



# **SHRM Voice of Work Research Panel**

## **Terms of Use**

### **1. SCOPE OF AGREEMENT**

These Terms of Use ("Agreement") by and between the Society for Human Resource Management ("we", "us", "our" or "SHRM") and you ("you" or "your") governs your participation in the SHRM Voice of Work Research Panel (the "Panel"), including any survey offered, hosted or administered by or through the Panel; and/or redemption of incentives for participation in Panel surveys; together with all information, content, products, materials and services made available to Panel members by us and/or third parties (which together shall be collectively referred to as the "Panel Services").

By using or otherwise accessing the Panel Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement, together with the SHRM Voice of Work Research Panel Privacy Policy and any other terms of use applicable to other SHRM owned or controlled websites, as specifically noted on such sites, and any other policies, rules and provisions which are described, linked or otherwise referred to and form a part of this Agreement, including, without limitation the [SHRM Terms of Use](#) and the [SHRM Privacy Policy](#). If you do not agree to this Agreement, do not access or use the Panel Services in any manner. You will still be bound by the Agreement as it existed when you last used the Panel Services. We reserve the right to make changes to this Agreement at any time. Please check back from time to time to ensure you are aware of any updates or changes.

### **2. PANEL MEMBERSHIP ELIGIBILITY**

Participation on the Panel is by invitation only and subject to various factors, as determined by SHRM in its sole discretion, including, without limitation, minimum age, employment background, and geographic requirements. Currently, only U.S. residents will be considered for Panel membership.

If you are interested in potentially joining the Panel and have not received an invitation, please contact [voiceofworkpanel@shrm.org](mailto:voiceofworkpanel@shrm.org). Panel membership is

not guaranteed.

If you are invited by SHRM to be a Panel member, you must complete the Panel recruitment survey and provide certain Personal Information as further described in the Panel Privacy Policy. Panel members are required to truthfully provide all information. You agree to promptly notify SHRM of any changes in or to your information.

Panel membership is specific to the invited individual who registers. We only permit one Panel member per unique email address. SHRM reserves the right to restrict or end the membership of any Panel participant who provides, or who SHRM reasonably suspects to have provided, information that is untrue, inaccurate, not current or incomplete.

### **3. PANEL PARTICIPATION**

Panel members participate in research surveys and similar activities by providing their insights, thoughts, and opinions, to help SHRM and others understand important topics and trends in the world of work.

By becoming a Panel member, you agree to receive invitations to participate in surveys. You may choose not to participate in any survey, and, where permitted, you may choose not to answer any survey questions you do not wish to answer. See the [SHRM Voice of Work Research Panel FAQs](#) for more information.

You may end your participation in the Panel at any time by contacting us as indicated below.

### **4. REWARDS FOR PANEL PARTICIPATION**

Panel members may have the opportunity to earn rewards for participating in certain Panel surveys. Panel members may choose to donate the rewards to charity or use reward points towards a gift card. You will receive an email once you are rewarded points with a hyperlink to claim your reward. With this link you will be able to donate your Panel points or redeem for a gift card. Any terms and conditions on Blackhawk Network's website should be reviewed prior to your use. Please visit Blackhawk Network at <https://blackhawknetwork.com/terms-use> . Such policies are posted on Blackhawk Network's website on their landing page. Panel rewards points are non-transferable and cannot be redeemed for cash; gift cards are subject to the merchant's applicable terms.

## **5. ACCESS TO AND USE OF THE PANEL SERVICES**

SHRM makes the Panel Services available for your personal, non-commercial use only.

You may not use or allow others to use the Panel Services, directly or indirectly, nor upload, distribute, transmit, communicate, link to, publish or access any data, information or material through, using or otherwise in connection with the Panel Services, that: (a) is libelous, defamatory, vulgar or obscene, pornographic, sexually offensive or explicit, harmful or harassing, threatening, hateful, racially, culturally, ethnically or otherwise objectionable or offensive, discriminatory or abusive; (b) violates any law or regulation or the rights of others; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Panel Services; and/or (d) infringes any intellectual property, privacy or proprietary rights or confidentiality obligations of others. You are solely responsible and liable for any such activity, behavior, use and conduct. We have no liability, and you bear the sole and exclusive risk associated with use of or reliance on the accuracy, quality, completeness, reliability or usefulness of any data, information or material in connection with your Panel participation.

You also may not use, nor allow others to use, the Panel Services, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Panel Services or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Panel Services, or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules, and regulations, as well as any international treaties, which are applicable to your use of the Panel Services.

You are prohibited from violating or attempting to violate the security of the Panel Services, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Panel Services or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with or disrupt the Panel Services or services to any user, processor, host or network, including, without limitation,

by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences which may involve such violations and may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

SHRM, at its sole discretion, may refuse to provide the Panel Services to anyone, at any time and for any reason or no reason.

## **6. USER CONTENT**

You are responsible for any information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("User Content") you upload, submit, post, link to or otherwise transmit (collectively "transmit") and the consequences thereof. **YOU CAN BE HELD LEGALLY LIABLE FOR WHAT YOU TRANSMIT.** If you choose to transmit any User Content, you agree to do so solely for lawful purposes, in compliance with all applicable laws, and in a professional manner. User Content should only contain audio, video, images or the likeness of the individual submitting the User Content and should not contain any copyrighted or trademarked content or material of any third party.

You expressly agree that we have no responsibility for or control over the User Content you may transmit using the Panel Services. Although we do not actively monitor, regulate or pre-screen your use of the Panel Services, we reserve the unconditional right (but not the obligation) to remove, move or edit any User Content that we in our sole discretion consider harmful, offensive or unprofessional, disruptive, in violation of law, regulation or any agreement, including, without limitation:

- Content which is or may be in violation of this Agreement.
- Content that could reasonably be construed as a violation of federal, state or international law prohibiting anti-competitive activities or unfair trade practices. For example, participants should not discuss detailed salary, wage, or benefit pay by a company or industry, because such a discussion might fall outside of the FTC/Dept. of Justice safe harbor provisions for sharing of salary, wage, and benefits information.

- Content that infringes any other person or entity's copyright, trademark, service mark, trade dress or privacy-related rights.
- Content that is unprofessional or is harmful to the image of the HR profession.

Persons found in violation of this Section may have their access to the Panel Services blocked, and, in certain cases, SHRM membership discipline procedures may be initiated.

By submitting User Content, you hereby grant to us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license, with right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Content you transmit via the Panel Services in any manner, without compensation or notice to you. In addition, by using the Panel Services, you agree to release, hold harmless, indemnify and defend the Society for Human Resource Management and the Panel Administrator from any and all legal or civil actions and penalties and costs, including without limitation attorneys' fees, arising from any User Content you transmit.

## **7. US TRADE SANCTIONS COMPLIANCE**

U.S. government sanctions prohibit SHRM from allowing participation in the Panel by individuals or organizations located in designated countries, or persons or organizations that are designated on a U.S. government-maintained list. For this reason, individuals who (1) are on any such list or who work for a company that is on such a list, or (2) are affiliated with, or are employed by organizations that are affiliated with, governments of those countries that are subject to sanctions, or (3) are residents of or are ordinarily residents of countries where U.S. sanctions prohibit SHRM from providing certain products or services, will not be able to participate in the Panel. Currently, membership in the Panel is open to U.S. residents only (among other requirements, as determined by SHRM and noted above).

## **8. INTELLECTUAL PROPERTY**

The content displayed or otherwise made available via the Panel Services (directly or indirectly), including, without limitation, all text, graphics, images, button icons, programs, software and other data, content, information and

materials, tangible and intangible, and all intellectual property rights in and to the same (the "Material"), are owned by or licensed to us or our third-party partners. In addition, all names, service marks, logos, brands, brand names, trade dress and trade names, and any other distinctive identification are trademarks (the "Trademarks") owned by us in the U.S. and other countries or licensed to us or our third-party partners.

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## **9. LINKS**

The Panel Services may provide links to other websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or otherwise made available via such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services

made available on or through any such site or resource.

## **10. DISCLAIMER OF WARRANTY**

THE PANEL SERVICES ARE PROVIDED TO YOU ON AN "AS IS, AS AVAILABLE" BASIS, AND YOUR USE THEREOF IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PANEL SERVICES, ANY PRODUCTS MADE AVAILABLE TO YOU IN CONNECTION THEREWITH, OR YOUR ACCESS TO OR USE OF ANY OF THE FOREGOING, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND/OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS OR SERVICES DISPLAYED ON OR OFFERED THROUGH THE PANEL SERVICES ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE PANEL SERVICES WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE PANEL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **11. LIMITATION OF LIABILITY AND RELEASE**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SHRM, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE PANEL SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SHRM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE MATERIAL OR THE PANEL SERVICES, OR ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR OTHERWISE MAKE A CLAIM, DEMAND OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST US, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS FROM, FOR ANY CLAIMS, ACTIONS, DEMANDS OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED.

## **12. INDEMNIFICATION**

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Panel Services, and/or (c) the use of the Panel Services by any other person using your Panel membership. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

## **13. TERMINATION**

We may terminate this Agreement, restrict, suspend or terminate your Panel membership and/or access to and use of the Panel Services immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies which are available to us. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use or access the Panel Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Panel Services. Upon the effective date of any such termination, your right to access and use the



Panel Services shall immediately cease.

#### **14. GOVERNING LAW AND INTERPRETATION**

This Agreement and your use of the Panel Services, will be interpreted under and governed by the substantive laws of the Commonwealth of Virginia, excluding its conflicts-of-law rules. You agree that exclusive jurisdiction and venue of any dispute with SHRM or its licensors, or any of their respective affiliates, officers, directors, employees, contractors, agents, representatives or suppliers, arising out of or in any way relating to this Agreement shall reside in the federal and state courts sitting in the Commonwealth of Virginia. You expressly consent to the exercise of personal jurisdiction by such courts and agree that you will not object to jurisdiction of or venue in such courts on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. This Agreement may not be modified by anyone except in writing signed by an authorized officer of SHRM. No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement. You may not assign your rights under this Agreement without our prior written permission and any attempt by you to do so shall be void. If any term of this Agreement is held invalid, illegal, or unenforceable, the remaining portions shall not be affected. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination.