

## Online Survey Privacy: FAQ

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### **I want to conduct an online survey. What do I need to know?**

As digital resources and information have become more important in the lives of people everywhere, they have become increasingly important tools in the researcher's repertoire. The internet is host to a number of tools which allow researchers to collect sample data from a broad range of participants over vast distances, opening brand new opportunities for researchers who don't have large budgets and staff rolls to conduct wide-ranging field research. New opportunities carry with them new risks, however, and the unique nature of electronic media is such that researchers must take necessary precautions to ensure that their handling of data collected and stored online meets all regulations regarding the proper storage of data.

Most online survey services are offered by private companies which do not inherently operate by the same rules and standards which govern ethical research. When using these services, it is the responsibility of the researcher to be informed as to the service's terms of use and privacy policy where the survey provider's regulations and policies will be posted for public consumption. Every website's individual policy is different, although most share a few common elements. What follows is a brief overview of common elements present in the terms and conditions of survey providers along with provisions that the researcher should look for when reading the terms and conditions and privacy policy of a website he or she intends to use.

These assessments are drawn from a side-by-side comparison of three popular survey websites – SurveyMonkey, Qualtrics, and StudentVoice (a subsidiary of CampusLabs) – and represent the findings between them. A table of these findings on a point-by-point basis can be accessed at the bottom of this page. As always, the researcher should read a website's Terms of Service in full before using it.

### **What do most terms of use have in common?**

These are terms that are common to all three survey websites regarding terms of use and their privacy policies. The elements common to all of the service terms primarily deal with the protection of the survey provider and limited protection of survey respondents from spam, viruses, and other malicious practices conducted over the internet.

- Survey websites place the responsibility for all content posted and the maintenance of the integrity of the data on the user. Require that all registration information be accurate.
- Survey websites prohibit the sending of spam, the sending of unsolicited e-mails, the sending of viruses, or other similar practices being carried out through their website.
- Survey websites have provisions reiterating that they do not verify the accuracy or validity of data gathered through the websites and can not be held liable for bad data.
- Survey websites have provisions protecting themselves from being held liable for unreliable site services or data not being sent due to network problems.
- Survey websites have indemnity provisions protecting them from responsibility from damages caused by failing to follow the terms of use.
- Survey websites will disclose information for the purpose of cooperating with law enforcement.
- Survey websites retain the right to advertise and waive responsibility for the content and quality of the sites to which they link.
- Survey websites require users attain their written consent to assign the use agreement.

### **What terms should I watch for?**

These are terms and other aspects of a website's use policy which differ from website to website. It is important for researchers to know where the service they are using stands on these issues. If they're not explicitly listed on the terms of service, researchers should strongly consider contacting the provider with any questions before using an online survey service.

#### *Source Documents*

[SurveyMonkey Terms of Use](#)  
[SurveyMonkey Privacy Policy](#)  
[Qualtrics Acceptable Use Statement](#)  
[Qualtrics Privacy Statement](#)  
[CampusLabs Legal](#)

#### Who owns the data I collect?

Establishing who has ownership rights over the surveys the researcher uploads or the data he or she collects is extremely important, as ownership confers substantial rights over who can decide what may be done with it. Researchers should ideally seek out websites which allow them ownership and rights over their own data to ensure the maximum protection of its privacy and security. Of the sites analyzed, SurveyMonkey is the only one with provisions which grant the survey creator ownership over the data. Qualtrics and CampusLabs have no explicit policies regarding the ownership of data.

*Your survey data is owned by you. Not only that, but SurveyMonkey treats your surveys as if they were private. We don't sell them to anyone and we don't use the survey responses you collect for our own purposes, except in a limited set of circumstances (e.g. if we are compelled by a subpoena, or if you've made your survey responses public). – SurveyMonkey Privacy Policy.*

### Am I obligated to be notified of changes to the ToS?

Changes of the terms of service can have a potentially large impact on the way you use a survey website and whether or not it remains agreeable. All of the websites sampled retain the right to change their terms of service at any time, but the obligation to notify users differs between them. Of those websites sampled, SurveyMonkey was the only one obligated by its terms of service to notify users of service changes. Both Qualtrics and CampusLabs retained their ability to change the terms of service with or without notice to the users.

*If SurveyMonkey changes the terms of this Agreement, SurveyMonkey will post an updated set of terms and conditions of use on this Site with a change notice and SurveyMonkey may send registered users an email notice of the changes. – SurveyMonkey Terms of Use*

*The Company reserves the right to amend or change its user policies and guidelines at any time without notice – Qualtrics Acceptable Use Statement*

*We may change the Terms of Use from time to time, at any time without notice to you, by posting such changes on the Site. – CampusLabs Legal*

### Do websites sell or share data with third parties?

It is extremely important to know how survey websites will treat the data you collect and whether or not it will be shared with or sold to third parties. Ideally, the researcher should seek out websites which necessitate their consent for any transfer of survey data to another party. SurveyMonkey confirms that the website will not sell or share your data for any purposes. Qualtrics will not sell data, but reserves the right to use data uploaded by non-subscribers for promotional purposes. CampusLabs has no stated policy on data sale or sharing.

*We don't sell your responses to third parties. SurveyMonkey doesn't sell or share your survey responses with third party advertisers or marketers (although the survey creator might, so check with them). SurveyMonkey merely acts as a custodian on behalf of the survey creator who controls your data. – SurveyMonkey Privacy Policy*

*In situations where our services are provided without a fee, we reserve the right to use your survey, data, and results for research, education, marketing and advertising, and other purposes. – Qualtrics Acceptable Use Statement*

*We do not sell or make available specific information about our clients, their clients, or either of their data, except in cooperation with law enforcement bodies in regards to content violations or violations of applicable laws. – Qualtrics Privacy Statement*

### Under what terms can my account and data be deleted from the site?

Most of the survey sites have provisions which allow them to purge the database at any time without notice, placing the onus of backing up data on the researcher. Some have additional provisions governing not just the wiping of data, but the provisions under which an account can

be removed from the site. SurveyMonkey designates only non-payment and terms of service or privacy policy as grounds to terminate an account and retains deleted data for 12 months after deletion. Qualtrics reserves the right to remove accounts which have had no activity in the last 60 days. CampusLabs reserves the right to terminate any account at any time.

*We generally retain your data for as long as you have an account with us, or to comply with our legal obligations, resolve disputes, or enforce our agreements. Data that is deleted from our servers may remain as residual copies on offsite backup media for up to approximately 12 months afterward.* – SurveyMonkey Privacy Policy

*User accounts may be deleted after 60 days if there is no activity on the account, in order to free up unutilized resources.* – Qualtrics Acceptable Use Statement

*The Company may restrict, suspend or terminate your access to the Site and/or its services with or without cause.* – CampusLabs Legal

### Do I need to look for any certifications?

There exist a number of voluntary certifications which survey websites can attain either from the dispensaries of the certifications or through a self-certification process. This is particularly important with regards to international research, as Safe Harbor self-certification is necessary in order for researchers to be able to collect and store data from the European Union and Switzerland. Of those websites surveyed, SurveyMonkey and Qualtrics are Safe Harbor self-certified while CampusLabs has no apparent certification.

Another certification that was encountered in the review of these websites' policies was TRUSTe certification. TRUSTe certification deals with standards for privacy and the disclosure of those standards to ensure the protection of private information. At this time only SurveyMonkey has been TRUSTe certified.

[SurveyMonkey Privacy Policy](#) (TRUSTe and Safe Harbor at the top)

[Qualtrics Privacy Statement](#) (Safe Harbor at the bottom)

<http://www.truste.com/> (TRUSTe website)

<http://export.gov/safeharbor/> (Safe Harbor Resources)

### What laws apply to these websites?

Each survey website analyzed resides in the United States and is subject to U.S federal law, but they all operate in different states and are responsible for obeying different state laws. SurveyMonkey acts in accordance with California law, Qualtrics with Utah law, and CampusLabs with New York law. In all cases, researchers should know what provisions of these state laws deal with privacy and how they do before deciding which website to utilize.

*This Agreement shall be governed by the laws of the State of California, without reference to its conflicts of law rules, and the parties hereby submit to the exclusive jurisdiction and venue of the courts of that State. – SurveyMonkey Terms of Use*

*This Agreement shall be governed by the laws of the state of Utah (excluding conflicts of laws provisions). – Qualtrics Acceptable Use Statement*

*The Terms of Use and the relationship between you and us shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. – CampusLabs Legal*

Terms of Use/Privacy	<b>SurveyMonkey</b>	<b>Qualtrics</b>	<b>CampusLabs</b>
<b>Data Ownership</b>	Survey creator owns the data collected.	No state policy.	No stated policy.
<b>Notification of Changes to ToS and Privacy Policies</b>	Terms of service dictate that users are notified of changes to the terms of service.	Website may change terms of service at any time without notice.	Website may change terms of service at any time without notice.
<b>Data sharing and sales policy</b>	Website does not share or sell survey data without the explicit consent of the data's owner.	Website reserves the right to use data collected by non-subscribers for marketing purposes.	No stated policy.
<b>Account termination</b>	Website only terminates accounts for nonpayment. Stores data for 12 months after deletion.	Website may terminate accounts after 60 days of inactivity.	Website may terminate access at any time with or without cause.
<b>Certifications</b>	TRUSTe and Safe Harbor certified.	Safe Harbor certified.	No certifications.
<b>State law</b>	California	Utah	New York

