

Plumbing & Mechanical Research Collaborative Member Terms & Conditions

Newport Partners, LLC is a consulting firm specializing in market research for the building industry working for undisclosed third parties. This research collaborative is operated by Newport Partners, LLC.

As a member of the collaborative, you will have the opportunity to participate in market research activities including social media polls, online surveys, interviews, focus groups, and more. We hope to make this a community of experts where you can learn from your peers, ask for advice, and help improve the industry by providing your opinions and experiences.

By completing this research, you will earn points that will be automatically turned into rewards (e.g., gift cards). The points available for each completion will be noted with each research opportunity announcement and bonus points may be available for quick completions.

Definition of terms

Collaborative: The Plumbing & Mechanical Research Collaborative (PMRC) is a group of plumbers, engineers, HVAC contractors, architects and others in the buildings industry with plumbing and mechanical installation, design and product experience.

Member: A prequalified individual member of the collaborative.

Points: Points are earned for participation in research. You must complete the research (including contact information) to receive the points. Points are added up and become rewards.

Bonus Points: At times there will be opportunities to receive bonus points for finishing a survey by a certain date. These are added to your points so that you can earn rewards faster.

Rewards: Rewards are gift cards that you will automatically receive for every 100 points you earn.

Facebook Group: The private Facebook Group is where the collaboration happens. The posts in this group can only be seen by members. Research opportunities to earn points will be announced here, and we encourage you

to share, learn and ask your peers questions. One nice thing about this group is that you are most likely not competitors so you can help one another.

Leaderboards: To encourage you to participate in research, we will let you know who our group points leaders are. We may even provide some fun competitions down the road where you can earn additional points for putting together short videos or sending photos on specific topics.

Research: Research will include surveys, polls, interviews, webinar focus groups and other fun ways of gathering information to share with our clients and improve the industry. Most activities will be online and can be completed at your convenience.

Agreement

We rely on accurate data to serve our clients, which means that we need true opinions and related experiences from our members. As a member, you agree to provide truthful and well considered answers to our research activities.

Newport Partners, LLC reserves the right to withhold awarding points to a member if, in our reasonable view, a member's responses are untruthful or not well considered. We also reserve the right to remove members from the Collaborative at any time with notice. In addition, any member can leave the Collaborative at any time without recourse.

we will not tolerate any bullies in the Facebook Group. We reserve the right to remove posts and/or Collaborative membership of anyone we determine is disruptive.

Privacy Policy

Information Collected

- We will ask you to provide us with information about yourself to build a research profile for segmentation. This means that we will email your information on any research opportunities that are specific to your experience that may not fit the entire collaborative.
- We will keep track of your research completions and interaction in the Collaborative Group so you are rewarded appropriately.

Uses of Information

- We **will not** send any unsolicited emails to you or sell your contact details to third parties.
- We will use the information we collect to provide you with relevant research opportunities to earn points and rewards.
- We will use the data we collect for market research purposes including writing up reports for third-party clients.

Third-Party Involvement

- We may share information about you with trusted third parties in order to enrich your profile, so as to provide you with more relevant research opportunities.
- We may need to involve third parties for the fulfillment of rewards.
- All information is shared anonymously without identification, unless we specifically ask and you consent.

Your Privacy Choices

- All members must opt in by completing the initial survey
- You can opt-out from the Collaborative and the Rewards by sending us an email (ctb@newportpartnersllc.com). We would appreciate it if you would tell us why you are leaving so we can improve the Collaborative for the benefit of others.

Intellectual Property

When you become a member of the Collaborative, you agree that information including but not limited to responses, text, sound, photographs, graphics images or videos, shared through research surveys, polls, interviews, focus groups and other competitions becomes the Intellectual Property of Newport Partners, LLC and we can share these results with our undisclosed third party clients.

Confidentiality

As a member of the Collaborative, you will be exposed to some new products and innovative ideas from our clients and we ask that you do not share any of the information relating to the products or the research activity in which you participated, via any medium.

If Newport Partners, LLC has reason to believe you have shared material containing our client's intellectual property outside the context of the research activity, your membership may be terminated.

Limitation of Liability

Neither Newport Partners, LLC nor our third-party clients shall be held liable for any damages or losses, whether direct, indirect, incidental, special, consequential or exemplary damages resulting from:

- The use or inability to use the Collaborative;
- The cost of procurement of substitute goods or services;
- Any transaction entered into or through the Collaborative;
- The reliance on or use of any information, goods, services or merchandise provided on the Collaborative;
- Unauthorized access to or alteration of member's transmissions or data;
- Statements or conduct of any third party; Any claim attributable to errors, omissions or other inaccuracies in the Collaborative and/or materials or information retrieved through the Collaborative; or
- Any other matter relating to the Collaborative or these terms.

Disclaimer and Warranties

If this limitation of liability provision shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the liability of Newport Partners, LLC shall be limited to the greatest extent permitted by applicable law.

To the extent permitted by applicable law members agree that participation in the Collaborative is solely at the risk of the member. The Collaborative and all services offered therein are provided on a strictly "as is" and "as available" basis, without representation or warranty of any kind. Neither Newport Partners nor its third-party partners make any warranty, express or implied:

- With regard to any products, services, or gifts obtained by members through the Collaborative.
- That the Collaborative will meet member's requirements.

- That the Collaborative will be uninterrupted, timely, free of errors or without defects.
- As to the results a member may obtain by using the Collaborative.
- As to the accuracy or reliability of any information obtained via the Collaborative.
- Newport Partners expressly disclaims any and all express, implied and statutory warranties regarding the collaborative, information, services or goods provided by or through the Collaborative.
- No advice or information, whether oral or written, obtained by a member from Newport Partners or via the Collaborative shall create any warranty not expressly made herein.

Member agrees to indemnify and hold harmless Newport Partners, third-party providers, and clients from and against any and all claims, losses, costs (including court costs), fees (including legal fees), damages and expenses that such parties may incur as a result of, due to, or arising out of the negligent or willful violation by member (or anyone acting under member's account or password) of these terms or the use or misuse of the Collaborative by member (or anyone acting under member's account or password), or the violation of any rights of another by member (or anyone acting under member's account or password).

Contact

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