

SURVEYMONKEY AFFILIATE/PARTNER PROGRAM TERMS OF SERVICE

Last Updated: 27th June 2025

1. INTRODUCTION

These Terms of Service ("Terms") govern your participation in the SurveyMonkey Affiliate/Partner Program ("Program"). By enrolling or participating in the Program, you agree to be bound by these Terms. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have authority to bind such entity to these Terms. The Program is operated by SurveyMonkey Inc., a Delaware corporation with its principal place of business at 910 Park Place, Suite 300, San Mateo, CA 94403, United States and SurveyMonkey Europe UC, an Irish corporation with its registered office at 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland ("SurveyMonkey," "we," or "us").

2. DEFINITIONS

- **"Affiliate" or "Partner"**: The business, individual, or entity participating in the Program.
- **"Affiliate Lead"** means a customer prospect who clicks on the Affiliate Link that we have made available to you via the Affiliate Tool.
- **"Affiliate Site"**: The website(s) or online properties owned or controlled by Affiliate where SurveyMonkey products and services are promoted.
- **"Affiliate Tool"** means the tool referred to herein that we make available to you upon your acceptance in the Program and for you to use in order to participate in the Affiliate Program.
- **"Links"**: HTML code, banners, or other materials provided by SurveyMonkey for use by Affiliate to direct potential customers to SurveyMonkey's website.
- **"Personal Data"**: Any information relating to an identified or identifiable natural person, as defined under applicable data protection laws.
- **"Qualified Purchase"**: A sale of SurveyMonkey products and services to a referred customer that meets the Program's requirements or where a "Cost per qualified lead" structure applies.
- **"SurveyMonkey"**: SurveyMonkey Inc or SurveyMonkey Europe UC, as applicable and as set out in clause 13 herein.
- **"Tracking Mechanism"**: Unique identifiers or methods provided by SurveyMonkey or its platform partners to track referrals.

3. ENROLLMENT AND PROGRAM PARTICIPATION

3.1 Enrollment

To participate, you must register through the Partnerstack platform

(www.partnerstack.com) ("Affiliate Tool") and provide accurate and complete information. SurveyMonkey reserves the right to accept or reject any application at its sole discretion. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the Affiliate Program within thirty (30) days from your application, your application is considered to be rejected.

3.2 Program Materials

Upon acceptance, you will receive access to Links and other marketing materials. You must use only the Links and materials provided or approved by SurveyMonkey.

3.3 Program Relationship and Termination

Your participation is non-exclusive and may be terminated immediately by SurveyMonkey at any time, with or without cause. You may terminate your participation in the Program by giving us at least ten (10) days' written notice. Upon termination, (a) you must immediately cease all activities in connection with the Program, (b) you must immediately cease all use of the Affiliate Links and all materials provided by or on behalf of us to you in connection with the Program, and (c) you will cease accruing rights to Affiliate or Commission (as defined herein).

4. PROMOTION GUIDELINES

4.1 Use of Links and Materials

You must use Links as provided and may not alter, modify, or create derivative works of SurveyMonkey's materials without prior written consent. Affiliate must notify SurveyMonkey of any complaint received by Affiliate regarding any Links within twenty-four (24) hours of receiving such complaint.

4.2 Prohibited Activities

You may not:

- Use cookie stuffing or similar techniques.
- Use SurveyMonkey's trademarks, name, or branding except as expressly permitted.
- Post unauthorized discounts, coupons, or offers.
- Engage in fraudulent, abusive, or deceptive practices.
- Engage in unsolicited communications, junk email, spam or other forms of duplicative or unsolicited messages to leads.

4.3 Pay Per Click ('PPC') and Social Media Restrictions

4.3.1 You must not:

- bid on SurveyMonkey's brand terms or variations in paid search, social media, or similar channels. For the purposes of this Agreement, "brand terms" include but are not limited to "SurveyMonkey," "Survey Monkey," "surveymonkey.com," and any other trademark, trade name, or brand identifier owned or used by SurveyMonkey, including variations, misspellings, abbreviations, or combinations of such terms with other words or characters.
- use SurveyMonkey's trademarks in domain names, social media handles, or display URLs.

4.3.2 You must promote only on your own social media pages and must not post on SurveyMonkey's official channels.

5. COMPLIANCE AND ACCEPTABLE USE

5.1 Legal Compliance

You must comply with all applicable laws, including but not limited to advertising, privacy, anti-spam, anti-bribery, anti-corruption, and export control laws. You are limited to having one Affiliate account with us at any time.

5.2 Prohibited Activities

Prohibited activities include, but are not limited to, promotion on websites or publications that contain pornographic material, gambling, illegal activity, violence, hate speech, or any other similar activity.

5.3 FTC Endorsement Compliance

You must clearly disclose your affiliate relationship with SurveyMonkey in all communications, in accordance with the Federal Trade Commission (FTC) Endorsement Guides and any other applicable regulations. In the event that you fail to properly comply with your requirements under the FTC Endorsement Guides or any other applicable regulations, you shall indemnify and hold SurveyMonkey harmless for any losses incurred as a result.

6. Commissions

6.1 We will make payment to you as will be agreed once successfully enrolled on the Program for each new Customer who completes an applicable Qualified Purchase after clicking on the Link(s) provided by SurveyMonkey on your Affiliate Site of an Affiliate Link ("Commission") pursuant to these Terms and any subsequent agreement entered into between us and you. Payment will not be made with respect to any applicable taxes, refunds, chargebacks, reversals, costs of collection, and the like. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion. The fee for a Qualified Purchase will be attributed to the final link the customer clicked on, but only if the Qualified Purchase occurs within 90 days of that click. Purchases made beyond this 90-day window are not eligible for a fee.

6.2 Cost Per Qualified Lead Offer Structure. In instances where SurveyMonkey offers a "Cost per Qualified Lead" offer structure, it is expressly understood and agreed by partners participating in this offer structure that SurveyMonkey, at its sole discretion, shall determine what constitutes a "Qualified Referral" based on its internal mechanisms and criteria. The Partner acknowledges and agrees that SurveyMonkey retains the exclusive right to make this determination, and such determination shall be final and binding.

6.2 In order to receive payment under these Terms, you must have: (i) agreed to these Terms and any subsequent agreement regarding payment requirements; (ii) completed all steps necessary to create your account, (iii) have a valid and up-to-date payment method (iv) completed any and all required tax documentation in order to process any payments that may be owed to you.

6.3 We will have a fifteen (15) day hold period (to account for any refunds) from when SurveyMonkey has received payment for any subscription from a Customer after which the Commission to you will be payable. After this fifteen (15) day period, the Commission will be payable.

6.4 Notwithstanding anything to the contrary in this Agreement, you will not be entitled to, and there will be under no obligation to pay Commission(s) under the following circumstances:

- if such payment would constitute a violation of any Applicable Laws, or if we deem, in our sole discretion, that you violated any terms of this Agreement;
- if the Customer is a current customer of any SurveyMonkey products and/or services at the time of such Customer's clicking on your Affiliate Link; and/or
- if SurveyMonkey has already been engaged in communications with the Customer at the time of such Customer's clicking on your Affiliate Link.
- referrals referred by Affiliate/Partner are not eligible for referral commission where (i) the referred lead is the Affiliate/Partner itself or an entity that the Affiliate/Partner owns or is an employee in; or (ii) where the referred lead is an affiliate of the Affiliate Partner.

6.5 Notwithstanding anything to the contrary in this Agreement, payment of Commission(s) will be subject to the following limitations:

- Any payments made by a Customer to SurveyMonkey for products and/or services other than the Subscription (including, without limitation, upgrades, add-on services, support, implementation, and/or training services) are not eligible for, and will not be included in the calculation of, Commissions.
- The right to receive Commissions will cease effectively upon the earliest of: (A) the one-year anniversary of the applicable Qualified Purchase, (B) the termination of these Terms, and (C) the termination of your participation in the

Program (whether you withdraw from the Program, or we terminate your participation).

- Commissions will not be split or transferred under any circumstances.

6.6. You shall be solely responsible for reporting and paying all applicable taxes on commissions received. You may be required to provide appropriate tax documentation (e.g., W-9, W-8BEN) before processing payments.

6.7 We will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Qualified Purchase.

7. DATA PROTECTION AND SECURITY

7.1 Compliance with Data Protection Laws

You must comply with all applicable data protection and privacy laws, including the GDPR, CCPA, and similar regulations.

7.2 Security Measures

You must implement and maintain industry-standard technical and organizational security measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

7.3 Breach Notification

You must promptly notify SurveyMonkey of any actual or suspected data breach or security incident involving personal data obtained in connection with the Program.

8. ANTI-BRIBERY AND EXPORT CONTROLS

8.1 Anti-Bribery

You represent and warrant that you and your representatives will comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. You will not offer, promise, give, request, or accept any improper payment or advantage in connection with the Program.

8.2 Export Controls

You will comply with all applicable export control and sanctions laws and regulations.

9. SUBCONTRACTING AND THIRD PARTIES

You may not engage subcontractors, resellers, or other third parties to perform your obligations under this Program without SurveyMonkey's prior written consent. You remain fully responsible for any acts or omissions of any approved subcontractors.

10. NON-DISPARAGEMENT AND NON-SOLICITATION

During the term of your participation in the Program and for six (6) months thereafter, you will not:

- Solicit or attempt to solicit any SurveyMonkey customer to cease doing business with SurveyMonkey.
- Make any public statement or communication that disparages SurveyMonkey or its products or services.

11. AUDIT RIGHTS

SurveyMonkey may, upon reasonable notice and during normal business hours, audit your records and activities related to your participation in the Program to verify compliance with these Terms.

12. INDEMNIFICATION

You will indemnify, defend, and hold harmless SurveyMonkey, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your breach of these Terms, (b) your acts or omissions in connection with the Program, or (c) your violation of any applicable law or regulation.

13. CONTRACTING ENTITY

If you are based in the United States, SurveyMonkey Inc. will be the contracting entity for the purposes of these Terms and if you are based anywhere outside of the United States, SurveyMonkey Europe UC will be the contracting entity for the purposes of these Terms.

14. ASSIGNMENT

You may not assign or transfer any of your rights or obligations under these Terms, whether by operation of law or otherwise, without SurveyMonkey's prior written consent. Any attempted assignment in violation of this section is void. SurveyMonkey may assign these Terms without restriction.

15. CONFIDENTIALITY

Neither party will use or disclose the other party's confidential information without the other's prior written consent except as necessary to perform its obligations under these Terms or as required by law.

16. FEEDBACK

Any suggestions, comments, or feedback you provide to SurveyMonkey regarding the Program or SurveyMonkey's products or services may be used by SurveyMonkey without restriction and without any obligation to compensate you.

17. LIMITATION OF LIABILITY

To the extent permitted by applicable law, SurveyMonkey will not be liable for your lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if SurveyMonkey or its affiliates have been advised of, knew, or

should have known that such damages were possible, and even if direct damages do not satisfy a remedy. If you are not satisfied with the Program, your only remedy is to terminate your participation. The Program is provided "AS IS" without warranties of any kind, either express or implied. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to these Terms may be brought by either party more than one (1) year after the cause of action has accrued.

SURVEYMONKEY'S TOTAL LIABILITY SHALL NOT EXCEED THE COMMISSIONS PAID TO YOU IN THE PRIOR SIX MONTHS TO THE EVENT GIVING RISE TO THE LIABILITY.

18. CHANGES TO TERMS

SurveyMonkey reserves the right, at its sole discretion, to update, change, or replace any part of these Terms by posting updates and changes to the SurveyMonkey website and/or by notifying you via email. Your continued participation in the Program following the posting of any changes constitutes acceptance of those changes.

19. GOVERNING LAW, JURISDICTION, AND CLASS ACTION WAIVER

These Terms are governed by the laws of the State of California, without regard to its conflict of laws principles. Any disputes arising out of or relating to these Terms will be resolved exclusively in the state or federal courts located in San Mateo County, California. You and SurveyMonkey each waive the right to participate in any class action or representative proceeding. You expressly agree that SurveyMonkey shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Affiliate. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that SurveyMonkey may otherwise have under law.

20. ENTIRE AGREEMENT

These Terms, together with any policies or addenda incorporated by reference, constitute the entire agreement between you and SurveyMonkey regarding the enrollment and participation on the Program and supersede all prior or contemporaneous agreements, communications, and proposals.

21. NOTICES

Notice will be sent to the contact addresses set forth herein (as such may be changed by notice given to the other party) and will be deemed delivered as of the date of actual receipt. Your address will be as provided in your Affiliate account information provided by you. We may give electronic notices to you by email to your email address(es) on record in your account information provided by you.