

5. Data protection and non-disclosure

a) Principle

Market, opinion, and social research data will be passed on to the client only in an anonymous form, unless the client is itself

- a Member of SWISS INSIGHTS and entitled to bear the label Market and Social Research by SWISS INSIGHTS
- a foreign client and a member of a corresponding organisation there, or
- an ESOMAR affiliated institute or an official body, which has undertaken in writing to comply with the rules set out in the "Regulations on the Use of the Label Market and Social Research by SWISS INSIGHTS" and the legal provisions on data and personality protection.

The data may also be disclosed if the respondent expressly so requests or expressly consents to the disclosure of his or her identity. In both cases this consent must be obtained by means of an explicit, double enquiry in the questionnaire.

b) Syndicated Studies

1. The copyright in all information submitted to the client and the data control remains with intervista in full. The client receives the data solely for his own use. Unless otherwise agreed in writing, it undertakes not to pass on to third parties any results of the survey, reports, etc., as well as the underlying material, either in full or in part, or in the form of otherwise exploitable information. Persons or companies with whom the client is linked through significant participations, with which it is in an agency relationship, or which require such information to fulfil a contractual obligation vis-à-vis the client shall not be considered to be third parties. The client undertakes, however, to impose on such persons and companies the obligation not to disseminate the information.
2. Should particular circumstances require the disclosure of the data obtained by intervista to third parties, intervista shall decide upon the approval of such disclosure to third parties upon request of the client, if necessary, after discussing the said information with purchasers.
3. The client is bound to comply with this provision and to ensure compliance with this requirement by persons and companies to whom the customer has passed the information. In the event of breach of contract, the client shall be liable to pay to intervista a contractual penalty, the amount of which is determined separately by the parties per order. The claim to non-use of the data and the assertion of damages are not excluded.

c) Commissioned studies

1. In the case of commissioned studies, the client may use the anonymised data and conclusions of the study for further research projects, archiving and publication in any form whatsoever. It may grant third parties the right to use data and conclusions. The client has exclusive control of data. intervista guarantees to the client not to pass on specific data and / or client-specific knowledge from the conduct of the study to third parties without the client's express approval.
2. However, intervista can continue to use general findings from the study, e.g. for standardization of question formulations or for the formation of anonymised average values from several studies by different customers. It shall ensure that third parties cannot infer the results of the study and the identity of the client from the use of the know-how.
3. In the case of surveys intended to be published in the media, intervista and the client shall endeavour to publish the following additional information upon first publication:
 - the name of intervista
 - the name of the client
 - the survey method
 - the date of collection
 - the wording of the questions formulated
 - the definition of the population
 - the description of the selection procedure and
 - the number of interviews
4. The special provisions of the Guidelines for the Conduct of Voting and Election Surveys, for Publication prior to Polling regarding the compulsory publication by intervista of the methodological profile on the homepage <https://swiss-insights.ch> remain reserved.

6. Copy of the data sets

In the case of commissioned studies, the client may, against payment, request an anonymous data record from intervista.

7. Inspection / Anonymity

The client has the right to inspect the original documentation on the premises of intervista. However, the anonymity of the informants must not be violated. If measures, which become necessary to protect anonymity, result in costs, these must be borne by the client, provided that he has been informed in advance.

8. Duty to preserve records

intervista is obliged to keep survey documents for a period of one year and data carriers and other material for two years after delivery of the survey report. Longer deadlines must be expressly agreed.

9. Confidentiality

1. entrevista shall not disclose the identity of the client in connection with a particular order. It is obliged to treat all information received from the client strictly in confidence and to use it solely for the execution of the order. Agreements to the contrary remain reserved.
2. The results obtained are available only to the respective client, unless they are syndicated studies or services which are to be identifiable and are provided for various customers.
3. entrevista is entitled to mention the name of the customer, without reference to a specific order, as a reference.

10. Liability of the Institute

1. entrevista carries out the investigations (collation, recording, evaluation and copying of data) with due diligence according to the accepted rules of market and social research. If the award of a contract leaves open scope for discretion, entrevista shall complete this to the best of its knowledge. There is default in the conduct of the survey only if entrevista culpably violates the duty of care incumbent upon it.
2. entrevista undertakes to define the research design and the information collected therefrom to the best of its knowledge and belief (best practice) in such a way that it corresponds to the use declared in the client briefing. Likewise, the study implementation must be carried out according to the "best practice" rules applicable to market research. Liability for consequential or indirect damages, such as, in particular, loss of profit, loss of data or loss of earnings, shall be excluded in all cases.
3. The obligation of the Market Research Institute to pay compensation in damages, which are attributable to it, is limited to the total amount of the agreed fee of the respective individual contract.
4. Notice of defects must be addressed in writing to entrevista within 60 days of receipt of the information.
5. If evaluation programmes are provided by the client, entrevista is not liable for deficiencies due to this evaluation programme.
6. entrevista is not responsible for the consequences of late delivery or loss or damage to test material provided that the delay or loss or damage is due to circumstances beyond the operational scope of the Market Research Institute or where circumstances have been brought about other than by the culpability of entrevista, such as by natural catastrophes and other cases of force majeure, sovereign interventions, and labour disputes.

11. Liability of the Client

The customer is liable regardless of fault for all direct and indirect damages that arise to intervista or to third parties from the use of the test material provided by him.

12. Additional conditions for Sampling Only projects

a) Amendments in the study setup

intervista must be informed immediately in one of the following cases:

- if the estimated delivery of final links conflicts with the field start
- screening criteria are altered/added/removed
- quota criteria are changed
- any other aspects of the study are changed which will influence the assumptions as specified in the proposal

b) Sample Size

Unless specified differently, intervista seeks to realize the exact sample size as specified in the proposal.

As long as the realized sample size does not differ by more than 5%, the agreed cost per interview (CPI) will not change. Changes by more than 5% of interviews are regarded as material and will lead to the calculation of a new CPI.

c) Length of interview (LOI)

intervista measures the median LOI 24 hours after the full launch of the study.

As an essential part of our fair panelist treatment policy, we are committed to a correct information of our panelists regarding the average survey time to be expected. Furthermore, we promise our panelists to never lower the expected survey time of a study which has been already launched.

If measurement 24 hours after full launch results in an average survey length (median) more than 2 minutes longer than the communicated survey length, we reserve the right to adjust the communicated survey time and re-calculate the incentive paid-out to panelists. Extra cost which stems from higher incentives have to be paid by the client.

intervista generally does not accept studies with an average LOI above 25 minutes (median).

d) Incidence rate (IR)

Based on client information we estimate the incidence rate for each (sub-)sample. Once the field has been closed intervista calculates the actual incidence rate as follows:

$$\frac{\text{completed interviews}}{\text{completed interviews} + \text{screen outs (from unidentified variables)}}$$

Except for age, gender, and language region (German speaking, French speaking) all other variables (e.g., checks of ip addresses, exclusion of participants working in specific industries) are regarded as non-identified variables.

As long as the actual IR does not differ by more than 10%, the agreed cost per interview (CPI) will not change. Changes by more than 10% are regarded as material and will lead to the calculation of a new CPI. (An example: If the announced IR is 50% cost per interview will not change within the range of 45% to 55%).

intervista generally does not accept studies with an IR below 30% (according to above defined criteria).

e) Survey quality

intervista checks all surveys prior to survey launch on their quality. This comprises aspects as spelling, grammar, aspects of translation, and technical functionality. Ifintervista does not agree with the quality of the survey, we inform the client immediately and reserve the right to postpone the actual field launch.

intervista accepts only surveys that are interruptible and can continued by the participant later. If the questionnaires cannot be displayed in a mobile optimized layout, we reserve the right to recalculate the CPI.

intervista generally does not accept studies with a dropout rate (interruptions due to suboptimal quality of questionnaire) higher than 30%.

On the part of the client, intervista accepts an exclusion of a maximum of 5% of the sample size specified in the offer based on quality criteria. The exclusion criteria applied by the client must be communicated to intervista and must comply with current industry standards. Interviews excluded on this basis will not be invoiced by intervista and will be compensated with additional interviews if desired.

f) Field time

A minimum field time, starting with full launch of the study, is 5 working days.

We reserve the right to prolong minimum field time due to complex quotas, low incidence rates, or high lengths of interview.

Please note that we do not accept questions that collect personal data of our pannelists like name, address, phone number, or e-mail-address.

13. Invoicing

The agreed fees are used to finance the respective research projects. For studies with an order volume exceeding CHF 25,000, 30% of the fee may be requested upon order placement, the remainder will be due upon delivery of the results. In case of non-payment of the outstanding partial amounts, intervista has the right to postpone the delivery of the data.

14. Exclusivity

1. The Market Research Institute cannot guarantee the exclusivity of certain product fields, survey objects and survey methods, unless this has been expressly agreed. Insofar as that exclusivity is agreed, its duration and any fee to be charged in addition must be specified.
2. However, if an Institute receives a request for a questionnaire that the customer wants to publish in the public domain or to a narrowly defined target group (e.g. for customer acquisition) and which is currently being processed jointly with or on the account of another client, in the case of a request for a quotation, at the latest however when placing an order, intervista must as far as possible
 - a) refuse or
 - b) inform the first client and ask for its consent and then also inform the potential clients about the first ongoing project.

15. Termination of the contract

1. Contracts which have been concluded for an indefinite period and which cover services, which are to be provided periodically, can be terminated both by the client and by intervista at any time, subject to notice of three months being given by registered letter.
2. The contract may be terminated at any time with immediate effect if either party has been found to be in arrears with the fulfilment of its contractual obligations for four weeks.

16. Applicable law/Jurisdiction

The contract is subject to Swiss law. For all disputes the parties agree that the Court of jurisdiction shall be the registered office of intervista.

intervista, however, has the right to bring an action against the client at its ordinary competent Court.