Fluent Data Collection Informed Consent

1. **Purpose.** We are pleased to invite you to participate in a user research study (“Study”) conducted by Fluent. The purpose of the Study is to assist Fluent and its client to design, research, develop, build, and improve its current and future products and services (“Purpose”). The study involves a product or feature that’s currently in development; and will help the Fluent and its client team better understand the needs of our users.
2. **Participation.** By participating in the Study you confirm: (a) you are over eighteen (18) years old; and (b) participating in the Study will not violate any agreement with a third party or create a conflict of interest. Your participation in this Study is completely voluntary. You may choose to withdraw at any time during the Study without any penalty. You may also decline to answer any particular question you do not wish to answer for any reason. The researchers also have the right to end the Study at any time.
3. **Incentives.** To thank you for your time and effort in participating in the Study, you will receive the incentive described in the screener form. The incentive provided for the Study is not compensation, and you will not receive any compensation for your participation in this Study.
4. **Audio/Video/Photography.** This study involves collecting audio, video, or photographs.
   1. **Risks.** We are not aware of any physical or emotional risks associated with participation in the Study. However, you may feel uncomfortable or embarrassed while being photographed or filmed.
   2. **Consent.** With your consent, we may capture your face, voice, physical features, mannerisms, likeness, and interactions through photography, screen recording, and audio/video recording during the Study session, for the Purpose. We may ask you to remotely share your device screen with the researchers to observe your interaction with the product or app.

I give my consent:

1. **Study Data Use and Retention.** We may retain, use, or share Study data that does not personally identify you for any purpose and without limitation. We may retain your personal information in the Study data as long as it is necessary for the Purpose. Any personal information in the Study data that could identify you such as your name, email, video or demographic data may be shared internally for the Purpose.
2. **Personally Identifiable Information.** With your consent, we may collect and process personally identifiable information in accordance with this agreement. For example, we may ask for your name, email address, phone number and other information that may identify you.
3. **Sensitive Personally Identifiable Information.** With your consent, we may collect and process sensitive personally identifiable information such as information pertaining to race, religion, sexual orientation, or health in accordance with this agreement.
4. **Data Transfer.** You consent to Fluent processing Study data outside the country or region where the data is originally collected or where you are located, including in countries where you may have fewer rights in respect of your information than you do in your country of residence. Study data may be processed by Fluent and its client in the United States or Fluent and its client affiliates and service providers acting on Fluent and its client’s behalf outside of your country of residence.
5. **Data Storage and Protection.** We respect your privacy and use a variety of measures to protect your personal identifying information from unauthorized access and disclosure in accordance with Fluent’s Privacy Policy.
6. **Sharing with Third Parties.** Fluent may want to share the Study data that personally identifies you with certain third parties such as Fluent and its client affiliates and contractors who agree to meet our standards for protecting Study data and who have a need to access the Study data in furtherance of the Purpose.
7. **Fluent and its client Confidential Information.** This agreement and any information provided to you by Fluent during the Study are confidential (the “Confidential Information”). You agree to (i) use Confidential Information only for participation in the Study, (ii) take reasonable degree of care to prevent any unauthorized use or disclosure of Confidential Information, and (iii) not photograph, record, or share any Confidential Information with anyone. Your duty to protect Fluent and its client’s Confidential Information expires five years from disclosure.
8. **Questions/Requests for Deletion.** If you have questions or wish to have your personal data contained in the Study data deleted, please email us at [allison.caplovitz@fluentresearch.com.](mailto:allison.caplovitz@fluentresearch.com) The subject of your email should be “User Experience Study Data Request” and your email should include enough information (location, date, time, etc) so that Fluent can identify the Study data collected from you (if applicable). Study data that contains or is linked to your personal information will be deleted as soon as reasonably practicable, unless otherwise prohibited by applicable legislation or legal process. Fluent and its client may, in its sole discretion, retain Study data that does not personally identify you for a longer duration or for any future study.
9. **Feedback**. In the course of your participation in the Study, you may provide comments, feedback, ideas, reports, suggestions, data, or other information to Fluent and its client relating to Fluent and its client products and services (collectivity “Feedback”). For clarity, Feedback is separate from and not part of the Study data. Fluent and its client may use any Feedback without restriction to develop and improve Fluent and its client’s current or future products and services. You agree that you will not disclose to Fluent and its client any

third-party information that you are otherwise obligated to maintain as confidential. Fluent and its client has no obligation to use your Feedback.

1. **General Provisions.** Unless applicable law requires otherwise: (a) this agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles; and

(b) the exclusive venue for any dispute relating to this agreement will be Santa Clara County, California. Any amendments must be in writing. Failure to enforce any of the provisions of this agreement will not constitute a waiver. This agreement does not create any agency or partnership relationship. If any term (or part of a term) of this agreement is invalid, illegal or unenforceable, the rest of the agreement will remain in effect. This section will survive any termination of this agreement. You can contact your local data protection authority if you have concerns regarding your rights under local law*.*

Agreed and accepted by:

Full Name: Rashmeet Kaur

Signature:

Email Address: [saggurashmeet@gmail.com](mailto:saggurashmeet@gmail.com)

Date: