



**Roper Center for Public Opinion Research Inc.
General Terms of Use**

Effective November 18, 2023

1. Applicability

The Roper Center for Public Opinion Research Inc.'s General Terms of Use (the "Terms") apply to all parties who use the Services of the Roper Center including but not limited to accessing the Center's Content by any means.

YOUR USE OF THE SERVICES IS SUBJECT TO THE TERMS. BY USING THE SERVICES YOU AGREE TO THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES.

2. Definitions.

The following words and phrases are defined as follows.

"Account" means an individually authenticated profile established with the Roper Center for an Authorized User to access Services under a Subscriber Agreement.

"Authorized User" means a natural person who uses the Services under a Subscriber Agreement.

"Board" means the Board of Directors of the Roper Center.

"Content" is defined in Section 6.b of the Terms.

"Derivative Work" is as defined under 17 U.S. Code §101 relating to any party's use of Content provided through the Services.

"Mission" is the charitable mission of the Roper Center to collect, preserve, and disseminate public opinion data; to serve as a resource to help improve the practice of survey research; and to broaden the understanding of public opinion through the use of survey data in the United States and around the world.

"Respondent" means a natural person responding to a survey or study that is contained in the Content.

"Roper Center" or the "Center" is the Roper Center for Public Opinion Research, Inc., a public charity, with a principal address of c/o Roper@Cornell, Cornell University, 136 Hoy Road, Rhodes Hall, Room 651, Ithaca, New York 14853-3801.

"Services" means use of the Center's Website; access to the Content via the Website or by any other means; and any and all support, consultation, and other services provided by the Center or its agents.

"Data Providers" means the third parties who have submitted their research materials to the Center as Content to be provided through the Services.

"Subscriber Agreement" is a contract between an entity or natural person and the Center authorizing specific Services to be accessed by the subscriber's Authorized Users.

“**Website**” is <https://ropercenter.cornell.edu>, <https://ropercenter.cornell.edu/ipoll/>, and their subdomains, and any other website or domain that the Center or its agents may from time to time create, including but not limited to their codes and architecture.

3. Other Applicable Policies

In addition to the Terms, the following Policies apply to Authorized Users:

- a. [Transparency and Acquisition Policy](#)
- b. [Privacy Policy](#)
- c. [Data Breach Policy and Incident Response](#)
- d. [Website Accessibility Policy](#)

The Center may update, amend, modify, or restate its Policies from time to time in its sole discretion.

4. Permissible Use by Authorized Users

- a. **Mission Purposes. Use of the Services, including without limitation the Website, is permitted on the condition that such use is substantially related to the Center’s Mission.**
- b. Roper Center Granted Permissions. Permission to use Services is granted and controlled by the Subscriber Agreement. The Board may modify permissible uses or terminate Services at any time for reasonable purposes, including but not limited to protecting its systems, assets, intellectual property interests, Content, or tax-exempt status.
- c. Authorized Users.
 - i. Subscriber Agreements. Parties that enter into Subscriber Agreements are responsible for establishing appropriate controls for authenticated access by Authorized Users. Subscribers will make their Authorized Users aware of the Terms.
 - ii. Authorized Uses. Authorized Users are permitted to use the Services, in the following manners, insofar as they are substantially related to the Center’s Mission:
 - (i) In pedagogy;
 - (ii) In studies and research;
 - (iii) To improve survey methods and science;
 - (iv) In producing Derivative Works
 - iii. Permitted Uses and Limitations. Authorized Users may cite Content in publications and presentations within the confines of Fair Use as defined by [Section 107 of the Copyright Act](#). Authorized Users may produce Derivative Works from the Content.



Permissible Derivative Works must substantially transform, modify, or adapt the Content sufficiently to be original. Authorized Users may not use Content in publications, presentations, or for any commercial purposes whatsoever with the exception of Fair Use and the production of Derivative Works as defined herein.

- d. Collaborators. Authorized Users may share Content with collaborators in a limited fashion for purposes authorized by these Terms, provided that the Authorized User takes the following steps:
 - i. The Authorized User will obtain the collaborator’s agreement with the Terms and will be responsible for ensuring the collaborator’s compliance with the Terms;
 - ii. The Authorized User will terminate access to Content by any collaborator upon completion or abandonment of the authorized use; and
 - iii. The Authorized User will ensure that upon completion or abandonment of the authorized use, all Content in the collaborator’s possession will be deleted or otherwise destroyed.
- e. No Endorsement. The Center does not endorse any use of the Services, including but not limited to any use of the Services that has the appearance or effect of supporting or opposing a candidate for political office or an attempt to influence legislation or governmental regulation.

5. General Restrictions on Use

Except for uses expressly permitted under Sections 4.c. and 4.d., Authorized Users are prohibited from any of the following actions:

- a. Using the Content in any manner inconsistent with Sections 4.c and 4.d.;
- b. Assigning, subcontracting, sublicensing, or granting any Authorized User rights or obligations related to Services to any third party, except as permitted in Section 4.d.;
- c. Redistributing or monetizing the Content in any manner other than the creation of Derivative Works as allowed in Sections 4.c. and 4.d.;
- d. Using the Content in any manner that by intention or effect may result in the identification of Respondents;
- e. Making express or implied representations that use of the Content or creation of Derivative Works is endorsed, promoted, or supported by the Center;
- f. Using the Services in any manner to target, discriminate, harass, bully, threaten, defame, or slander, or take other actions, determined solely by the Roper Center, to harm any person, company, or organization for any reason;
- g. Failing to comply with the requirements to protect Trademarks and Copyrighted Content or use proper citations as provided in Section 6; and

h. Violating the requirements of Access and Security for the Website and Services as provided in Section 7.

6. Intellectual Property Proprietary Rights, Citations, and Process of Notice of Infringement of Copyright

a. Trade and Service Marks

The trademarks, service marks, and logos of the Roper Center (“**Roper Center Trademarks**”) used and displayed on various parts of the Website and the Content are registered and unregistered trademarks or service marks of the Center. Other company, product, and service names, images, and logos located on the Website and Content may be trademarks or service marks owned by others as part of Third-Party Content (collectively with Roper Center Trademarks, the “**Trademarks**”). Nothing in the Terms or any other agreement grants, by implication, estoppel, or otherwise, any license or right to use the Trademarks, except limited and in accordance with the Terms or by any written permission granted by the Roper Center. All goodwill generated from the use of Roper Center Trademarks inures to the benefit of Roper Center.

b. Copyright and Other Intellectual Property Proprietary Rights

Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, publication, or Derivative Work of any Content is strictly prohibited except as expressly provided in a Subscriber Agreement or under Sections 4.c. and 4.d. of the Terms. All rights not expressly granted herein are reserved to the Roper Center.

c. Citations

Authorized Users are required to acknowledge the Roper Center and Data Providers in permissible use that allows citations.

d. Claims of Copyright Infringement under the Digital Millennium Copyright Act

Pursuant to Title 17 of the United States Code, Section 512, the Roper Center has implemented a notice-and-takedown policy under which it will remove content on the Website that violates copyright rights of others upon notification to the Center by rightsholders regarding infringing material. Notification of infringement must contain substantially the following information:

- (i) the signature of the copyright owner or an authorized agent;
- (ii) identification of the copyrighted work or works claimed to have been infringed;
- (iii) information reasonably sufficient to permit the Center or its service providers to locate the material;
- (iv) contact information for the copyright owner or authorized agent;



- (v) a statement that the person sending the notice has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) a statement that the information in the notice is accurate, and under penalty of perjury, that the person sending the notice is authorized to act on behalf of the copyright owner.

CONTACT:

Roper Center for Public Opinion and Research
Attn: DMCA Agent
Email: support@ropercenter.org
Physical Address:
c/o Cornell University
136 Hoy Road, Rhodes Hall, Room 651
Ithaca, NY 14853-3801

Submitting a Digital Millennium Copyright Act Counter-Notification

The Roper Center will notify the submitting party of any Content that it has removed or disabled in response to notification of infringement.

7. Access and Security of Website and Services

Authorized Users must act in a commercially reasonable manner when accessing the Services to prevent security breaches or harm to the Website or the Content. Services are to be accessed only by the means permitted by the Roper Center. Any access to Services is subject to the Terms and any instructions for use and security from the Roper Center.

Authorized Users must immediately notify the Roper Center in writing at ITSecurity@Cornell.edu with a copy to Accounts@RoperCenter.org of any known or suspected breach of the security of or unauthorized access to the Website or Services, including but not limited to the extraction of any Content.

The Roper Center may establish, in its sole discretion and without prior notice to you, a maximum amount of Content that may be downloaded from or transmitted through the Website.

Authorized Users are prohibited from using the Website, Services, or Content for any purpose that is unlawful or prohibited by the Terms. The Roper Center reserves the right, in its sole discretion, to terminate any party's access to the Website, Services, or Content for security reasons.

8. Respondent Confidentiality

Authorized Users are required to notify the Roper Center immediately in writing of exposure to any personally identifiable information of a Respondent that may have been disclosed by any means, including accident or misconduct. The Authorized User shall delete any and all such personally identifiable information in its possession.

9. Remedies

In cases of any use of the Services, Website, or Content not authorized by these Terms, the Roper Center reserves the right to cure the violation, recover fees or direct damages, modify Services, or terminate Services at its sole discretion. The Roper Center reserves all rights, including without limitation the right to investigate, report to law enforcement, cooperate with law enforcement or Data Providers in investigations, and use all means available under law and equity against any party engaged in illegal activities involving the Services, unauthorized use of Services, or any alleged or actual violations of these Terms, a Subscription Agreement, or any other contract executed with the Roper Center.

In the case of a breach of intellectual property, the violating party is liable for all direct damages to the intellectual property owner or for providing any remedy in law or equity, including but not limited to injunctive relief.

10. Disclaimer and Limits on Liability

The use of the Website, Services, or Content is at the Authorizer User's own risk.

THE CONTENT IN THIS WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ROPER CENTER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ROPER CENTER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS. ROPER CENTER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTY REGARDING THE USE OF THE WEBSITE, THE CONTENT, OR THE SERVICES, INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, ACCURACY, OR RELIABILITY. YOU HEREBY AGREE TO ASSUME, AND RELEASE AND HOLD ROPER CENTER HARMLESS FROM, THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF ANY LOSS, LIABILITY, OR DAMAGE CAUSED BY OR ARISING IN CONNECTION WITH YOUR USE OF THE SITE, THE CONTENTS, OR THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE ROPER CENTER, CORNELL UNIVERSITY, OR THEIR EMPLOYEES, OR AGENTS, OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY, GUARANTEE, TERM OR CONDITION NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (I) ANY CONTENT PROVIDED ON OR THROUGH THE SERVICES IS ACCURATE, COMPLETE, LEGALLY



COMPLIANT, UP-TO-DATE, RELIABLE OR CORRECT; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL BE UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS IN THE SITE, THE CONTENT, OR THE SERVICES WILL BE CORRECTED; OR (V) THAT THE SERVICES ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS.

THE ROPER CENTER SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR OMISSION BY THE ROPER CENTER, ITS AGENTS, AFFILIATES, JOINT VENTURE PARTNERS, INDEPENDENT CONTRACTORS, OR UNAFFILIATED THIRD PARTIES AS A RESULT OF ANY ACT OR OMISSION IN FULFILLMENT OF OR IN BREACH OF THESE TERMS.