The FRL Accessibility Research Panel is a program designed for the administration and recruitment of research participants for Facebook research studies using Alida Inc.’s (formerly “Vision Critical Communications Inc.”) web platform (“Panel Program”). The Panel Program consists of individuals who have pre-qualified as Facebook or Oculus users and have agreed to take part in Facebook research studies, including but not limited to surveys, discussion forums, interviews, or other types of studies. The Panel Program is categorized into panels or sub-panels based on research needs (“Panels”). These FRL Research Insight Terms & Conditions govern all activities conducted for the Panel Program (“Panel Terms”). By participating in the Panel Program, including but not limited to submission of your email address, responses to surveys, completing or submitting applications, or exchanging communications related to the Panel Program, you agree to be subject to the Alida Terms of Use and Privacy Policy (together, “Alida Terms”) and the Facebook Terms of Service and Data Policy and Oculus Terms of Service and Data Policy (together, “Facebook Terms”), as set forth below.

1. Alida Terms of Use; Facebook Terms of Service

Your use of Alida’s web platform is governed by the Alida Terms. Your use of Facebook’s products and services is governed by the Facebook Terms. Facebook makes no warranty or guarantee in relation to the accuracy, reliability, availability, or completeness of the Alida web platform. In the event of a conflict between the Alida Terms and Facebook Terms, the most restrictive terms shall apply, subject to applicable law.

2. Conditions of Participation in the Panel Program

Participation in the Panel Program is open only by invitation to users who are at least the age of majority in their jurisdiction of residence. You will not participate in the Panel Program if you are not the age of majority in your jurisdiction of residence. Your participation in the FRL Accessibility Research Panel and/or use of Facebook’s products and services does not constitute an agency, partnership, employment, joint venture, or association relationship between you and Facebook, and you may not represent in any public or non-public communications that any such relationship exists.

3. Data Use

Facebook may use the data you submit in connection with your request to participate in the Panel Program to evaluate your request to participate in the Panel Program, how we manage the Panel Program, and as described in the Facebook Data Policy and/or Oculus Data Policy. You agree that you will comply with any identification verification and other security steps as Facebook may reasonably require. You also agree that Facebook may accept or deny your request to participate in its sole discretion without any explanation, consideration, or liability to you.

4. Liability; Compliance; Termination

4.1 Liability To the maximum extent permitted by applicable laws, Facebook shall have no liability to you with respect to your participation in the Panel Program.

4.2 Compliance You shall comply with the Alida Terms, Facebook Terms, and all applicable laws in your participation in the Panel Program and you shall not do anything related to your participation that: (i) breaches the Panel Terms, Alida Terms, Facebook Terms, and/or any other applicable terms and conditions; (ii) is unlawful, misleading, discriminatory, defamatory, harmful, offensive or fraudulent; or (iii) infringes or breaches someone else’s rights, including their intellectual property rights.
4.3 Termination; Unsubscribe  You must use an active Facebook account in order to participate in the Panel Program. Your participation in the Panel Program may be terminated by Facebook in its sole discretion without notice at any time. You may unsubscribe from the Panel Program at any time.

4.4 Research Responses  Your responses to any Panel Program surveys, materials, or other research methods are collected and shared in accordance with Facebook’s Data Policy. Facebook may also periodically access and review your usage of Facebook’s products and services in accordance with the Facebook Data Policy.

5. Ownership

Your responses to any Panel Program surveys, materials, or other research methods, including without limitation, any feedback, ideas, or opinions regarding Facebook’s products or services, provided in any form, including comments on or suggested changes to Facebook’s current or future products or services, are the sole and exclusive property of Facebook and may be used by Facebook for any purpose whatsoever without any restriction or condition, without any obligation to credit or compensate you, and under no obligation to keep them confidential. You agree that Facebook may develop independently or receive ideas, opinions, and feedback from third parties that are similar or identical to yours, and that you will have no claim of any kind in connection with any such similarity. You agree to promptly take such steps exactly as Facebook may reasonably require transferring any rights subsisting in your responses to Facebook. Facebook shall not be required to bear the costs of any steps which any participant may be required to take to transfer any subsisting rights to Facebook.

6. Confidentiality

As part of the Panel Program, you may receive Facebook Confidential Information. “Confidential Information” means all information disclosed by or relating to Facebook that you receive, have access to, or are exposed to, directly or indirectly, in connection with the Panel Program. Confidential Information does not include any information that (i) becomes publicly available without breach of this Agreement, (ii) is previously known to you, or (iii) is received from a third party who did not wrongfully acquire or disclose such information. You are only permitted to use Facebook Confidential Information strictly in relation to providing feedback to Facebook as part of participating in the Panel Program, and you will not disclose any Facebook Confidential Information to any third party. Facebook reserves the right to take such action as it deems necessary to protect its Confidential Information, including, without limitation, terminating your participation in the Panel Program. Upon Facebook’s request, you will promptly destroy all tangible materials embodying Confidential Information in your possession.

7. Updates

These Panel Terms may be updated from time to time by posting a link to them in communications to Panel Program participants. The updated Panel Terms will be effective as of the time they are made available via a link to participants through any method including but not limited to email or website notice. The updated Panel Terms will apply to your participation in the Panel Program as of the posted effective date. If at any time, you object to any of the language within these Panel Terms or any subsequent modifications to these Panel Terms, or become dissatisfied with the Panel Program, you agree that your only recourse is to immediately discontinue participation in the Panel Program and properly unsubscribe in the manner provided above.

8. General

You agree not to participate in the Panel Program if it is illegal or otherwise prohibited in your jurisdiction. In Facebook’s sole discretion, it may assign these Panel Terms in whole or in part without notice to you. You may not assign these terms without Facebook’s prior written consent. If any provision(s) of these Panel Terms is held to be unenforceable, then such provision(s) will be construed to reflect the intentions of the parties with the other provisions remaining in full force and effect. The provisions of Sections 1, 2, 3, 4, 5, 6, and 8 are binding on each participant despite any termination of participation in the Panel Program to the maximum extent permitted by applicable laws. Nothing contained in these terms
will be construed as creating any agency, partnership, joint venture, association, or employment between you and Facebook. You agree that these Panel Terms will not be construed against Facebook by virtue of the appearance that Facebook has drafted these terms. This agreement shall be governed by the applicable laws of the State of California without regard to conflicts of law provisions. Any suit or proceeding arising out of or relating to this Agreement will be brought in the federal or state courts, as applicable, in Santa Clara County, California, and each party irrevocably submits to the jurisdiction and venue of such courts.