# Improving consumer comprehension of online contractual terms and privacy policies

**Technical Report** 

The Behavioural Insights Team for the Department for Business, Energy and Industrial Strategy

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# **1. Introduction**

When consumers do not know businesses' contractual terms and privacy policies, both consumers and businesses may suffer negative consequences. For consumers, low levels of readership and comprehension can leave them vulnerable to detriment such as unexpected costs and unintentionally sharing their data. For businesses, resolving disputes with consumers over contractual terms can be time consuming and costly. Despite this, a low proportion of online users read terms and conditions or privacy policies (Bakows, Marotta-Wurgler, & Trossen, 2009; Gordon, 2004; Milne & Culnan, 2004) – estimates range from less than one per cent of people opening terms and privacy policies to roughly 20 per cent opening rates. When consumers do read the terms or privacy policies, they often find them difficult to understand (Luger, Moran, & Rodden, 2013; Proctor, Ali, & Vu, 2008).

Previous research suggests that the way that contractual terms and privacy policies are presented can improve consumer comprehension (Elshout, Elsen, Leenheer, Loos, & Luzak, 2016). To advance this research, the Behavioural Insights Team (BIT) was commissioned by the Department for Business, Energy and Industrial Strategy (BEIS) to design and test evidence-based interventions using six online experiments. The results of these online experiments and an accompanying literature review will form the basis of a best practice guide for businesses on how best to present online contractual terms and privacy policies to consumers online.

This technical report details the full results of the six online experiments conducted by BIT between May and July 2018.

Experiment	Context	Торіс	Primary outcome measure
One	Retail website	Contractual terms	Comprehension
Two	Retail website	Privacy policy	Opening privacy policy
Three	Price comparison website	Privacy policy	Comprehension
Four	Social media platform	Privacy policy	Comprehension
Five	Telecommunications website	Contractual terms	Comprehension
Six	Peer to peer room sharing platform	Contractual terms	Comprehension

## Figure 1: Summary of six experiments

# 2. Methodology

All six experiments were conducted as online randomised controlled trials using the Predictiv platform.<sup>1</sup> Participants were only identifiable using a randomly generated ID number. No personally identifiable information was collected from them during the trial. Participants were not explicitly informed about the purpose of the experiments, nor were they made aware that there were different the web pages being tested. Participation was entirely voluntary, and participants could (and sometimes did) exit from the experiments at any stage.

We constructed the sample for each experiment to be representative of the general population of the United Kingdom (UK) in order to maximise the external validity of our experimental findings. This included constructing the samples to reflect the gender, age and regional location profile of people living in the UK, as well as an equal split according to median income. More detail on how the sample was constructed can be found in Appendix G.

Participants who participated in experiment one also participated in experiment two (either they saw experiment one first or they saw experiment two first; the order was randomised). Participants who participated in experiment three also participated in experiment four. Participants who participated in experiment five also participated in experiment six. The impact of presentation order was evaluated and accounted for in our analysis of the main results. A detailed discussion of order effects can be found in Appendix H. The separate experiments were run sequentially.

Participants were financially compensated for the time spent on the experiments and they also received a small variable reward for each correct answer they gave to the comprehension questions. In each experiment participants were told that they were about to see material that they would then be asked questions about, and that they would be paid an additional amount for each correct answer. The average payment was around £1.20, with an additional £1.60 that could be earned in variable incentives in case the participant answered every comprehension question correctly (roughly £0.10 per question). Participants were randomly assigned to see either the control webpages or one of the three intervention webpages.

<sup>&</sup>lt;sup>1</sup> Predictiv (www.predictiv.co.uk) is an online platform for running behavioural experiments built by the Behavioural Insights Team. It enables governments and other organisations to run randomised controlled trials (RCTs) with an online population of participants, and to experiment whether new policies and interventions work before they are deployed in the real world. For more detail, see Appendix G.

After seeing the experiment's materials, participants:

- Answered eight comprehension questions about the material they had seen a fictitious company's privacy policy or terms and conditions;
- Answered how likely they would be to use or purchase the company's product(s) on a scale from one (not likely at all) to seven (extremely likely);
- 3) Reported how much they trusted the company on a scale from one (not at all) to seven (completely); and
- 4) Reported their highest education level.

In experiments three, four, five, and six, participants also reported how confident they felt in their understanding of the policy or contractual terms, before they answered the eight comprehension questions. We added this new question after reviewing the results of experiments one and two. We hypothesised that certain interventions might give participants a false sense of understanding. We wanted to be able to capture any inconsistency between people's confidence in their comprehension and their actual comprehension.

For more detail on the specific methodology, please see appendix G. Full regression outputs and trial protocols are available upon request.

## 2.1 Analysis strategy

For each experiment we developed an analysis strategy prior to the launch of the experiment, with a single outcome measure of interest identified and defined as primary analysis. Analysis of pre-specified additional outcome measures was defined as secondary analysis. In each experiment, we developed the control based on existing market practices (how current businesses display contractual terms or privacy policies online) to maximise the external validity of our experimental findings. However, our control contractual terms and privacy policies were often shorter than market practice average, in order to minimise attrition (presenting participants with extremely long contractual terms or privacy policies may lead them to drop out of the experiment).

In five of the six experiments, our primary outcome measure was participants' comprehension score, measured as the number of correct answers to eight multiple choice questions. In experiment two, our primary outcome was the proportion of participants who opened the full privacy policy. We designed our experiments in order to be able to detect differential effect sizes on the primary outcome measure between interventions.

Our secondary measures included: interest in the company's product, trust in the company, and participant comprehension on particular subsets of the eight comprehension questions.

There were more comparisons in secondary analysis, which increases the chance of statistically significant results being spurious. For this reason, results on secondary outcome measures should be interpreted with care.

Our primary and secondary measures were analysed using ordinary least squares (OLS) regressions with demographic controls. Note that we normally use OLS rather than logistic regression even with binary outcomes because it produces results which are more readily interpretable, since the treatment effect is the same regardless of the baseline. As a robustness check, we compare the results in the two formulations. If they are materially different, we use a logistic regression instead.

The demographic controls include the participant's gender (female; male), age (18-24; 25-54, 55+), whether they are below or above median income of £30,000, and highest education level obtained (no education; GCSE; A-level; vocational diploma; degree of professional qualification). Finally, we also include a dummy for presentation order in the regression. More detail on our analytical approach is included in Appendix H.

## 2.2 Sample size

Across all six experiments, we recruited 7,953 participants. We recruited roughly 3,600 participants for the first two experiments, half of whom saw experiment one first and half of whom saw experiment two first (a repeated measure design). This sample size was larger than our power calculations indicated would be necessary to detect a materially significant increase or decrease in comprehension between the control and the interventions (with 1,800 participants we could detect a difference of 0.1 to 0.3 correctly answered questions, depending on comprehension variance amongst participants). The reason we recruited a larger sample size was because we wanted to be able to identify any interactions between the comprehension levels for each of the interventions and the order participants saw the two experiments. If we saw differences in the primary outcome measures between participants seeing an experiment first or seeing an experiment second, we would have enough participants that had seen the experiment first to only use those results and to exclude the results from those who saw the experiment second.

In this report, for experiments one and two, we have presented the regressions and graphs for first-exposure-only participants because interactions between order and intervention were significant. It can be argued that the first-exposure-only results have the least number of confounds and are therefore the appropriate benchmark. This results in a sample size of 1,812 participants for experiment one and 1,832 participants for experiment two.

As the order effects did not change headline conclusions in experiments one and two, we used the same set-up in experiments three, four, five and six, where each participant goes

through two experiments in one session. We knew that there may be ordering effects in these experiments with this design, so we randomised the order that participants saw the experiments and included a dummy variable for order as a covariate in the regression analysis. We also checked for interactions between order and intervention. These interactions were not significant in any of these last four experiments (experiments three, four, five, and six). See Appendix H for a more in-depth discussion of ordering effects.

With this in mind, we used a sample size of 1,867 participants for experiments three and four, with roughly half seeing experiment three first and the other half seeing experiment four first. In this report, because interactions between intervention and order were not significant in experiments three and four, we have presented the regressions and graphs for all 1,867 participants in these experiments, with a dummy variable for order as a covariate in the regression analysis.

We updated our power calculations before experiments five and six. Variance in participants' comprehension had been slightly higher than expected, which reduced the power to detect comprehension differences between interventions. For this reason, we increased the sample size for experiments five and six, recruiting 2,442 participants, roughly half of whom saw experiment five first and roughly half of whom saw experiment six first. In this report, because interactions between intervention and order were not significant in experiments five and six, we have presented the regressions and graphs for all 2,442 participants in these experiments, with a dummy variable for order as a covariate in the regression analysis. Note that in all cases, we specify an experiment's sample size in its trial protocol before running the experiment.

# 3. Experiment one: Improving understanding of online retail terms and conditions

## 3.1 Summary

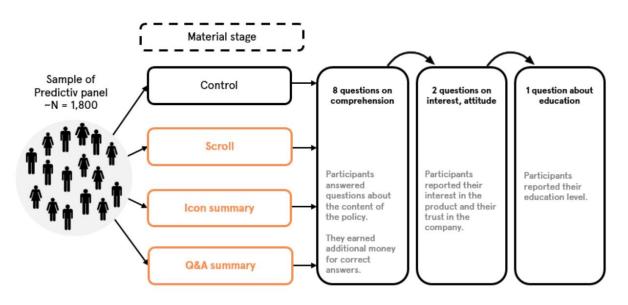
The purpose of this experiment was to measure the way changes in the presentation of terms and conditions for a simple online retail purchase impacts consumer understanding of contractual terms. We tested a control webpage (where participants had to click a link to view the terms and conditions of purchasing a T-shirt from an online retailer) against three interventions: 1) full terms presented in a scrollable box; 2) selected terms presented with visual icons (with a clickable link to view full terms); 3) selected terms explained in a question and answer format (with a clickable link to view full terms).

We found that all three interventions increased average number of comprehension questions participants were able to answer correctly compared to the control, and that the 'icon summary' and 'Q&A summary' interventions performed significantly better than the 'scroll' intervention. None of the interventions statistically significantly increased or decreased trust or interest in the company.

#### **3.2 Experiment design**

A total of 3,644 respondents completed the experiment in May 2018. Participants who participated in experiment one also participated in experiment two (either they saw experiment one first or they saw experiment two first; the order was randomised). However, in this report, we have shown results from the 1,812 first-exposure participants only (those who saw this experiment first). See Methodology section for a full description of the experiment methodology and Appendix H for a discussion of ordering effects. Figure 2 below shows the stages of this experiment.

#### Figure 2: Stages of experiment one



The three interventions sought to apply behavioural science techniques to the presentation of information. See Appendix A for the full experiment materials and the accompanying literature review for existing evidence to support these interventions.

#### Figure 3: Interventions for experiment one

	Description
Control	In the control, participants saw a webpage that looked like an online shopping check-out. The shopping basket contained a grey T-shirt. On this page participants could (but did not have to) click a link to see the terms and conditions of the purchase. Participants had to tick the 'agree to terms and conditions' tickbox to continue to the comprehension questions. The design was based on examples of popular online retailers' check- out pages. The terms and conditions were based on the existing
	terms and conditions of multiple retail companies.
Scroll	The webpage was the same as control, apart from the addition of a scrollable text box above the tickbox which included the full terms and conditions of the purchase; in this way, the terms were visible by default.

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	Participants had to tick the 'agree to terms and conditions' tickbox to continue to the comprehension questions.
lcon summary	The webpage was the same as the control, apart from an additional text box with four key terms, summarised with icons illustrating them, positioned above the tickbox. Participants had to tick the 'agree to terms and conditions' tickbox to continue to the comprehension questions.
Q&A summary	The webpage was the same as the control, apart from an additional text box with four key terms, briefly summarised as questions and answers with icons illustrating them, positioned above the tickbox.
	Participants had to tick the 'agree to terms and conditions' tickbox to continue to the comprehension questions.

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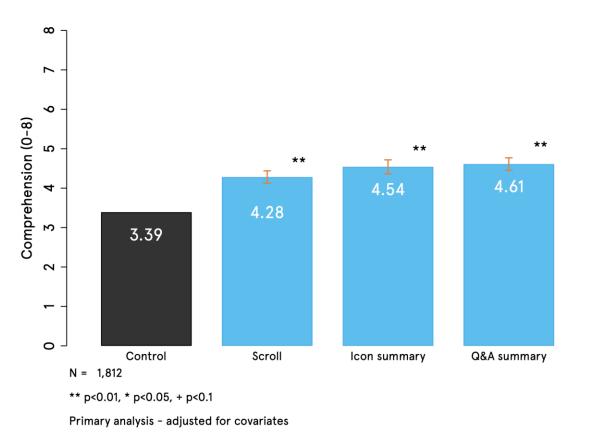
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## 3.3 Primary outcome – overall comprehension results

All the interventions significantly increased comprehension scores with the 'icon summary' and the 'Q&A summary' producing the highest scores. Figure 4 shows the average number of correct answers to the comprehension questions for the control and intervention groups.<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> For all graphs in this report, the error bars show the 95% confidence interval of the difference between each intervention (the blue bars) and the control condition (the black bar). These differences were estimated using linear regressions with robust standard errors controlling for a number of demographic characteristics, such as the individual's age, gender, and income level.





The 'icon summary' and 'Q&A summary' interventions increased comprehension scores by 33.9 and 36.0 per cent, respectively, compared with the control. The 'scroll' intervention increased participants' comprehension scores by 26.3 per cent compared with the control. All of these results were statistically significant. The 'icon summary' and 'Q&A summary' interventions performed significantly better than the 'scroll' intervention.

Figure 5: Regression analysis for experiment one's primary outcome variable, overall comprehension (measured by number of correct answers to eight multiple-choice questions)

	Without covariates (no demographic controls)	With covariates (with demographic controls)	
	coefficient (standard error)	coefficient (standard error)	
Scroll	0.922**	0.883**	
	(0.121)	(0.121)	
Icon summary	1.186**	1.152**	
	(0.114)	(0.115)	
Q&A summary	1.230**	1.216**	
	(0.114)	(0.115)	
Constant	3.370**	1.982**	
	(0.080)	(0.282)	
Demographic covariates added	Νο	Yes	
Observations	1812	1812	
+ p<0.1, * p<0.05, ** p<0.01			

## **3.4 Secondary outcome results**

## 3.4.1 Opening the full terms

In the control and the 'icon summary' and 'Q&A summary' interventions participants could click a link to view the full terms (in the 'scroll' intervention, the full terms were displayed by default). We found that presenting key terms on the webpage did not significantly change the number of participants that clicked to view the full terms compared with the control (see Figure 6 below).

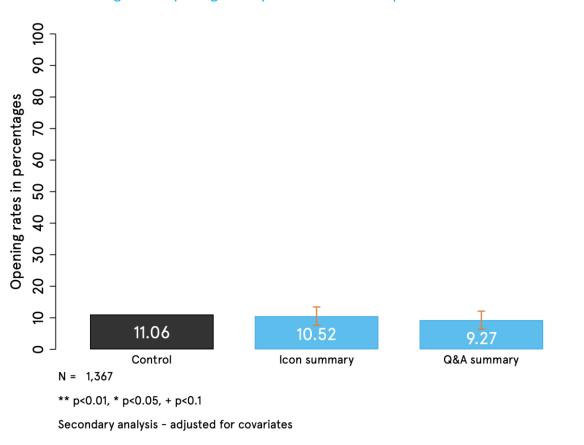
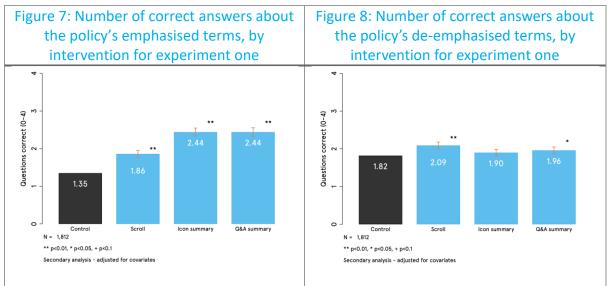


Figure 6: Opening rate by intervention for experiment one

## 3.4.2 Comprehension of emphasised and de-emphasised terms

We were interested to understand whether displaying key terms improves understanding of those terms but reduces understanding of the full terms. To test this we separately measured comprehension of the terms listed prominently on the webpages for the 'icon summary' and 'Q&A summary' interventions against comprehension of terms only listed in the full terms. Our hypothesis was that emphasising key terms more prominently would increase comprehension of these terms, but risks reducing comprehension of the terms in the full terms and conditions if participants are less likely to open them.

We found that the 'icon summary' and 'Q&A summary' interventions performed better than the control on the questions that related to the terms these interventions emphasised. This also did not lead to any reduction in performance on the terms that they did not emphasise.

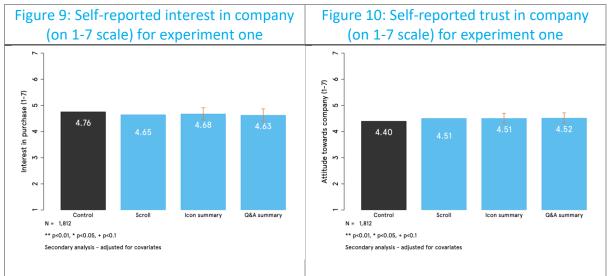


Participants in the 'icon summary' and 'Q&A summary' interventions scored 80.7 per cent higher than the control on the questions about the terms that they emphasised. They also outperformed the 'scroll' intervention. The improvements were significant at p<0.01. The 'scroll' intervention also performed better on these terms, even though it did not emphasise them.

Participants who saw the 'scroll' intervention scored 14.8 per cent higher than those in the control on the terms that were *not* emphasised by the 'icon summary' and 'Q&A summary' interventions. This difference was significant at p<0.01. Participants in the 'icon summary' and 'Q&A summary' interventions did not score lower on the questions about the de-emphasised terms; in fact, the 'Q&A summary' intervention participants scored 7.7 per cent higher than control on these questions (significant at p<0.05).

## 3.4.3 Self-reported trust and interest in the company

None of the interventions had a significant effect on the participants' interest in shopping on the company's website or trust in the company.



## **3.5 Robustness checks**

We repeated our primary analysis using tobit regression (instead of ordinary least squares), because the overall comprehension score can be thought of as a bounded variable (bounded at 0 and 8). We did not see any differences in magnitude of statistical significance or directionality of effect, compared to the ordinary least squares regression outputs. Our conclusions did not change.

We also re-ran our analysis of opening rates using logistic regression, adjusting for the same covariates as in the OLS regressions. We found no significant differences in the results compared to OLS regressions.

We further checked for correlations between comprehension on the de-emphasised terms and comprehension on the emphasised terms. We observed a significant correlation (Corr = 0.7285, p < 0.01). To account for the influence of covariates, we regressed key comprehension on in-depth comprehension, including all covariates used in primary analysis. We still found a significant relationship (p < 0.01). This suggests that the most attentive readers performed best on both the emphasised and de-emphasised terms.

## **3.6 Conclusion**

Out of eight comprehension questions, participants answered on average one extra question correctly in the 'icon summary' and 'Q&A summary' interventions versus control (4.6 questions right versus 3.4). Most of this improved comprehension comes from doing better on the questions that are about the terms that the summaries explicitly emphasise. The 'scroll' intervention does improve comprehension, but not as much as for the 'icon summary' or 'Q&A summary' interventions.

All interventions significantly improved comprehension while maintaining the same level of trust and interest in the company.

# 4. Experiment two: Encouraging consumers to open online retail privacy policies

## 4.1 Summary

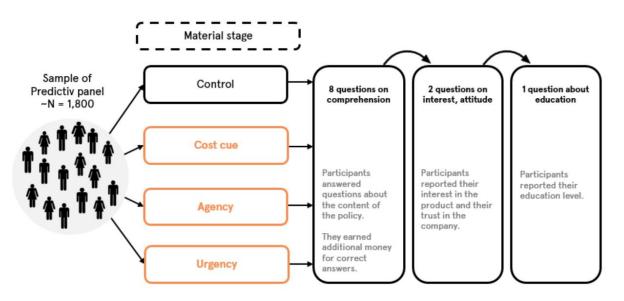
The purpose of this experiment was to measure the way changes in the wording of an invitation to read a retail company's privacy policy impacts the rate at which consumers open this link. The control was a webpage with three buttons participants could click – one to find out about early access to sales, one to see which brands the company stocked, and one to learn more about the company's privacy policy. We tested this control against three interventions: 1) a 'cost cue' tag next to the privacy policy link explaining that it was a '5 min read'; 2) an 'agency' wording that used the participant's name and emphasised that they were in control of who they gave their data to; and 3) an 'urgency' wording that emphasised that this was the participant's last chance to read the privacy policy before signing up.

We found that all three interventions increased the proportion of participants who clicked on the privacy policy link compared to the control. The 'cost cue' intervention performed best, the 'urgency' intervention next best, and the 'agency' intervention had a weakly significant increase in opening rates versus the control. We also tested participants' comprehension of the privacy policy. All three interventions performed better than control, with participants in the 'agency' intervention scoring highest on the eight comprehension questions.

#### 4.2 Experiment design

A total of 3,644 respondents completed the experiment in May 2018. Participants who participated in experiment one also participated in experiment two (either they saw experiment one first or they saw experiment two first; the order was randomised). However, in this report, we have shown results from the 1,832 first-exposure participants only (those who saw this experiment first). See Methodology section for a full description of the experiment methodology and Appendix H for a discussion of ordering effects. Figure 11 below shows the stages of this experiment.

#### Figure 11: Stages of experiment two



The three interventions used behavioural science techniques to the wording of the invitation to encourage participants to view the privacy policy. See Appendix B for the full experiment materials and the accompanying literature review for existing evidence to support these interventions.

## Figure 12: Interventions for experiment two

	Description
Control	In the control, participants saw a webpage that looked like a webpage inviting them to sign up to create an account with a retail website. The webpage had three buttons participants could click – one to find out about early access to sales, one to see which brands the company stocked, and one to learn more about the company's privacy policy.
	The button with the link to the privacy policy read: 'Treating your personal data with care is important to us. If you'd like to know more, see our privacy notice, where you can find detailed information on how we use your personal data, including how we personalise our communications to you.'
	Participants had to tick the 'agree to the privacy policy' tickbox to continue to the comprehension questions.

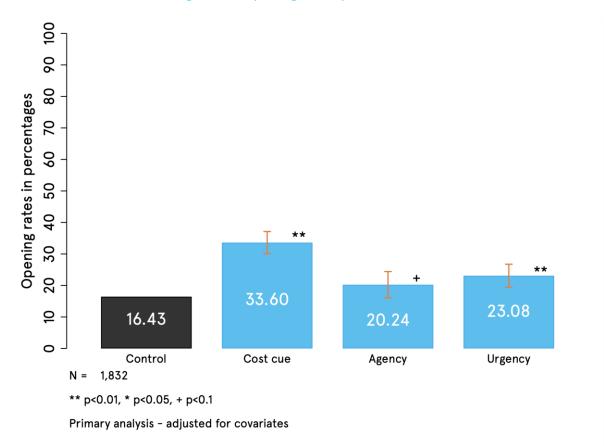
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	The control webpage design was based on multiple retail company websites and the privacy policy was based on the existing privacy policies of multiple retail companies.
Cost cue	The webpage was the same as the control, apart from the button with the link to the privacy policy read: 'Our privacy notice takes less than five minutes to read. In the notice, you can find detailed information on how we use your personal data, including how we personalise our communications to you.' In addition there was a green tag icon with the words '5 min read' on the button. Participants had to tick the 'agree to the privacy policy' tickbox to continue to the comprehension questions.
Agency	The webpage was the same as the control, apart from the button with the link to the privacy policy read: 'Hi [first name], <u>you</u> are in control of who give your data to. Read our privacy notice to understand how we use your data, including how we personalise our communications to you.' The participants' first name was included, after being entered on the previous webpage. Participants had to tick the 'agree to the privacy policy' tickbox to continue to the comprehension questions.
Urgency	The webpage was the same as the control, apart from the button with the link to the privacy policy read: 'This is your last chance to read our privacy notice before signing up – in the privacy notice, we explain how we use your personal data, including how we personalise our communications to you.' In addition, a red circle appeared around the button to attract attention. Participants had to tick the 'agree to the privacy policy' tickbox to continue to the comprehension questions.

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## 4.3 Primary outcome – opening rate

The 'cost cue' intervention increased opening rates by 104.5 per cent. The 'agency' and 'urgency' interventions increased opening rates by 23.2 per cent and 40.5 percent, respectively. The 'cost cue' and 'urgency' interventions' significantly increased opening rates compared with the control group. Figure 13 shows the opening rate by intervention.



#### Figure 13: Opening rate by intervention

The 'cost cue' also performed better compared with the other two interventions. The difference between the 'agency' intervention and control was only weakly statistically significant.

Figure 14: Regression analysis for experiment two's primary outcome variable, opening rate (measured by proportion of participants opening full privacy policy)<sup>3</sup>

	Without covariates (no demographic controls)	With covariates (with demographic controls)
	coefficient (standard error)	coefficient (standard error)
Cost cue	0.175**	0.172**
	(0.028)	(0.028)
Agency	0.042+	0.038+
	(0.026)	(0.026)
Urgency	0.069**	0.066**
	(0.026)	(0.026)
Constant	0.162**	-0.220**
	(0.018)	(0.058)
Demographic covariates added	Νο	Yes
Observations	1832	1832
+ p<0.1, * p<0.05, ** p<0.01		

## 4.4 Secondary outcome results

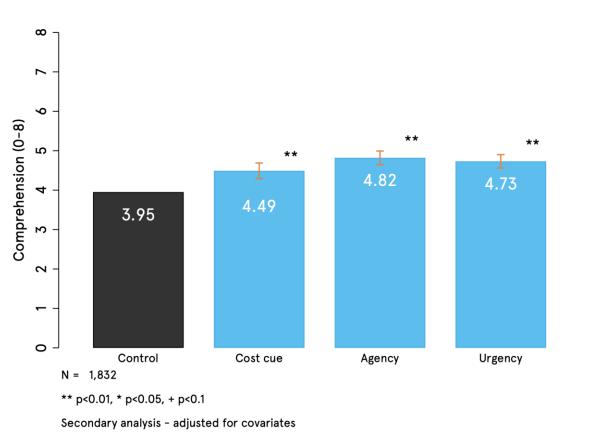
#### 4.4.1 Overall comprehension results

Participants in all three interventions answered more comprehension questions correctly than in the control. The 'agency' intervention caused a 22.0 per cent increase, the 'urgency' intervention caused a 19.7 per cent increase, and the 'cost cue' intervention caused a 13.7 per cent increase. These effects were all statistically significant.

<sup>&</sup>lt;sup>3</sup> This table shows the regression outputs for ordinary least squares (OLS) regression. We use OLS rather than logistic regression with binary outcomes because it produces results which are more readily interpretable, since the treatment effect is the same regardless of the baseline. As discussed in our methodology section, we check that the results are not materially different in the two formulations. If we find that they are, we use a logistic regression instead.

Figure 15: Number of correct answers about privacy policy by intervention for experiment

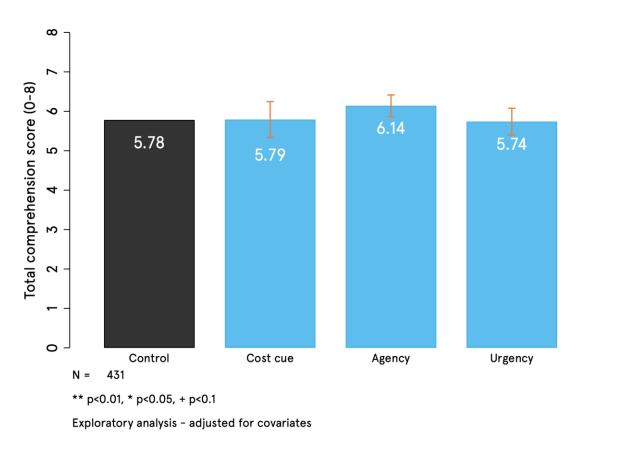




We conducted exploratory analysis to understand why participants in the 'agency' and 'urgency' conditions had higher comprehension than participants in the 'cost cue' condition, even though participants' opening rate was highest in the 'cost cue' condition. We looked at comprehension by intervention amongst those who opened the policy and amongst those who did not open the policy. We were not able to make firm conclusions about this question.

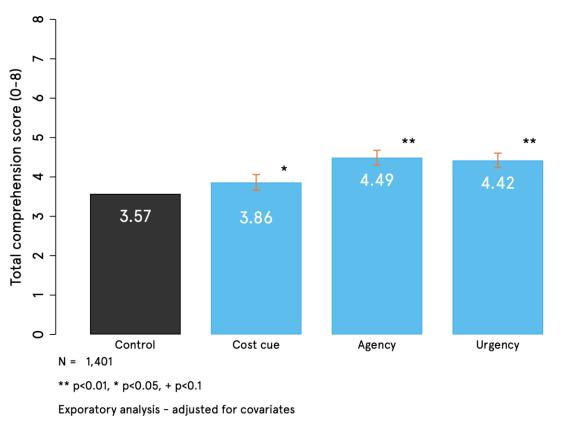
Amongst participants who opened the policy, the comprehension differences between interventions were not significant. For this reason, we were not able to confirm the hypothesis that the 'urgency' and 'agency' interventions caused participants who did open the policy to pay more attention when reading it.

Figure 16: Number of correct answers about privacy policy by intervention for experiment two, amongst the 431 participants who opened the policy



We did find that participants who had not opened the policy had different comprehension levels, by intervention. The reason for this difference is not clear.



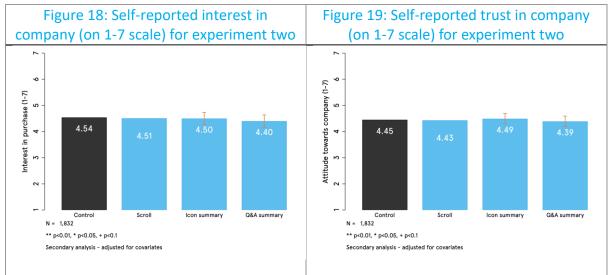


It may be that the differences in comprehension by intervention were due to random chance. For example, participants may have guessed more accurately on the multiple-choice questions in some interventions. There was nothing about the interventions that could help participants correctly answer comprehension questions if they did not open the privacy policy.

It is also possible that the interventions encouraged different types of participants to open the policy. These selection effects could cause non-random differences in participant characteristics within each intervention's subset of participants who had not opened the policy. For example, one intervention's set of non-openers may have been more (or less) engaged, knowledgeable, or skilled at answering multiple-choice questions than another intervention's set of non-openers.

## 4.4.2 Self-reported trust and interest in the company

None of the interventions led to a significant change in participants' interest in joining the company's membership program or trust in the company.



## 4.5 Robustness checks

We re-ran our primary analysis of opening rates using logistic regression, adjusting for the same covariates as in the OLS regressions. We found no significant differences in the results compared to OLS regressions: the same interventions were still effective.

We also repeated our analysis of overall comprehension using tobit regression (instead of ordinary least squares), because the overall comprehension score can be thought of as a bounded variable (bounded at 0 and 8). We did not see any differences in magnitude of statistical significance or directionality of effect, compared to the ordinary least squares regression outputs. Our conclusions did not change.

## 4.6 Conclusion

The 'cost cue' intervention doubled the rates of opening by participants, from around 16 per cent to around 33 per cent. Before launching the trial, we were curious if telling participants that the policy takes five minutes to read would backfire (i.e. decrease opening rates), but it did not – indeed, the 'cost cue' was the highest-performing intervention with respect to policy opening rate. An open question is whether a cue about a '15 min read' or '3 hour read' read policy would indeed backfire.

All three interventions increased participants' comprehension, the 'agency' intervention by the most. Another open question is whether an intervention that combined the 'cost cue' and the 'agency' appeal would cause high opening rates, as the 'cost cue' intervention did, and higher comprehension rates, which may have been driven by higher motivation or care once the participant had opened the policy, as the 'agency' motivation did.



# 5. Experiment three: Improving comprehension of a price comparison website privacy policy

#### 5.1 Summary

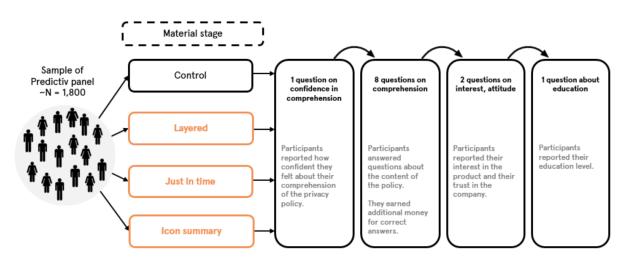
The purpose of this experiment was to measure the way changes in the presentation of key points of a price comparison website's privacy policy impacts consumer understanding of that policy. We created an online website journey for a customer searching for pet insurance for their pet cat. The journey comprised three webpage forms – one form asking for the pet's details, the next asking for the owner's details, and the third asking for contact preferences. In the control, a paragraph at the bottom of the first of the three webpages explained the policy's key points and contained a link which could be clicked to see the full privacy policy. The three interventions presented this same information in new ways: 1) as a 'layered' summary at the bottom of page 1, with headings that expand when clicked, revealing a second layer with more information; 2) as 'just in time' explanations about how the company will use their data as they fill in their pet's and their own details on pages one and two, with the summary also present at the bottom of page one, as in the control; and 3) as captions to seven illustrative icons. In all the groups, participants could click to view the full privacy policy if desired.

We found that the 'just in time' and 'icon summary' interventions increased the average number of comprehension questions participants were able to answer correctly compared to the control, and that the 'layered' intervention performed worse than the control (though not significantly so). The 'icon summary' intervention statistically significantly decreased interest and trust in the company, while the other interventions did not significantly change participants' interest and trust in the company.

#### **5.2 Experiment design**

A total of 1,867 respondents completed the experiment in June 2018. Participants who participated in experiment three also participated in experiment four (either they saw experiment three first or they saw experiment four first; the order was randomised). See Methodology section for a full description of the experiment methodology and Appendix H for a discussion of ordering effects. Figure 20 shows the stages of this experiment.

### Figure 20: Stages of experiment three



The three interventions used behavioural science techniques to design the presentation of information. See Appendix C for the full experiment materials and the accompanying literature review for existing evidence to support these interventions.

## Figure 21: Interventions for experiment three

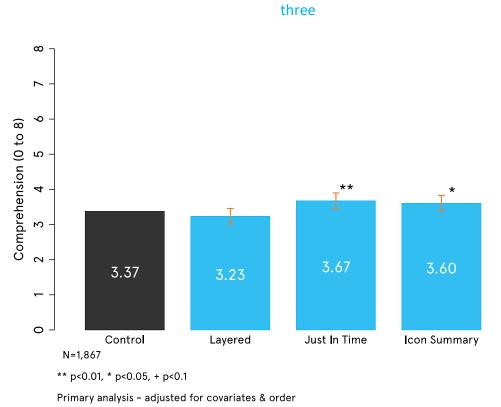
	Description
Control	In the control the participant was asked to imagine that they were searching for pet insurance quotes. The website journey was comprised of three webpages each with a blank form – one asking for the pet's details, the next asking for the owner's details, and the third asking for contact preferences. A paragraph of text at the bottom of the first of the three webpages in the customer journey explained the privacy policy's key points and provided a link to the full policy. On the final webpage participants had to tick the privacy policy tickbox to continue to the comprehension questions. The control was based on multiple price comparison websites' customer journeys. The privacy policy was based on the existing
	privacy policies of multiple price comparison websites.
Layered	The webpages were the same as the control apart from the simple privacy policy paragraph at the bottom of page one. In this intervention, the text is summarised in a concertina-style 'layered'

	summary. Each of the seven key points were clickable and only showed the relevant information if they were clicked.
Just in time	The webpages were the same as the control with the addition of 'just in time' pop-up text box explanations of how the company would use their data as they filled in their pet's and their own details on pages one and two. The text boxes appeared as the participant typed each piece of information, and disappeared when they were no longer typing.
Icon summary	The webpages were the same as the control apart from the simple privacy policy paragraph at the bottom of page one – in this intervention, it was displayed as seven text boxes with illustrative icons.

# 5.3 Primary outcome – overall comprehension results

The 'just in time' and 'icon summary' interventions both improved comprehension compared to the control.

Figure 22: Number of correct answers about privacy policy by intervention for experiment



The 'just in time' and 'icon summary' interventions increased the overall comprehension scores by 8.9 per cent and 6.8 per cent. Both increases were statistically significant. The 'layered' intervention reduced comprehension by 4.2 per cent, but this effect was not statistically significant.

Figure 23: Regression analysis for experiment three's primary outcome variable, overall comprehension (measured by number of correct answers to eight multiple-choice questions)

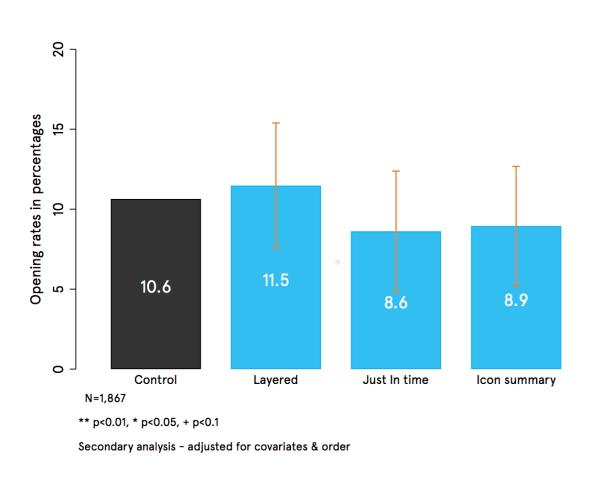
	Without covariates (no demographic controls)	With covariates (with demographic controls)	With covariates & control for order (demographic and order controls)
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Layered	-0.117	-0.114	-0.141
	(0.117)	(0.116)	(0.114)
Just in time	0.291*	0.305**	0.297**
	(0.117)	(0.116)	(0.115)
Icon summary	0.221+	0.242*	0.228*
	(0.118)	(0.116)	(0.114)
Constant	3.372**	2.233**	1.811**
	(0.082)	(0.426)	(0.411)
Demographic covariates added	Νο	Yes	Yes
Order added	No	No	Yes – as a dummy variable across all interventions, but not interacted with each intervention
Observations	1867	1867	1867
+ p<0.1, * p<0.05, ** p<0.01			

## **5.4 Secondary outcome results**

## 5.4.1 Opening the full privacy policy

In the all the groups, participants could click a link to view the full privacy policy. We found that the interventions' presentation of the key terms on the webpage did not significantly

affect the number of participants that clicked to view the full privacy policy (see Figure 24 below).





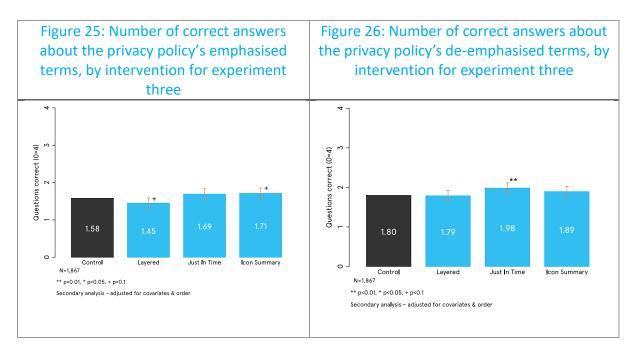
## 5.4.2 Comprehension of emphasised and de-emphasised terms

Four of the questions related to information in the paragraph at the bottom of page one. Participants could get these questions right just by reading this paragraph, without needing to open the full policy. As all the interventions changed the presentation of the information in this paragraph, their design effectively focused on improving comprehension of these questions. Four of the questions were about terms that were not emphasised by any of the interventions – participants had to click to view the full privacy policy to learn about these terms. Of course, opening the policy may also improve participants' comprehension of the emphasised terms, as they would be exposed to these terms once more in the full policy.

The 'icon summary' intervention increased understanding of the emphasised terms by 8.2 per cent (though note this effect was only weakly statistically significant, p<0.1). The 'just in time' intervention did directionally improve comprehension of these emphasised terms,

although the effect was not statistically significant. The 'layered' intervention decreased understanding of the emphasised terms by 8.2 per cent (again, this effect was only weakly significant). This technique may have been less effective at helping people understand the 'emphasised' terms because it created friction for people to access and read this information. Layering the information meant participants had to click seven times to view all seven summarised points, whereas in the other interventions and the control, participants saw the emphasised points without needing to click any extra buttons.

The 'just in time' intervention increased comprehension of the de-emphasised terms by 10.0 per cent. We hypothesise that this is due to the invention prompting increased focus, carefulness or motivation from participants. The effect was not driven by a greater number of participants opening and reading the full terms (see Figure 25 above). The other interventions did not have statistically significant effects on comprehension of the de-emphasised terms.



## 5.4.3 Self-reported confidence in comprehension

The 'layered' intervention decreased self-reported confidence in comprehension of the privacy policy (0-7 scale) by 4.0 per cent (this was weakly significant). This may be because some of the terms were somewhat hidden in the layers, compared to the control. The other interventions did not have a statistically significant effect on self-reported confidence.

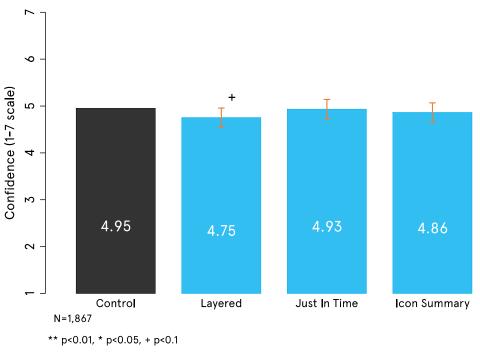
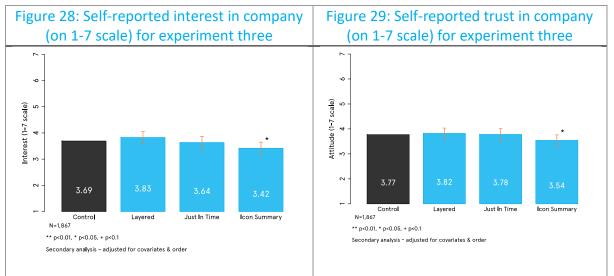


Figure 27: Self-reported confidence in comprehension for experiment three

Secondary analysis - adjusted for covariates & order

## 5.4.4 Self-reported trust and interest in the company

The 'icon summary' significantly decreased self-reported interest in the product and trust in the company. The other interventions did not have a statistically significant effect on either measure. One possible hypothesis for why the 'icon summary' decreased interest, is that participants who saw this intervention understood more clearly that the company could use their data to earn revenue. Some of the icons made this point clear, for example one icon included a '£' symbol, which participants may have found off-putting or untrustworthy.



## **5.5 Robustness checks**

## 5.5.1 Intervention effects on participants opening full privacy policy

A total of 186 individuals clicked on the full privacy policy in this experiment, approximately 10 per cent of the sample. This means large effects and small variance would be necessary to find significant effects.

There was no significant difference between the number of people who clicked on the privacy policy between interventions (chi-squared test, p=0.25). However, we saw higher comprehension of the de-emphasised terms for those who did open the full policies, suggesting that they were comprehensible when read.

#### 5.5.2 Other robustness checks

We repeated our secondary analysis of opening rates using logistic regression (instead of ordinary least squares), adjusting for the same covariates as in the OLS regressions. We found no significant differences in the results compared to OLS regressions.

We also repeated our primary analysis using tobit regression (instead of ordinary least squares), because the overall comprehension score can be thought of as a bounded variable (bounded at 0 and 8). We did not see any differences in magnitude of statistical significance or directionality of effect, compared to the ordinary least squares regression outputs. Our conclusions did not change.



We also looked at correlations between perceived comprehension and comprehension scores. Overall, confidence in comprehension and actual comprehension were virtually uncorrelated in this experiment (rho=0.02).

#### **5.6 Conclusion**

The results suggest that 'just in time' explanations and 'icon' summaries both increase consumer's comprehension of companies' privacy policies. Interestingly participants in these conditions were not more confident about their understanding than the other groups. 'Layered' intervention participants had slightly lower levels of confidence in their comprehension than others, and this lower confidence matched a slightly lower performance on the comprehension questions.

The fact that the 'icon summary' intervention reduced participants' interest and trust in the company could be due to the specific visual icons used in the intervention, as the text in the 'just in time' and 'icon summary' interventions were the same (see Annex C for the visual designs).

# 6. Experiment four: Improving comprehension of a social media platform privacy policy

## 6.1 Summary

The purpose of this experiment was to measure the way changes in the presentation of a social media platform's full privacy policy impacts consumer understanding of the terms within the privacy policy.

For this experiment, we used materials developed by Professor Margaret Hagan's <u>Legal</u> <u>Design Lab</u>, who consented to our use of these materials for this research. We adapted the wording of the privacy policy, in particular to make it General Data Protection Regulation (GDPR) compliant and to shorten it from approximately 4,400 words to 2,000 words.

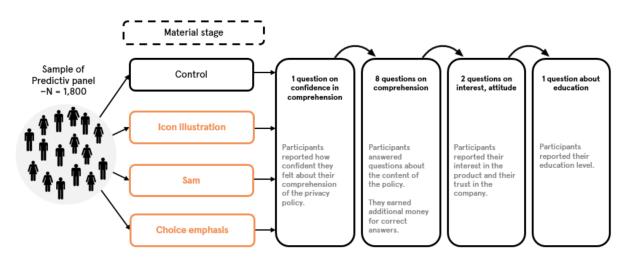
In the control, the 1,900-word privacy policy was divided into sections, with a searchable contents at the top of the page. The three interventions presented the same information in new ways: 1) icons illustrated headers, table of contents, and some key concepts throughout the privacy policy; 2) vignettes with icons explained how specific items in the privacy policy would affect a character named 'Sam'; and 3) text boxes showed how participants could opt in and out of key items in the privacy policy while they read it.

None of the three interventions improved comprehension compared with the control group's average score. The illustrative icons backfired – they actually decreased comprehension scores by 7.7 per cent. Confidence in comprehension, interest in the company, and trust in the company did not significantly differ by intervention.

## 6.2 Experiment design

A total of 1,867 respondents completed the experiment in June 2018. As discussed in section 5.2, participants who participated in experiment four also participated in experiment three (either they saw experiment three first or they saw experiment four first; the order was randomised). See Methodology section for a full description of the experiment methodology and Appendix H for a discussion of ordering effects. Figure 30 below shows the stages of this experiment.

#### Figure 30: Stages of experiment four



The three interventions sought to apply behavioural science techniques to the presentation of information. See Appendix D for the full experiment materials and the accompanying literature review for existing evidence to support these interventions.

#### Figure 31: Interventions for experiment four

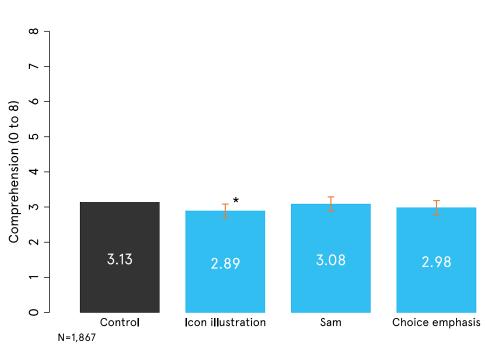
	Description
Control	In the control participants were presented with a single web page displaying a fictional social media platform privacy policy (~1,900 words). The policy's sections had headings, and there was a searchable table of contents at the top.
	We changed the policy's wording from Hagan's original version, drawing on the existing privacy policies from a wider selection of social media platforms. We also changed certain terms to make the policy compliant with GDPR.
Icon illustration	The webpage was the same as the control with icons added to illustrate the headings, table of contents, and selected concepts throughout the privacy policy.
Sam	The webpage was the same as the control but had additional text boxes within the text where participants learnt how specific items in the privacy policy would affect a character named 'Sam'. This was

	designed to make the policy more practical, relatable, and engaging to read.
Choice emphasis	The webpage was the same as the control with additional text boxes where participants could opt in and opt out of key items in the privacy policy while they read it.

#### 6.3 Primary outcome – overall comprehension results

Neither the 'Sam' intervention nor the 'choice emphasis' intervention significantly affected overall comprehension compared with the control group. Participants in both of those interventions had lower comprehension scores than participants in the control, though not significantly so. The 'icon illustration' intervention backfired, reducing comprehension by 7.7 per cent, a difference that was statistically significant.





\*\* p<0.01, \* p<0.05, + p<0.1

Primary analysis - adjusted for covariates & order

Figure 33: Regression analysis for experiment four's primary outcome variable, overall comprehension (measured by number of correct answers to eight multiple-choice questions)

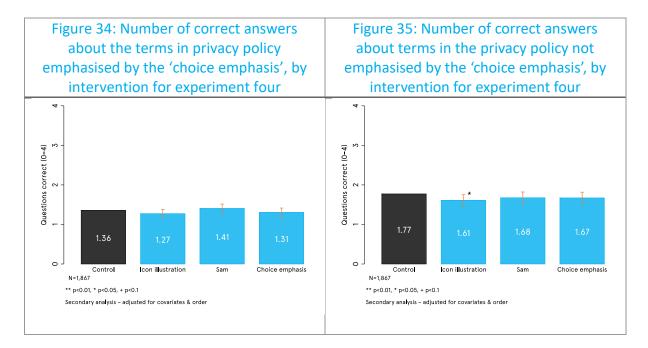
	Without covariates (no demographic controls)	With covariates (with demographic controls)	With covariates & control for order (demographic and order controls)
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Icon illustration	-0.242*	-0.246*	-0.246*
	(0.102)	(0.101)	(0.101)
Sam	-0.041	-0.048	-0.049
	(0.107)	(0.105)	(0.105)
Choice emphasis	-0.158	-0.153	-0.153
	(0.105)	(0.104)	(0.105)
Constant	3.129**	2.252**	2.256**
	(0.072)	(0.246)	(0.247)
Demographic covariates added	No	Yes	Yes
Order added	Νο	Νο	Yes – as a dummy variable across all interventions, but not interacted with each intervention
Observations	1867	1867	1867
+ p<0.1, * p<0.05, **	p<0.01		

#### 6.4 Secondary outcome results

#### 6.4.1 Comprehension on the questions emphasised in the 'choice emphasis' intervention

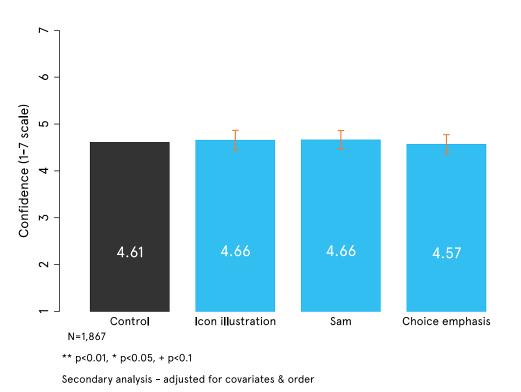
We hypothesised that emphasising the choices participants could make in the privacy policy (such as opting-in to marketing communications) would improve their performance on the

questions about these choices. However, we did not find that the 'choices' interventions significantly increased performance on the questions about the terms emphasised in this intervention.



#### 6.4.2 Self-reported confidence in comprehension of privacy policy

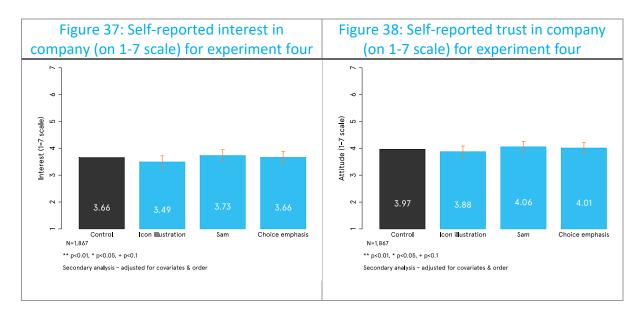
There were no significant differences between the groups in participants' self-reported confidence in their comprehension of the company's privacy policy (1-7 scale).



#### Figure 36: Self-reported confidence in comprehension for experiment four

#### 6.4.3 Self-reported trust and interest in the company

There were no significant differences between the groups in self-reported interest or trust in the company (1-7 scale).





#### 6.5 Robustness checks

We repeated our primary analysis using tobit regression (instead of ordinary least squares), because the overall comprehension score can be thought of as a bounded variable (bounded at 0 and 8). We did not see any differences in magnitude of statistical significance or directionality of effect, compared to the ordinary least squares regression outputs. Our conclusions did not change.

We also looked at correlations between perceived comprehension and comprehension scores. Overall, confidence in comprehension and actual and comprehension were weakly correlated (rho=0.12, p<0.01).

#### **6.6 Conclusion**

We hypothesise that the length and complexity of the social media privacy policy induced information overload in participants, which was not helped by adding additional examples or icons. The backfire effect measured in the 'icon illustration' intervention fits this hypothesis – in retrospect, the icons may be too numerous and complicated to help participants understand the already long and dense material. Further research could help to identify consumers' saturation point for information and images, and investigate strategies to manage information overload.



## 7. Experiment five: Improving comprehension of telecoms terms and conditions

#### 7.1 Summary

The purpose of this experiment was to measure the way changes in the length and presentation of a telecommunications company's pay-monthly terms and conditions impact consumer understanding of that policy. In the control, the ~1,400-word terms were divided into seven sections, with a searchable contents at the top of the page. The three interventions presented this same information in new ways: 1) shortened (~700 words); 2) with emoji illustrating various points in the shortened terms; and 3) with a summary table at the top of the shortened terms used in (2).

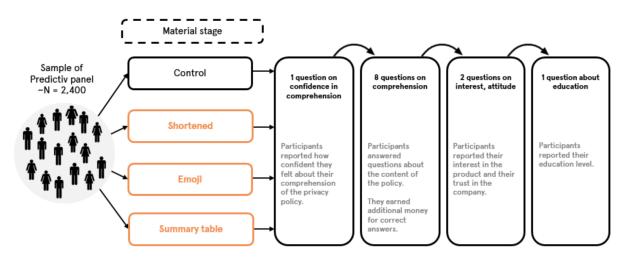
None of the three interventions significantly improved comprehension compared with the control group's average score. Participants scored higher in all three interventions than control, but the improvement was not statistically significant.

Secondary analysis revealed that for the 'summary table' intervention, comprehension of the emphasised terms increased but comprehension of the de-emphasised terms decreased. The 'summary table' intervention resulted in higher self-reported confidence in comprehension of the terms, interest in taking out a contract with the company, and trust in the company. Self-reported confidence in comprehension was also higher in the 'shortened' and 'emoji' interventions.

#### 7.2 Experiment design

A total of 2,442 respondents completed the experiment in July 2018. Participants who participated in experiment five also participated in experiment six (either they saw experiment five first or they saw experiment six first; the order was randomised). See Methodology section for a full description of the experiment methodology and Appendix H for a discussion of ordering effects. Figure 39 below shows the stages of this experiment.

#### Figure 39: Stages of experiment five



The three interventions sought to apply behavioural science techniques to the presentation of information. See Appendix E for the full experiment materials and the accompanying literature review for existing evidence to support these interventions.

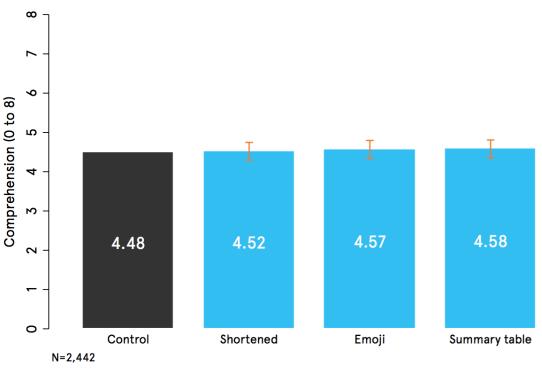
#### Figure 40: Interventions for experiment five

	Description
Control	In the control participants were presented with terms and conditions of a pay-monthly mobile contract as simple prose (1,440 words, roughly 5.5 minutes reading time) on a single webpage. The control was based the existing terms and conditions of multiple telecommunications companies.
Shortened	The webpage looked very similar to the control, but the length of the terms and conditions was reduced by removing extraneous words and redundant points (700 words, roughly three-minute reading time).
Emoji	The webpage was the same as the shortened terms, with the addition of relevant emoji symbols at key points across the terms.
Summary table	The webpage was the same as the shortened terms, with the addition of a seven-point summary table at the top of the webpage. The summary table listed key pieces of information from the full terms and conditions.

#### 7.3 Primary outcome – overall comprehension results

There was no significant difference in comprehension between any of the groups. Participants scored higher in all three interventions than in the control, but the improvement was not statistically significant and so cannot be conclusively distinguished from random chance.





Primary analysis - adjusted for covariates & order \*\* p<0.01, \* p<0.05, + p<0.1

# Figure 42: Regression analysis for experiment five's primary outcome variable, overall comprehension (measured by number of correct answers to eight multiple-choice questions)

Without covariates (no demographic controls)	With covariates (with demographic controls)	With covariates & control for order (demographic and order controls)
coefficient	coefficient	coefficient

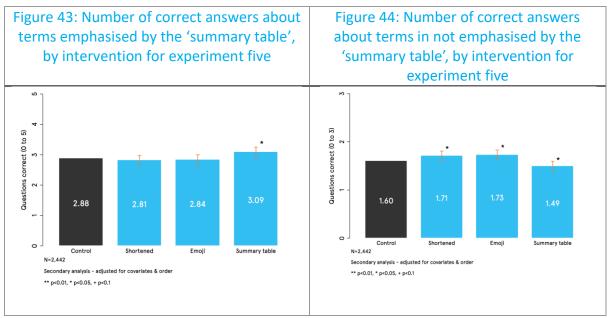
	(standard error)	(standard error)	(standard error)
Shortened	0.044	0.040	0.043
	(0.121)	(0.115)	(0.115)
Emoji	0.083	0.088	0.084
	(0.121)	(0.117)	(0.117)
Summary table	0.152	0.040	0.104
	(0.120)	(0.116)	(0.116)
Constant	4.467**	2.608**	2.538**
	(0.083)	(0.373)	(0.375)
Demographic covariates added	No	Yes	Yes
Order added	No	No	Yes – as a dummy variable across all interventions, but not interacted with each intervention
Observations	2442	2442	2442
+ p<0.1, * p<0.05, **	p<0.01		

#### 7.4 Secondary outcome results

#### 7.4.1 Comprehension on the questions emphasised by the 'summary table'

The summary table provided participants enough information to be able to correctly answer five of the eight comprehension questions. We found that the 'summary table' intervention improved participants' performance on those five questions compared to the control and the other interventions by 7.3 per cent. This improvement was statistically significant.

We also found that the 'summary table' intervention decreased scores on the three questions which were not answered by the summary table itself, i.e. where participants would have needed to read the full policy below the table to answer them correctly, by 6.9 per cent. Again, this effect was statistically significant. So, while the summary table improved understanding of emphasised terms it reduced understanding of other terms.

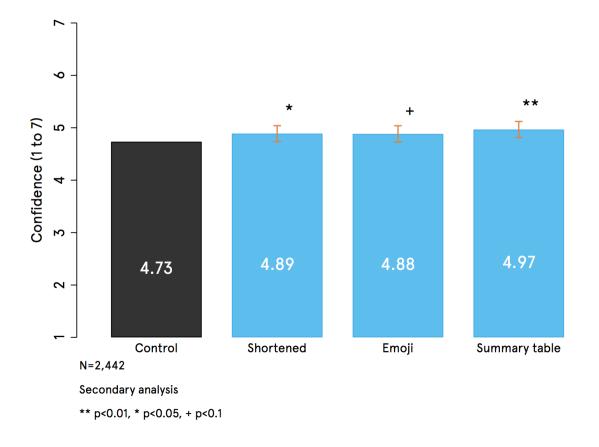


#### 7.4.2 Self-reported confidence in comprehension of terms

All three interventions significantly increased participants' self-reported confidence in their comprehension of the company's terms, with the 'summary table' intervention leading to the highest increase.

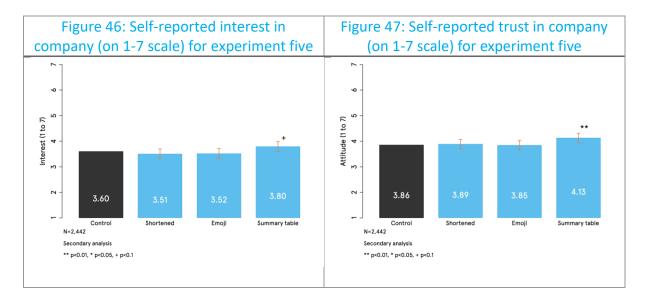






#### 7.4.3 Self-reported trust and interest in the company

The 'summary table' intervention yielded a weakly significant positive effect on participants' self-reported interest in purchasing a product from the company and a significant positive effect on participants' self-reported trust in the company.



#### 7.5 Robustness checks

We repeated our primary analysis using tobit regression (instead of ordinary least squares), because the comprehension score can be thought of as a bounded variable (bounded at 0 and 8). Applying tobit regressions to models with comprehension outcomes, we did not see any differences in magnitude of statistical significance or directionality of effect, compared to the ordinary least squares regression outputs. Our conclusions did not change.

Using OLS regressions, we also tested for correlations between interest and comprehension, and attitude and comprehension. Coefficients were negative and statistically significant (p<0.01). This suggests that participants with a strong understanding of the terms were, on average, less interested in taking out a contract and less likely to trust the company when doing so. However, we cannot interpret this result strongly, as comprehension and interest/attitude were all endogenous, i.e. they may both be caused by a change in the terms' presentation rather than influencing each other directly.

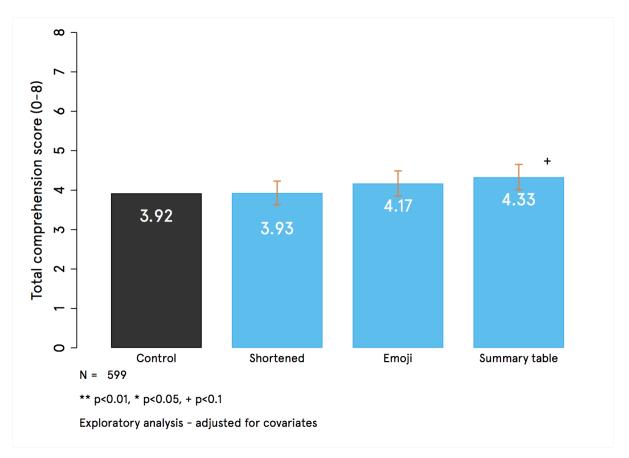
For this experiment, we hypothesised that the emojis may be more engaging for younger age groups and for those with lower education levels. However, there was no significant interaction between intervention groups and age; in other words, none of the interventions were particularly effective for any given age group. We did find that interacting intervention groups with various education levels showed marginally statistically significant results, but for the 'summary table' intervention rather than the 'emoji' intervention; see section 7.6.

#### 7.6 Overall comprehension amongst lower-education participants

In secondary analysis, we looked at whether the 'emoji' intervention could be particularly helpful for lower-education participants. However, after running this secondary analysis, we considered that all three interventions in this experiment could be particularly helpful for lower-education participants. We conducted exploratory analysis testing this possibility. We defined 'lower-education participants' as those who did not have any qualifications or those whose highest qualification was GCSEs.

We found that the 'summary table' intervention increased comprehension by 10.5 per cent amongst these lower-education participants. The difference was marginally statistically significant. The 'emoji' intervention directionally had a positive effect on comprehension amongst lower-education participants, but the effect was not statistically insignificant.

Figure 48: Number of correct answers about terms and conditions by intervention in Experiment 5 amongst participants whose highest education was 'GCSE' or 'None'



Note that this exploratory analysis should be treated with caution for three reasons. First, we made key data analysis decisions after collecting the data and analysing the primary and secondary outcomes. Second, the sample size (n=599) is smaller than in our main analyses. Third, the effect is sensitive to the definition of 'lower-education'. For example, comprehension differences by intervention go away when we include participants whose highest qualification are A-levels.

#### 7.7 Conclusion

The results from this experiment suggest that a summary table improves readers' understanding of the terms emphasised in that table. However, we also observed that it reduces comprehension of the terms that it does not emphasise. In comparing policies across experiments, it could be argued that this experiment's policy was among the more complicated and detailed.

We found that including a summary table increased participants' confidence in their comprehension of the terms. Trust in the company and interest in the company's products was also higher in the 'summary box' group. This suggests that summary tables may be a



useful way to display key terms. However, it is important to think carefully about which terms to include and exclude from a summary table. This experiment suggests that consumers are likely to have higher comprehension of what is in the summary box and lower comprehension of terms that are not featured in the summary box.

## 8. Experiment six: Improving comprehension of a peer-to-peer room-sharing platform terms and conditions

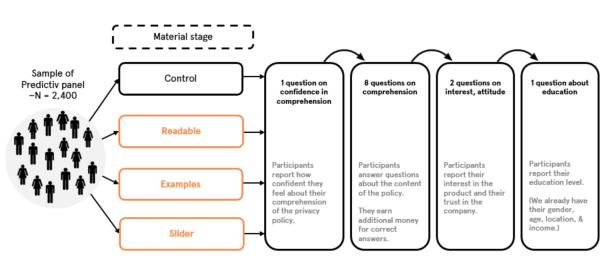
#### 8.1 Summary

The purpose of this experiment was to measure the way changes in the 'readability' and presentation of a peer-to-peer room-sharing platform's terms and conditions impact consumer understanding of those terms. In the control, the ~1,000-word terms was divided into eight sections, with a searchable contents at the top of the page. The three interventions presented the same information in different formats: 1) rewritten to be more easily 'readable', which means the word and sentence lengths were shorter; 2) with text box examples throughout the policy to illustrate four terms; and 3) with an interactive slider which participants could move up and down to show how the cancellation policy and associated fees changed as the customer gets closer to the check-in date.

None of the three interventions improved comprehension compared with the control group's average score. Secondary analysis shows that the examples did improve participants' understanding of the parts of the terms emphasised by the given examples.

#### 8.2 Experiment design

A total of 2,442 respondents completed the experiment in July 2018. Participants who participated in experiment six also participated in experiment five (either they saw experiment five first or they saw experiment six first; the order was randomised). See Methodology section for a full description of the experiment methodology and Appendix H for a discussion of ordering effects. Figure 49 below shows the stages of this experiment.



#### Figure 49: Stages of experiment six

The three interventions sought to apply behavioural science techniques to the presentation of information. See Appendix F for the full experiment materials and the accompanying literature review for existing evidence to support these interventions.

	Description
Control	In the control participants were shown a webpage explaining the terms and conditions of using a peer-to-peer room sharing platform. The terms explained the cancellation and complaints policy for the platform (~1,000 words, Automated Readability Index <sup>4</sup> of 13). The terms were based on multiple peer-to-peer room sharing platform's cancellation policies and terms and conditions.
Readable	The webpage looked similar to the control, but the sentences and words were, on average, shorter. The Automated Readability Index was 8.5.
Examples	The webpage looked similar to the control, with the addition of text boxes that provided examples of how the terms would operate in four scenarios.
Slider	The webpage looked very similar to the control, with the addition of an interactive slider that taught participants how the cancellation policy worked. Participants could move the slider across the screen to see how the cancellation charges changed as the cancellation got closer to the check-in date.

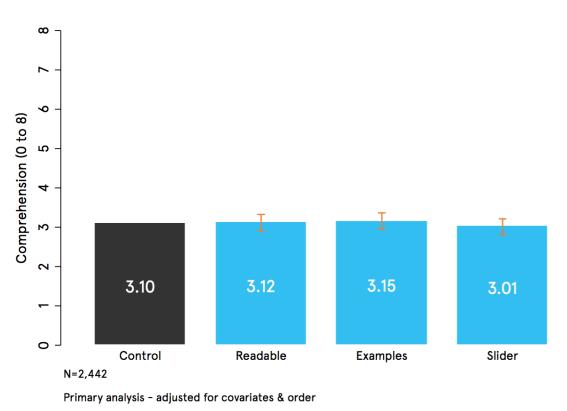
#### Figure 50: Interventions for experiment six

#### 8.3 Primary outcome – overall comprehension results

None of the interventions performed significantly better than control.

<sup>&</sup>lt;sup>4</sup> The Automated Readability Index is a readability test designed to assess the understandability of a passage of text. This number is an approximate US Grade Level needed to comprehend the text, calculated using the characters per word and words per sentences.





\*\* p<0.01, \* p<0.05, + p<0.1

# Figure 52: Regression analysis for experiment six's primary outcome variable, overall comprehension (measured by number of correct answers to eight multiple-choice questions)

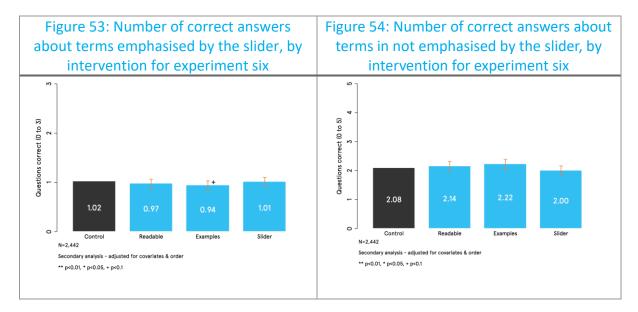
	Without covariates (no demographic controls)	With covariates (with demographic controls)	With covariates & control for order (demographic and order controls)
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Readable	-0.003	0.011	0.014
	(0.108)	(0.107)	(0.106)
Examples	0.074	0.048	0.045

	(0.111)	(0.108)	(0.107)
Slider	-0.091	-0.090	-0.093
	(0.105)	(0.102)	(0.101)
Constant	3.102**	1.646**	1.362**
	(0.076)	(0.284)	(0.302)
Demographic covariates added	No	Yes	Yes
Order added	No	No	Yes – as a dummy variable across all interventions, but not interacted with each intervention
Observations	2442	2442	2442
+ p<0.1, * p<0.05, **	p<0.01		

#### 8.4 Secondary outcome results

#### 8.4.1 Comprehension on the questions emphasised by the slider

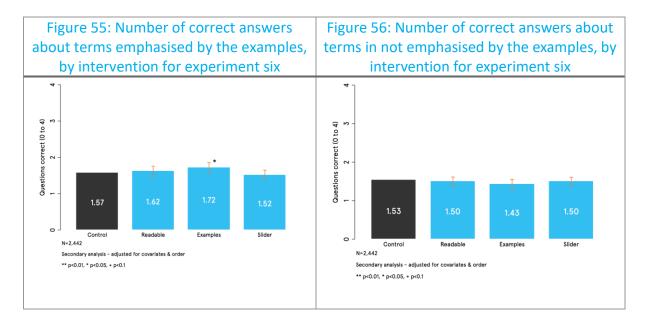
The 'slider' intervention did not significantly affect participants' scores on the three questions related to the cancellation policy. It also did not significantly affect participants' score on the three questions unrelated to the cancellation policy.



#### 8.4.2 Comprehension on the questions emphasised by the examples

The 'examples' intervention increased participants' score on the four questions covered in the examples by 9.6 per cent. This improvement was statistically significant.

The 'examples' intervention decreased participants' score on the four questions not covered in the examples, but the decrease was not statistically significant.

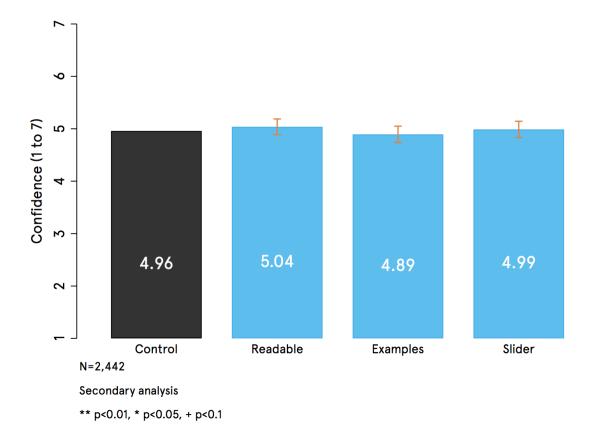


#### 8.4.3 Self-reported confidence in comprehension of terms

None of the interventions had a statistically significant impact on participants' self-reported confidence in their comprehension of the company's terms and conditions.

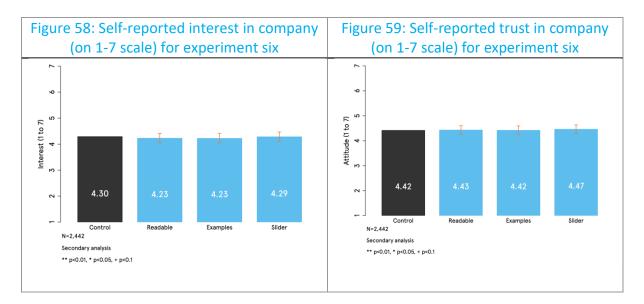






#### 8.4.4 Self-reported trust and interest in the company

None of the interventions had a statistically significant impact on participants' self-reported likelihood of using or trust in the company.





#### 8.5 Robustness checks

We repeated our primary and secondary analysis using tobit regression (instead of ordinary least squares). We noted slight differences in significance of coefficients. Total comprehension scores remain statistically insignificant across interventions in the tobit model. Like the OLS model, the tobit model showed a positive statistically significant coefficient in the 'examples' intervention for comprehension of the terms that the examples emphasised. However, the magnitude of the coefficient was slightly larger in the tobit model. This reflects our expectation of a slightly improved fit when using the tobit model. The lack of statistically significant coefficients in the OLS model for examples-de-emphasised terms in the 'examples' intervention remains consistent in the tobit model.

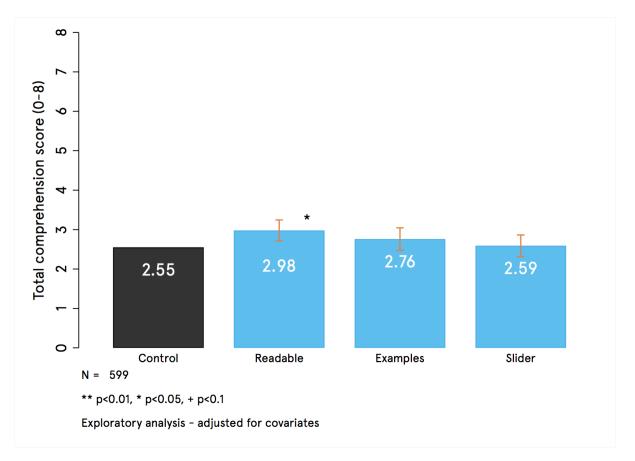
Using OLS regressions, we also tested for correlations between interest and comprehension, and attitude and comprehension. The coefficients were negative, but not statistically significant at p<0.05, which means the correlation between comprehension and likelihood of use and trust in the company was not distinguishable from chance effects.

#### 8.6 Overall comprehension amongst lower-education participants

The interventions in this experiment, particularly the 'readable' intervention that shortened sentences, may be particularly helpful for lower-education participants. Although we had not specified any analysis of intervention-demographic interactions in our trial protocol, we conducted exploratory analysis of whether any of the interventions worked especially well for lower-education participants. We defined 'lower-education participants' as those who did not have any qualifications or those whose highest qualification was GCSEs.

We found that the 'readable' intervention increased comprehension by 16.9 per cent amongst these lower-education participants. The difference was statistically significant.

Figure 60: Number of correct answers about terms and conditions by intervention in Experiment 6 amongst participants whose highest education was 'GCSE' or 'None'



Note that this exploratory analysis should be treated with caution for three reasons. First, we made key data analysis decisions after collecting the data and analysing the primary and secondary outcomes. Second, the sample size (n=599) is smaller than in our main analyses. Third, the effect is sensitive to the definition of 'lower-education'. For example, comprehension differences by intervention go away when we include participants whose highest qualification are A-levels.

#### 8.7 Conclusion

Taken together, the null results from this experiment, experiment four, and experiment five reinforce the difficulty of improving participants' comprehension of a full-length privacy policy or contractual terms. The secondary analysis suggests that giving concrete example of key terms can help companies to emphasise the terms that are most important for readers to pay attention to. However, providing a high number of extra examples may make the policy longer and therefore reduce attention and comprehension.

#### **Appendix A: Materials and questions for experiment one**

#### Questions

Note: questions whose answers are emphasised by interventions 'icon summary' and 'Q&A' are in orange. The correct answers are underlined.

**1**. Based on the information you have read, how much time do you have to return the item and get a refund? We start counting from the day that you received the item.

- 0-20 days
- 21-30 days
- 31-60 days
- 61-100
- At any point
- Don't know

#### 2. How can you return the item?

- By post only
- In store only
- By post or in store
- Don't know

#### 3. Will you have to pay for the postage to return the item?

- <u>Yes</u>
- No
- Don't know

#### 4. If you pay using a digital wallet and return the item in store, what will happen?

- You will be offered a full refund, exchange or credit note
- You will be offered an exchange or credit note
- You will be offered a credit note only
- Don't know

#### 5. When can you return a piece of clothing?

- If you have not worn it or washed it
- After you have worn it, as long as you wash it
- If you keep the receipt and delivery note
- Don't know

## 6. What happens to your refund if an item is lost in the post on its way back to M Clothing?

- You will not get any refund.
- M Clothing will still refund you.
- M Clothing will send a note to the postal service asking them to refund you.
- Don't know

#### 7. How long will a refund take to reach you?

- 0-10 days
- 11-20 days
- <u>21-30 days</u>
- 31-40 days
- Over 40 days

• Don't know

#### 8. If you place an order but the item is out of stock, what will happen?

- M Clothing will send you a similar item
- <u>M Clothing will automatically refund you</u>
- M Clothing will give you a £10 gift card
- Don't know

#### **Experiment one – Control**



#### CHECKOUT

#### YOUR ITEMS PLEASE CHOOSE A PAYMENT METHOD • PAY BY CARD **GREY T-SHIRT** LARGE **ALEX SMITH** NAME ON CARD QUANTITY PRICE 1 £6.00 1234 5678 910 CARD NUMBER SUBTOTAL £6.00 DELIVERY CHARGE TOTAL TO PAY £2.99 £8.99 01 2019 ~ ~ EXPIRY DATE SHIPPING ADDRESS cw 456 0 10 SHIP LANE APPLEBURRY LANCASTER LA1 1EG I agree with M Clothing's terms and conditions BILLING ADDRESS O DIGITAL WALLET 10 SHIP LANE APPLEBURRY LANCASTER LA1 1EG

© Behavioural Insights Ltd

#### **Experiment one – Scroll**



#### CHECKOUT

YOUR ITEMS	PLEASE	CHOOSE A PAYME	NT METHOD
GREY T-SHIRT LARGE	• PA	Y BY CARD	
QUANTITY 1		NAME ON CARD	A ALEX SMITH
PRICE £6.		CARD NUMBER	1234 5678 910
SUBTOTAL £6. DELIVERY CHARGE £2.		CARD NUMBER	
TOTAL TO PAY £8.		EXPIRY DATE	01 🗸 2019 🗸
SHIPPING ADDRESS		cvv	456 0
10 SHIP LANE APPLEBURRY LANCASTER LA1 1EG		M Clothing Terms and C Getting in touch with us	Conditions
BILLING ADDRESS		-	t these terms, please get in touch. We will try to respond within 24
10 SHIP LANE		hours. All our emails are conduc	
APPLEBURRY LANCASTER		Your rights	
LA1 1EG		Nothing in these terms impact y	our statutory rights. Your rights under this returns policy are in
		oddition to your concellation rial	I agree with M Clothing's terms and conditions

#### • DIGITAL WALLET

#### **Experiment one - Icon summary**



#### CHECKOUT

#### YOUR ITEMS PLEASE CHOOSE A PAYMENT METHOD • PAY BY CARD GREY T-SHIRT LARGE **ALEX SMITH** NAME ON CARD QUANTITY PRICE 1 £6.00 1234 5678 910 CARD NUMBER SUBTOTAL £6.00 DELIVERY CHARGE £2.99 £8.99 01 ~ 2019 ~ EXPIRY DATE SHIPPING ADDRESS cw 456 0 10 SHIP LANE APPLEBURRY LANCASTER LA1 1EG Items can be returned in store or via post. Ĵ BILLING ADDRESS 10 SHIP LANE APPLEBURRY LANCASTER LA1 1EG 90 DAYS You must return purchases within 90 days of delivery for a refund. £ Return postage not included. Items bought via a digital wallet cannot be refunded back to your digital wallet account in store. Instead, you will be issued store credit or offered an exchange. i I agree with M Clothing's terms and conditions O DIGITAL WALLET

#### **Experiment one - Q&A summary**



#### CHECKOUT

#### YOUR ITEMS PLEASE CHOOSE A PAYMENT METHOD • PAY BY CARD **GREY T-SHIRT** LARGE **ALEX SMITH** NAME ON CARD QUANTITY PRICE 1 £6.00 1234 5678 910 CARD NUMBER SUBTOTAL £6.00 DELIVERY CHARGE TOTAL TO PAY £2.99 £8.99 01 2019 ~ EXPIRY DATE ~ SHIPPING ADDRESS cw 456 0 10 SHIP LANE APPLEBURRY LANCASTER LA1 1EG How can I return items? You can return an item by sending it back by post or by bringing it into a store. () BILLING ADDRESS Ō 10 SHIP LANE APPLEBURRY LANCASTER LA1 1EG How long do I have to return the item? 90 days from delivery. £ Do I have to pay the return postage? Yes. Anything else? Items bought via a digital wallet cannot be refunded back to your digital wallet account in store. Instead, you will be issued store credit or offered an exchange. i I agree with M Clothing's terms and conditions O DIGITAL WALLET

#### **Experiment one - Full terms and conditions**

#### M Clothing Terms and Conditions

×

#### Getting in touch with us

If you have any questions about these terms, please get in touch. We will try to respond within 24 hours. All our emails are conducted in English.

#### Your rights

Nothing in these terms impact your statutory rights. Your rights under this returns policy are in addition to your cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### Returns

We will refund any item that you deem unsatisfactory. To receive the refund, please return the item(s) to us within 90 days of delivery.

If you do wish to return a product, you must not wear or use it, and you must keep it safe until you send it back to us. We need the product to come back to us without any damage, not having been washed, and not having been worn, other than to try it on. Any labels must still be on the product, and we need the product(s) to be returned in the original packaging.

If you do not return the product to us in re-saleable condition, we may refuse to refund the item or deduct up to 50% of the original price. If you purchased two or more products as part of a combination discount and you return one for a refund, the remaining product(s) will go back to their normal non-discount price, and we will subtract the difference from your refund.

Refunds will reach your account within 28 days from the day we receive the product(s) from you. We will reimburse you through the payment method you used for the original transaction.

You can send us returns via Royal Mail or any courier that you prefer. We ask that you complete the returns form or send a cover note along with the item so that we can connect the return to your account and know the reason for the return.

We need you to pay the return postage. For assurance's sake, we recommend using a recorded delivery service. We also recommend keeping proof of postage. Your parcel is your responsibility until it reaches us. If we must pay additional postage charges on your package, for example customs charges, we may deduct the amount of these charges from your refund. We do not take liability for items that get lost or damaged in the post. Items lost in the post will not be eligible for a refund.

You may also return items purchased on our website to one of our 80 UK stores. To do this, please bring either the delivery note from your parcel or the delivery email. When returning goods purchased via a digital wallet, we need you to send goods through the post in order to receive a refund to your digital wallet account. Our UK stores are only able to issue store credit or perform exchanges for goods bought via a digital wallet.

#### Orders and prices

We try hard to reproduce all clothing and other items' colours as accurately as possible on our website. However, keep in in mind that your computer may cause variations in colour reproduction.

All weights and dimensions are approximate.

Orders placed through our website are subject to there being stock available. In other words, all items are subject to availability, and we may not be able to fulfil an order. In this case, we will automatically refund you for this order. If you purchased two or more products as part of a combination discount and we have to send you a refund for the other, the remaining product(s) will go back to the normal non-discount price, and we will subtract the difference from your refund.

The correct price is the one we put on the website, at the time you place your order. The exception is in the case of a mistake, where a pricing error is discovered. If the correct price is higher than the price displayed on the website, we will charge you the correct price, even if it is higher than the price we had listed in error. You may return the goods within 90 days of receiving the product, as long as it is still in new condition, as described above.

OK

#### **Appendix B: Materials and questions for experiment two**

Note: Correct answers are underlined.

#### Questions

## 1. When you place an order, how long will Shopping World keep the personal data you give them?

- It will not keep my personal data
- 1 month
- 1 year
- 3 years
- <u>5 years</u>
- 15 years

#### 2. Does Shopping World collect information about the pages you visit on their website?

- <u>Yes</u>
- Yes, but it deletes the information after I finish making a purchase
- No
- Don't know

## **3.** With what types of third parties does Shopping World share your data? Please tick all that apply.

- IT companies who help maintain the website, direct marketing companies, and companies that help process your personal data
- Other retailers who sell similar products
- British Electrical Trade Association (BETA)
- Don't know

## 4. Will Shopping World make personalised recommendations based on information you give them about you?

- <u>Yes</u>
- Yes, but only if I ask them to
- No
- Don't know

#### 5. When can you ask to see the information Shopping World holds about you?

- <u>At any time</u>
- Within 3 months from your purchase
- Never
- Don't know

#### 6. What information does Shopping World collect?

- Information about your computer, such as its make and model
- Information about your home, such as the year it was built
- Information about competitors' websites you visit
- All of the above
- None of the above
- Don't know

#### 7. For what purposes does Shopping World use cookies?

To track if customers have seen a Shopping World advert while browsing the web

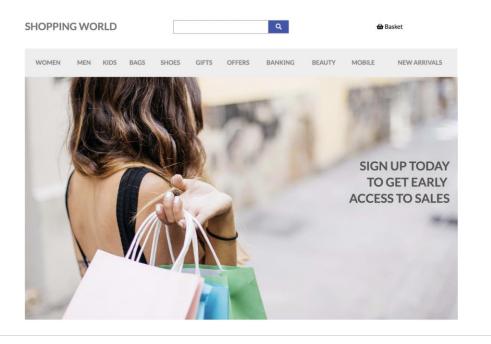


- To track the news consumption habits of its customers
- To track the entertainment consumption habits of its customers
- All of the above
- None of the above
- Don't know

8. Does Shopping World share your data with other businesses within the Shopping World group, such as Shopping World Mobile and Shopping World Bank?

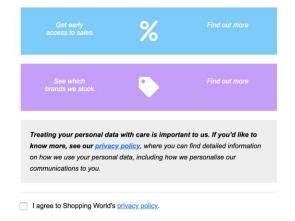
- Yes
- No
- Don't know

#### **Experiment two - Splash page (used in control and all three interventions)**



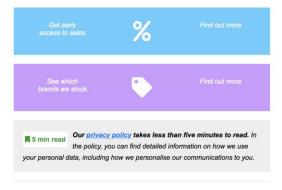
#### **Experiment two – Control**

Hi Lizzy. Here's the last step in setting up your Shopping World account.



#### **Experiment two - Cost cue**

Hi Lizzy. Here's the last step in setting up your Shopping World account.



I agree to Shopping World's privacy policy.

#### **Experiment two – Agency**

Hi Lizzy. Here's the last step in setting up your Shopping World account.

•	Find out more
	<b>o</b> . Read our <u>privacy policy</u> v we personalise our

#### **Experiment two – Urgency**

Hi Lizzy. Here's the last step in setting up your Shopping World account.



#### **Experiment two - Full privacy policy**

Shopping World Privacy Policy

×

#### Personal data we collect

#### When you register for our services, we will ask for:

Personal details, such as your postal and billing addresses, email address, phone number and date of birth.
Information about whether you have signed up to any of our affiliate websites.

#### When you use our website or our app, we will collect:

- Information about the products you buy, including what you bought, what store or website of ours you bought it from, the date you bought it, and how you paid for it.
- Information about how you use our websites and apps, such as the products you look at and the products you
  put in your basket.
- When, and how many times, you click on one of our adverts (both the adverts on our own websites and the
  adverts we place on other websites).
- Information about how you access our website and app (such as the computer or mobile make and model, the IP address you are using, and the browser you're using).
- Personal details which enable us to recommend specific products -- for example, we will store your clothing size and suggest pieces of clothing based on your size, or, if you share information on your skin type, we will use that information to recommend specific beauty products.
- Your comments and the reviews you leave about our products.
- Data from all Shopping World sites -- including Shopping World Bank, Shopping World Mobile, and Shopping World Clothing -- as well as public data such as land registry data.

### When you get in touch with us, we get in touch with you, or you sign up for promotions, competitions, surveys or questionnaires from us, we will collect:

- · Personal data you provide about yourself (such as your contact details)
- A record of the emails we send you, whether you open them, and whether you click on any links in them.
- Your feedback from customer surveys.

#### How and why we use personal data

We use your personal data to:

- · Give personalised offers, based on your browsing behaviour and previous purchases.
- Send marketing (through email, post or online advertising) about our products and our suppliers' products. We will also measure the effectiveness of our marketing, our suppliers' marketing, and our retail partners' marketing.
- We want to show you marketing that is relevant to you. To do this, we measure your responses to our
  marketing communications. This allows us to offer you products that better meet your needs.

#### Sharing personal data within the Shopping World Group

We share personal data with other companies within the Shopping World Group. For example, we share personal data with the following Shopping World companies:

#### **Shopping World Bank**

Shopping World purchases are one of a number of factors that Shopping World Bank use to assess your credit risk.

Shopping World Bank also use Shopping World purchase information to set discounts on premiums for insurance products. For these banking and insurance products, the Shopping World purchase information is always used in your favour.

#### **Shopping World Mobile**

We give Shopping World Mobile information about Shopping World purchases you make and about your online behaviour (collected through cookies). This helps Shopping World Mobile improve their service and marketing.

#### Sharing personal data with other organisations

We may share your data under the following circumstances:

- · If the law, police, or other government agencies say we must share the data
- If we need to share your data to exercise our legal rights (including to prevent fraud and reduce credit risk)
  If we sell or transfer (or enter into negotiations regarding selling or transferring) any of our businesses, or the data itself. Once the transfer or sale is complete, the organisation receiving your data can use it as we currently do.

The third parties we work with are:

- Two IT companies who help us maintain our website (RW Websites and CO6 Creations)
- Three direct marketing companies who support our email campaigns and other electronic communications with you (MailCow, Creationr, and SpotBeem)
- Google and Facebook -- we partner with them to show you products that may suit your style and interests while you're on other websites
- Two data insight companies, Vita Aqua and SteelBlue -- they helps us make sure your details are correct and up-to-date.

#### How we protect personal data

We protect your data by using firewalls and data encryption. We give access only to employees who require it to carry out their job.

However, whilst we take appropriate measures to secure your personal data, we cannot guarantee its security.

We may transfer and store the data we collect from you to a location outside the European Economic Area ("EEA"). Your data may also be processed by companies who work for us or for one of our service providers operating outside the EEA. We will implement appropriate protection to ensure your data is adequately protected and is treated according to the guidelines in this Policy.

#### **Cookies and similar technologies**

We use technologies such as 'cookies', tags, and pixels to personalise and improve your experience while you use our website and app and to show you relevant marketing.

#### How we use cookies

- · Cookies allow websites to collect data in the memory of your computer or phone.
- We use cookies to remember the contents of your shopping basket when you return to our website and app.
- · Cookies help us understand how our website is working, for example notifying us if you get an error message.
- These cookies collect data that is mostly anonymous.
- We use cookies to show advertising that we believe is most relevant to you.
- Often, other organisations place cookies on our websites, and with our permission. These cookies collect information about your online behaviour, including your IP address, the website you came from, and what is in your shopping basket.
- We use cookies to learn if you have seen an advert for a product, and when. This helps us measure the
  effectiveness of our marketing campaigns and set the number of times we show you an advert.
- We use cookies to track how effective our marketing emails are, for example by measuring if you open an email of ours.
- Note that you can set your browser to reject new cookies and to delete existing cookies. However, if you
  disable cookies, our website may not work fully -- the shopping basket, checkout, and sign-in processes may
  work differently, for example.



### How long will we keep your personal data?

We will keep your personal data only for as long as we need it for the given situation. When you place an order, we'll keep the personal data you give us for five years. This allows us to comply with our legal and contractual obligations.

At the end of this period, we will either delete your data completely or anonymise it. For example, we sometimes aggregate it with other data so that we can use it for statistical analysis and business planning.

### What are your rights over your personal data?

You have the right to request:

- The personal data we have stored, normally free of charge.
- That we correct your personal data when it is incorrect, out-of-date, or incomplete.
- That we stop sending direct marketing using your personal data.

You may withdraw your consent to us to use your personal data at any time by calling, emailing, or writing to us.

### Contacting the regulator

If you feel that we have not handled your data correctly, or you are unhappy with our response to any requests you make to us about the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can reach them by calling 0303 123 1113 or by going to www.ico.org.uk/concerns.

OK



### **Appendix C: Materials and questions for experiment three**

### Questions

Note: questions whose answers are emphasised by the control and interventions are in orange. The correct answers are underlined.

# **1.** Does Compareverything share your information with the other companies in its group of companies (ComparEnergy and ComparMobile)?

- Yes, always
- Yes, but only if you opt in
- No
- Don't know

# **2.** How much does it cost to see details of the information Compareverything Limited holds about you?

- There is no cost
- £5
- £10
- £50
- Not sure

3. What information does Compareverything collect about you? Please tick all that apply.

- Your IP address
- Your computer's make and model
- What links you clicked on
- None of the above
- Don't know

4. Does Compareverything sell your personal information to suppliers who may send you marketing material?

- Yes, but only to energy suppliers
- Yes, but only if you opt in
- No
- Don't know

5. Does Compareverything share your personal information with advertisers?

- <u>Yes</u>
- No
- Don't know
- 6. Which of these things does Compareverything do? [Tick all that apply]
  - Track which webpages you visit
  - <u>Track how long you stay on each webpage</u>
  - None of the above
  - Don't know

7. In which cases does Compareverything earn commission? [Tick all that apply]

- When they help you make a purchase from an insurance supplier
- When you see a quote on Compareverything, then subsequently visit that supplier's website yourself and complete a purchase



- When you see a quote on Compareverything, then subsequently call that supplier yourself and complete a purchase
- None of the above
- Don't know

# 8. When Compareverything shows a list of quotes, do they show only the quotes for which they take commission?

- Yes, but you can expand the search to include all options
- No, they always show all options
- No, they always show all options, but suppliers sometimes do pay for preferential ranking
- Don't know

### **Experiment three - Control**



### Page one

Imagine you are getting quotes to insure your pet. Your name is Arthur Pendragon. You live at Arthur's Castle, Windsor, SL4 1BQ

Your pet's name is Merlin. He is a male cat and is 3 years and 3 months old.

Your email address is arthur@theking.com



Your pet

Your details

### 1. Tell us about your pet

Pet's name	
Pet type	⊖ Dog ⊖ Cat ⊖ Rabbit ⊖ Horse
Is your pet male or female?	
How old is your pet?	years months

#### **Privacy Policy**

We collect your name, address, email address, phone number, financial information and sometimes sensitive information such as past criminal convictions. We also collect your IP address, your computer's make and model, and how you use our website, such as which links you click on. If you opt in, we sell your personal information - your name, address, physical address, and the products you looked at - to suppliers who may send you marketing material. Please note we always share your information with the other companies in our group (ComparEnergy and ComparMobile). When you ask for a quote, we share your information with insurers to enable us to obtain the quote (a full list of insurers can be found in our privacy policy). Credit agencies may record these searches. Where you opt in to receive information from us, we will send you communications in the form of newsletters. You can let us know whether you'd like to receive communications by email, phone call, texts, and/or letters. We receive commission from suppliers when we help you make a purchase from them or sign up to them, but not when you make the purchase yourself. Please see our privacy policy for more information.



### Page two

Imagine you are getting quotes to insure your pet. Your name is Arthur Pendragon. You live at Arthur's Castle, Windsor, SL4 1BQ

Your pet's name is Merlin. He is a male cat and is 3 years and 3 months old.

Your email address is arthur@theking.com



 Your pet
 Your details

 2. Your details

 First name

 Last name

 Address

 Email

Page three



Your pet

Your details

### 2. Your details

Let us contact you

I agree to Compareverything.com contacting me via:

Post Email Telephone

Text message 
Automated call

We would like to pass your details onto other insurance companies so that they can contact you, by the methods you consent to, with details of insurance and other services, products, and offers they provide. If you consent to us passing on your details for this purpose, please tick to confirm.

I agree O I do not agree O

I have read and understood the Compareverything.com privacy policy

### **Experiment three - Layered**

### Page one

Imagine you are getting quotes to insure your pet. Your name is Arthur Pendragon. You live at Arthur's Castle, Windsor, SL4 1BQ

Your pet's name is Merlin. He is a male cat and is 3 years and 3 months old. Your email address is arthur@theking.com

Your pet

Your details

Your details

Your details

A. Tell us about your pet

Pet's name

- Information we collect about you
- Information we collect about how you use Compareverything.com
- Oiving your information to others
- ${\ensuremath{\bigodot}}$  Sharing information with other companies in our group
- Oredit checks to obtain quotes
- Newsletters
- Our commission model

### Each layer on page one in the 'layered' intervention

#### Privacy Policy (click below for more information)

#### Information we collect about you

We collect your name, address, email address, phone number, financial information and sometimes sensitive information such as past criminal convictions. Learn more in our privacy policy.

- Information we collect about how you use Compareverything.com
- O Giving your information to others
- Sharing information with other companies in our group
- Oredit checks to obtain quotes
- Newsletters
- Our commission model

#### Privacy Policy (click below for more information)

- Information we collect about you
- Information we collect about how you use Compareverything.com

We also collect your IP address, your computer's make and model, and how you use our website, such as which links you click on. Learn more in our privacy policy.

- Solving your information to others
- Sharing information with other companies in our group
- Oredit checks to obtain quotes
- Newsletters
- Our commission model

#### Privacy Policy (click below for more information)

- Information we collect about you
- Information we collect about how you use Compareverything.com
- O Giving your information to others

If you opt in, we sell your personal information - your name, address, physical address, and the products you looked at - to suppliers who may send you marketing material. Learn more in our privacy policy.

- Sharing information with other companies in our group
- Oredit checks to obtain quotes
- Newsletters
- Our commission model

#### Privacy Policy (click below for more information)

- Information we collect about you
- S Information we collect about how you use Compareverything.com
- Solving your information to others
- Sharing information with other companies in our group

Please note we always share your information with the other companies in our group (ComparEnergy and ComparMobile). Learn more in our privacy policy.

- Oredit checks to obtain quotes
- Newsletters
- Our commission model

#### Privacy Policy (click below for more information)

- Information we collect about you
- Information we collect about how you use Compareverything.com
- O Giving your information to others
- Sharing information with other companies in our group
- Oredit checks to obtain quotes

When you ask for a quote, we share your information with insurers to enable us to obtain the quote (a full list of insurers can be found in our privacy policy). Credit agencies may record these searches. Learn more in our privacy policy.

- Newsletters
- Our commission model

#### Privacy Policy (click below for more information)

- Information we collect about you
- Information we collect about how you use Compareverything.com
- Oiving your information to others
- Sharing information with other companies in our group
- Oredit checks to obtain quotes
- Newsletters

Where you opt in to receive information from us, we will send you communications in the form of newsletters. You can let us know whether you'd like to receive communications by email, phone call, texts, and/or letters. Learn more in our privacy policy.

Our commission model

#### Privacy Policy (click below for more information)

- Information we collect about you
- S Information we collect about how you use Compareverything.com
- O Giving your information to others
- Sharing information with other companies in our group
- Oredit checks to obtain quotes
- Newsletters
- Our commission model

We receive commission from suppliers when we help you make a purchase from them or sign up to them, but not when you make the purchase yourself. Learn more in our privacy policy.

### Pages two and three

The 'layered' intervention has the same Page two and Page three as the control (see above).

### **Experiment three - Just in time**

### Page one

Imagine you are getting quotes to insure your pet. Your name is Arthur Pendragon. You live at Arthur's Castle, Windsor, SL4 1BQ

Your pet's name is Merlin. He is a male cat and is 3 years and 3 months old.

Your email address is arthur@theking.com



Your pet

Your deta

### 1. Tell us about your pet

Pet's name		
Pet type	⊚ Dog ⊚ Cat ⊚ Rabbit ⊚ Horse	We always share your information with the other companies in our group (ComparEnergy and ComparMobile).
Is your pet male or female?	Male Female	
How old is your pet?	years months	

#### **Privacy Policy**

We collect your name, address, email address, phone number, financial information and sometimes sensitive information such as past criminal convictions. We also collect your IP address, your computer's make and model, and how you use our website, such as which links you click on. If you opt in, we sell your personal information - your name, address, physical address, and the products you looked at - to suppliers who may send you marketing material. Please note we always share your information with the other companies in our group (ComparEnergy and ComparMobile). When you ask for a quote, we share your information with insurers to enable us to obtain the quote (a full list of insurers can be found in our privacy policy). Credit agencies may record these searches. Where you opt in to receive information from us, we will send you communications in the form of newsletters. You can let us know whether you'd like to receive communications by email, phone call, texts, and/or letters. We receive commission from suppliers when we help you make a purchase from them or sign up to them, but not when you make the purchase yourself. Please see our privacy policy for more information.

Your pet	Your de	tails
1. Tell us about your	pet	
Pet's name	Merlin	
Pet type	o Dog o Cat o Rabbit o Horse	
Is your pet male or female?	Male Female	When you ask for a quote, we share your information with insurers to enable us to obtain
How old is your pet?	years months	the quote (a full list of insurers can be found in our privacy policy). Credit agencies may
Privacy Policy		record these searches.
We collect your name, address, er	mail address, phone number, finai	ncial information and sometimes sensitive information

Your details Your pet 1. Tell us about your pet Pet's name Merlin Pet type Dog Ocat Rabbit Horse Male
 Female Is your pet male or female? How old is your pet? months years We receive commission from suppliers when we help you make a purchase from them or **Privacy Policy** sign up to them, but not when you make the purchase yourself.

We collect your name, address, email address, phone number, financial such as past criminal convictions. We also collect your IP address, your computer s make and model, and now you use

### Page two



Imagine you are getting quotes to insure your pet. Your name is Arthur Pendragon. You live at Arthur's Castle, Windsor, SL4 1BQ

Your pet's name is Merlin. He is a male cat and is 3 years and 3 months old.

Your email address is arthur@theking.com



Your pet

Your details

### 2. Your details

First name	We collect your name, address, email address,
Last name	phone number, financial information and sometimes sensitive information such as past
Address	criminal convictions.
Email	

Your pet	Your deta	ils
2. Your details		
First name		
Last name		We collect your IP address, your computer's make and model, and how you use our
Address		website, such as which links you click on.
Your pet	Your detail	s
2. Your details		
First name		
Last name		
Address		If you opt in, we sell your personal information - your name, address, physical address, and the products you looked at - to suppliers who
Email		may send you marketing material.
Your pet	Your details	5

## 2 Your dataile

2. Your details	
First name	
Last name	
Address	
Email	Where you opt in to receive information from us, we will send you communications in the form of newsletters. You can let us know whether you'd like to receive communications by email, phone call, texts, and/or letters.

### Page three

The 'just in time' intervention has the same Page three as the control (see above).

### **Experiment three - Icon summary**

### Page one

Imagine you are getting quotes to insure your pet. Your name is Arthur Pendragon. You live at Arthur's Castle, Windsor, SL4 1BQ

Your pet's name is Merlin. He is a male cat and is 3 years and 3 months old.

Your email address is arthur@theking.com

Compa	reverything.com
(	)
人名文	



Pet's name		
Pet type	⊖ Dog ⊖ Cat	
	Rabbit Horse	
Is your pet male or female?	⊖ Male ⊖ Female	
How old is your pet?	vears months	

We collect your IP address,

your computer's make and

model, and how you use our

website, such as which links

Ê₹

When you ask for a quote, we

share your information with

obtain the quote (a full list of

insurers can be found in our

insurers to enable us to

privacy policy). Credit

searches.

agencies may record these

you click on.



We collect your name, address, email address, phone number, financial information and sometimes sensitive information such as past criminal convictions.



We always share your information with the other companies in our group (ComparEnergy and ComparMobile).



We receive commission from suppliers when we help you make a purchase from them or sign up to them, but not when you make the purchase yourself.

Learn more in our privacy policy.



personal information -- your name, address, physical address, and the products you looked at -- to suppliers who may send you marketing material.

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Where you opt in to receive information from us, we will send you communications in the form of newsletters. You can let us know whether you'd like to receive communications by email, phone call, texts, and/or letters.

### Pages two and three

The 'icons illustration' intervention has the same Page two and Page three as the control (see above).

### **Experiment three - Full privacy policy**

## **Compareverything Privacy Policy**

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Compareverything Limited (We or us) are committed to protecting and respecting your privacy.

This policy explains how we will use and process personal information we collect from you through our website or call-centres.

## Your rights

You are entitled, at no charge, to see details of the information we hold about you. We will make all relevant changes to it if any of the information held is inaccurate. We will confirm to you that these changes have been made.

You have the right to ask us to remove personal information from our records. Please contact us if you would like us to do this, and we will consider your request.

## Information we may collect from you

We will collect the following information about you:

- Information you provide to us When you fill in forms on our websites or talk with us by phone, email, or live-chat, we collect the information you give us. Examples are information you give when you register for an account, put in information to obtain a price comparison or quote, register for the supply of services through a contract with a supplier on our websites, and when you report a problem with our websites. Personal information we collect includes your name, physical address, email address, phone number, and financial and credit card information. There are cases where you may need to give us some sensitive information. For example, in looking at car insurance quotes, you may need to give us information about past criminal convictions, and in looking at energy quotes, you may need to tell us about your health (for the energy supplier to assess whether you have any special requirements). By giving us this information, you consent to our use of it to give you relevant quotes and comparisons.
- Information we collect about you When you visit our websites, we automatically collect information about your computer, including the computer's make and model, your IP address, and how you use our website, such as what links you clicked on or when you opened our emails. We sometimes combine this information with the information you give us.
- Information we receive from other sources We receive information about you if you use any of the other websites we operate, including ComparEnergy and ComparMobile. We also work with two data insight companies who help us make sure your details are correct and up-to-date (Vita Aqua and SteelBlue).

## How we use your personal information

We use personal information about you for the following purposes:

- Fulfilling your requests:
  - to give you the information, products and services you request from us, such as giving you price comparison quotes and switching services
  - to administer a promotion or competition you entered on our websites
- Marketing:
  - to send you information about other goods and services we or our partner companies (ComparEnergy and ComparMobile) offer that are similar to those that you have already bought or asked about
  - to measure the effectiveness of our adverts, for example by tracking whether these advertisements are clicked on by users
  - To help us serve ads that are relevant and personalised to you when browsing the internet
  - to make suggestions and recommendations to you and other users based on what you look at and purchase on Compareverything or our other websites
- Service Improvements and site maintenance:
  - to help us present content in the most effective manner for you and your computer
  - to help us troubleshoot our website and do data analysis, testing, research, and surveys
  - to notify you about changes to our offers and your account

## Sharing your personal information

We share your personal information for all the reasons described above with the other companies in our group (ComparEnergy and ComparMobile).

We will also share your personal information with third parties in the following circumstances:

- When you ask for a quote, we share your information with insurers (Peabrew Insurance, The Teebow Group, Crimson Queen, Padre and Sons Limited, Artista Mixatic, Moorelaw, and The Mintrue Company) to enable us to obtain the quote. Some of these groups search external sources such as the electoral roll, county court judgements, bankruptcy registers, UK credit reference agencies, the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register, and the No Claims Discount Database. They do this to check and assess the information you give when asking for a quote. Credit agencies may record these searches, but they will not affect your credit rating.
- If you give us your driving licence number, we will pass it to the DVLA. They will
  do a search to confirm your licence status and endorsement/conviction data. A
  DVLA search will not show on your driving licence record. This is a new scheme
  that the DVLA is rolling out. If you give your driving licence number before the
  scheme is live, we will keep the number to use it for future quotes.

- Advertisers and advertising networks that require your personal data to select and show relevant adverts to you.
- Analytics and search engine optimisation companies, specifically Google, SteelBlue, and SpotBeem assist us in the improvement and optimisation of our site. We generally share your personal information with them in a form that does not directly identify you, but we cannot guarantee this.
- We also work with other third parties -- specifically, two IT companies who help us maintain our website (RW Websites and CO6 Creations), three direct marketing companies who support our email campaigns and other electronic communications with you (MailCow, Creationr, and SpotBeem), and two data insight companies helping us make sure your details are correct and up-to-date (Vita Aqua and SteelBlue). We share information with them in order to help us carry out the core functions of our business.
- In the event that we sell or buy any business or assets. In this situation, we may show your personal data to the prospective seller or buyer, along with its professional advisers. If Compareverything Limited is acquired by a third party, the personal information we hold about you and all our customers will be one of the transferred assets.
- As part of fraud protection efforts we undertake to protect the rights, property, and safety of our customers, ourselves, and others.

We give customers the opportunity to opt in to hear about similar offers to the products they are looking at. If you opt in to these opportunities, we may sell the personal data you give us that is relevant to the product search. The companies to which we sell this information include suppliers of the relevant products.

We may also sell to aggregate information or information that does not personally identify you to third parties.

## Communicating with you

Where you opt in to receive information from us, we will send you communications in the form of newsletters, news about product launches, reminders when products are due for renewal, updates on our promotions and other rewards programmes, and opportunities to participate in market research.

If you opt in to receive energy savings communications from us, we will use the data you give us about your postcode, energy supplier and annual usage to carry out regular searches of supplier tariffs in collaboration with our trusted third party Energy Helpline. We will contact you once per month to alert you if we find a tariff that meets your specifications (payment type, supplier rating and minimum annual savings threshold). You can opt out at any time.

## Where we store your personal information

Once we receive your information on our website or by email, telephone call, or live chat, we will use strict security processes and features to try to prevent unauthorised access.

We may transfer the information we collect from you to a country outside the European Economic Area (EEA). We may store it in this country outside the EEA, too. Staff operating outside the EEA working for us or one of our suppliers may process your data. The laws in these non-EEA countries may not provide the same level of legal protection for your information as in the EEA. When you submit your personal information, you effectively agree to this transfer, storing and processing. We will undertake all reasonably necessary precautions to make sure your data is treated securely.

## Cookies

We use cookies to identify you and distinguish you from other users of our website. This helps us give a good, personalised experience when you browse our website. It also allows us to improve our site and serve personalised advertising. You can adjust the settings on your browser to refuse cookies -- however, some of the services on our websites will not work without cookies.

To improve our service, we analyse customers' usage and activities on our website. To do this, we record your activity on our website, such as which pages you visit and how long you stay on them. We ask a third party, SpotBeem, to record this information on our behalf. We use cookies for this purpose. We only record your first name, and no other personal information you enter on our website (such as your full name or contact details) will be recorded by the third party.

We use Google Analytics to enable us to monitor how users use our website, including Remarketing and Advertising Reporting Features. As part of this activity, if you have a Google account and allow Google to connect your web and app browsing history to show you personalised ads, then Google will collect an identifier which allows them to identify your Google account when you are using Compareverything's website.

## Commission

In cases where we help you make a purchase from them or sign up to a supplier -- for example, you ask us to switch your energy supplier for you or take out an insurance policy on your behalf -- we earn a commission of between £1 and £350 per fulfilment. We earn this commission only if the switch is successful. To track successful sign-ups and purchases, we communicate with the supplier in question using personal data such as your address or driver's licence number as a tracking ID.

In cases where we list a product but you make the purchase, sign-up, or switch yourself, you will leave our site and enter the supplier's site. In these cases, we do not receive a fulfilment-based commission.

Note that we are not responsible for the privacy and data use policies of other websites. We try to partner with websites that maintain the same standards as are present on our own website, but we cannot guarantee their standards. If you click through to any of our product or service providers' own websites, you will be subject to that product or service provider's website terms, conditions and privacy policy, and we encourage you to read their policies.

When you search for a quote, we rank suppliers according to unbiased algorithms depending on your search criteria. We do not take commision from suppliers in exchange for preferential ranking.

The default search criteria is to show only suppliers for which Compareverything can help you make your purchase, sign-up, or switch. In this case, Compareverything will take a commission from fulfilment. However, you are always able to expand the search to include suppliers of products and services whose purchase or sign-up you will have to carry out yourself, for which Compareverything will not receive a commission.

## **Contacting the regulator**

If you feel that we have not handled your data correctly, or you are unhappy with our response to any requests you make to us about the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can reach them by calling 0303 123 1113 or by going to www.ico.org.uk/concerns.

OK

### **Appendix D: Materials and questions for experiment four**

Note: Correct answers are underlined.

### Questions

### 1. When you create a blog with Photoblogr, is your blog public?

- Yes, always
- Yes, but it can be changed to private in account settings
- No, but you can make the blog public by changing your account settings
- No, never
- Don't know

## 2. What information does Photoblogr store about your computer? Please tick all that apply.

- Browser type and version
- Your operating system and version
- None of the above
- Don't know

## **3.** Does Photoblogr share personal information with Zuum and the rest of Zuum's companies?

- Yes, there is no separation between Photoblogr and Zuum's other companies in terms of personal data storage and use
- Yes, but only if you opt
- Yes, but only in aggregated and anonymised form
- No
- Don't know

### 4. Can users who know your email address find your blog?

- Yes, always
- Yes, but you can opt out of this through your account settings
- Not initially, but you can opt in to this through your account settings
- No, never
- Don't know

# 5. Will Photoblogr access your email and phone contact lists, to find if any of your contacts are on Photoblogr?

- Yes, always
- Yes, unless you opt out
- Only if you ask them to
- No, they do not
- Don't know

### 6. Can you delete your account?

- No once you have created an account and posted at least one blog post, the account and blog post(s) will not be deletable
- Yes Photoblogr will delete your blog and posts, but *Reblogs* on other blogs of your posts will not be deleted
- Yes Photoblogr will delete all information related to your account including Reblogs
- Don't know

# 7. When you upload a photo from your phone, which of the following does Photoblogr access? Please tick all that apply.

- <u>Battery level measure</u>
- Signal strength measure
- <u>Camera</u>
- Photos
- None of the above
- Don't know

### 8. How does Photoblogr make money? [Tick all that apply]

- They sell your personal data to third parties
- Advertisers pay them to target you with relevant ads
- None of the above
- Don't know

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#### User content:

By default, all sharing through Photoblogr is public. When you post photos, articles, and other content, anyone can view it (unless you change your settings to make your blog private). Content that you post publicly is accessible to everyone, including search engines, and posting it through Photoblogr means you lose all privacy rights you might have had over the content.

Go back to the top

Account information:

We ask you for your username, password, age, and email address ("account information"). We use this information to personalise Photoblogr.

This privacy policy explains how we use the information we gather when you use Photoblogr, and the third party partners we share it with.

We also allow users to look for their friends by email address. However, they will only find you if you opt in to email lookup through your account settings.

Your posts, blogs, pages, and username are all visible to the public by default. However, you can keep yourself anonymous on Photoblogr by changing your account settings.

### Email communications with us:

We will occasionally send you emails and other communications. These fall under two categories.

Administrative communications are those which relate to your Photoblogr account, and you may not opt out from receiving them.

We also send you other kinds of emails, such as newsletters, which you can opt in to from your account settings page.

Information obtained from third party services:

We partner with two third party services, SteelBlue and TigreLe, that provide information about you, such as your gender. We use this information to develop new services and further personalise Photoblogr.

When you connect other apps and services to your Photoblogr account, those services often share information about you with us, as determined by their privacy policies.

Go back to the top

What data we collect and how we use it

## Photoblogr's privacy policy

Privacy Policy Last Modified: 2017-06-13

**Experiment four - Control** 

### **Table of Contents**

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- What this privacy policy covers
- What data we collect and how we use it
- With whom we share your information
- What information you can access
- Contacting us or the regulator

### How to delete your account

What this privacy policy covers



### Native actions:

Information about user content:

Liking, reblogging, and replying are public actions – anyone can see who liked, reblogged, or replied to a post. We use information about these actions to improve Photoblogr, develop new services, and personalise your Photoblogr experience, such as presenting you with new posts relevant to what you've liked, providing you with better search results, and showing you advertising more relevant to your interests.

In some cases, we may collect information about the photos you post. For example, when it's included as part of your images, we collect information about your camera and camera settings. This information allows us to improve Photoblogr by developing new features.

Information related to the use of Photoblogr: We collect information about how people use Photoblogr. We use internal tools and third party applications and services (SpotBeem and SteelBlue Analytics) to collect and analyse this information. Some of this information may also be associated with the Internet Protocol Address ("IP Address") you use to access

We also collect your IP Address when you make a post. We use this information for: providing users with personalised content and targeted advertising; identifying trending or popular content; and fighting spam, malware, and identity theft.

### Information related to your web browser:

Photoblogr and some may be connected with your account.

We record information from your web browser when you interact with Photoblogr, such as your browser type and version, what sort of device you are using, your operating system and version, the date and time of each request you make to Photoblogr, your screen display information, and information from any cookies we have placed on your web browser (as described below). We use web browser-related information to develop new products and to personalise Photoblogr.

Location information:

We collect and store information about your location, such as by using your IP Address as a proxy for location. We also sometimes ask you to provide your location, for example, to use your geolocation information from your mobile device to geotag a post. We use location information to personalise Photoblogr, for example by showing you relevant local content.

We ask you to provide your phone number to help us develop new products and improve Photoblogr, such as by enabling multi-factor authentication for account login. We will always ask you whether it's okay for us to collect and store your phone number.

We also collect your device's battery level and signal strength. When you upload photos from your device, we access your camera and photos.

#### Information collected using cookies and web tags:

Information related to your mobile device:

Cookies are text files that may be sent to and saved by your web browser when you access a website; your web browser stores these cookies in a way associated with each website you visit, and you can generally see your cookies through your browser settings. A web tag is code embedded in a web page or email that allows Photoblogr or a third party to see that you have looked at that page.

We use cookies and web tags to enable our servers to recognise your web browser and tell us how and when you use Photoblogr. Our cookies do not contain information that personally identifies you, and we don't combine the general information collected through cookies with other such information to tell us who you are. However, we do use cookies to identify that you have logged in and that your web browser has accessed Photoblogr. We also run limited-time studies using web tags, sometimes with third parties, to, for example, measure the effectiveness of our advertising or email.

Most web browsers have an option for turning off the cookies feature. If you disable cookies, you won't be able to log into your account, and so won't be able to use the vast majority of our services; as such, we don't recommend disabling your cookies when using Photoblogr.

Go back to the top

THE BEHAVIOURAL INSIGHTS TEAM

Go back to the top

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### Information you share with third party services:

Information shared with the public through Photoblogr:

Information we share with your consent or at your request:

ways outlined here, in the privacy policy you are reading right now.

Information disclosed for our protection and the protection of others:

and preventing fraud, spam, and malware), (iv) respond to user support requests, or (v) protect the rights, property, health or safety of us, our users, any third

parties or the public in general, including but not limited to situations involving possible violence, suicide, or self-harm. Go back to the top

Information about your contacts:

If you opt in, you can provide us with your contact lists, and we can connect you with people on Photoblogr that you know. For example, you can give us your mobile phone contact information through our mobile applications, which then allows us to provide you with a list of those contacts that use Photoblogr so that you can follow their blogs. We will give you a choice as to whether or not you provide us such information.

With whom we share your information

We never share information we receive from you unless we have your permission to share that information, we have given you prior notice that the information will be shared, and with whom (such as in this privacy policy), or the information is anonymised.

Information shared with and received from our corporate parents: We are a wholly-owned subsidiary of Zuum. Because we are a wholly-owned subsidiary, Zuum and the rest of our family of companies may receive any

information we do and may share information they have with us. Our family of companies may use the information they receive from us to help us provide, understand, and improve Photoblogr and in connection with their products and services. For details about how Zuum treats the information it collects, please review Zuum's privacy policy.

The content you create on Photoblogr is, by default, public. This means that anyone can see it, and that search engines can index it. However, you can adjust search engine indexing in your account settings.

You may access third party services through Photoblogr, for example by clicking on externally-pointing links. You may also choose to share information you post on Photoblogr with third party services (for example, by sharing posts on social media websites). This privacy policy only governs information we collect; you are responsible for reading and understanding those third party services' privacy policies.

Information disclosed pursuant to business transfers: Should we be acquired or go out of business, the transfer of assets from us to our buyer may include user information. They are allowed to use it only in the

We believe in freedom of expression, and, to a reasonable extent, we try to protect our community from baseless legal demands. That said, we also reserve the right to disclose any information we reasonably believe is necessary to (i) satisfy any law, regulation, legal process, governmental request, or governmental order, (ii) enforce this privacy policy and our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, trust and safety, or technical issues (including exchanging information with other companies and organisations for the purposes of improving security

If you ask us to release information that we have about your account, we will do so if reasonable and not unduly burdensome. We will not charge for this.

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Go back to the top

#### Information shared with other third parties:

What information you can access

All users can access and delete cookies through their web browser settings.

business with.

targeted ad services to third parties.

### How to delete your account

If you want to delete your account, you can do so from your account settings page or by emailing us and providing proof of authority over the account. Deleting your account may not fully remove the content you have published from our systems, as caching of, backups of, copies of, or references to your account information may not be able to be removed. In addition, given the nature of sharing on Photoblogr, some of the public activity on your account prior to deletion (such as reblogs of your blog posts) will remain stored on our servers and accessible to the public.

If you are a registered user, you can access most information associated with your account by logging into Photoblogr and checking your account settings page.

We may share or disclose non-private information, aggregate information, or other non-personally identifying information with people and entities that we do

You are free to delete your account at any time and for any reason. The deletion will be effective immediately.

### Contacting us or the regulator

You can contact us at privacy@photoblogr.com.

If you feel that we have not handled your data correctly, or you are unhappy with our response to any requests you make to us about the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can reach them by calling 0303 123 1113 or by going to www.ico.org.uk/concerns.

Go back to the top

We never sell your personal data to third parties. We do process your personal information, including how you use Photoblogr, and use this information to sell

THE

BEHAVIOURAL INSIGHTS TEAM.

Go back to the top

Go back to the top

### **Experiment four - Icon illustration**



### Photoblogr's privacy policy

Privacy Policy Last Modified: 2017-06-13

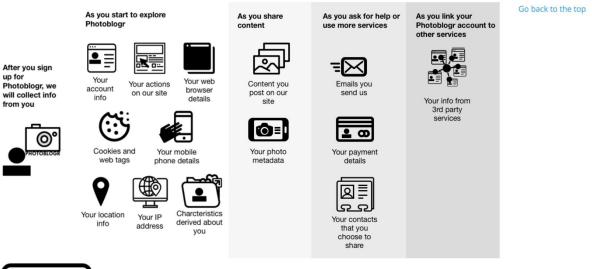


### What this privacy policy covers

This privacy policy explains how we use the information we gather when you use Photoblogr, and the third party partners we share it with.

Go back to the top

### What data we collect and how we use it





#### Account Information:

We ask you for your username, password, age, and email address ("account information"). We use this information to personalise Photoblogr.

We also allow users to look for their friends by email address. However, they will only find you if you opt in to email lookup through your account settings.

Your posts, blogs, pages, and username are all visible to the public by default. However, you can keep yourself anonymous on Photoblogr by changing your account settings.



#### **Email Communications with Us:**

We will occasionally send you emails and other communications. These fall under two categories.

Administrative communications are those which relate to your Photoblogr account, and you may not opt out from receiving them.

We also send you other kinds of emails, such as newsletters, which you can opt in to from your account settings page.

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#### Information obtained from third party services:

We partner with two third party services, SteelBlue and TigreLe, that provide information about you, such as your gender. We use this information to develop new services and further personalise Photoblogr.

When you connect other apps and services to your Photoblogr account, those services often share information about you with us, as determined by their privacy policies.

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#### User content:

By default, all sharing through Photoblogr is public. When you post photos, articles, and other content, anyone can view it (unless you change your settings to make your blog private). Content that you post publicly is accessible to everyone, including search engines, and posting it through Photoblogr means you lose all privacy rights you might have had over the content.

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#### Native actions:

Liking, reblogging, and replying are public actions – anyone can see who liked, reblogged, or replied to a post. We use information about these actions to improve Photoblogr, develop new services, and personalise your Photoblogr experience, such as presenting you with new posts relevant to what you've liked, providing you with better search results, and showing you advertising more relevant to your interests.

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#### Information about user content:

In some cases, we may collect information about the photos you post. For example, when it's included as part of your images, we collect information about your camera and camera settings. This information allows us to improve Photoblogr by developing new features.





#### Information related to the use of Photoblogr:

We collect information about how people use Photoblogr. We use internal tools and third party applications and services (SpotBeem and SteelBlue Analytics) to collect and analyse this information. Some of this information may also be associated with the Internet Protocol Address ("IP Address") you use to access Photoblogr and some may be connected with your account.

We also collect your IP Address when you make a post. We use this information for: providing users with personalised content and targeted advertising; identifying trending or popular content; and fighting spam, malware, and identity theft.

Go back to the top



#### Information related to your web browser:

We record information from your web browser when you interact with Photoblogr, such as your browser type and version, what sort of device you are using, your operating system and version, the date and time of each request you make to Photoblogr, your screen display information, and information from any cookies we have placed on your web browser (as described below). We use web browser-related information to develop new products and to personalise Photoblogr.

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#### Location information:

We collect and store information about your location, such as by using your IP Address as a proxy for location. We also sometimes ask you to provide your location, for example, to use your geolocation information from your mobile device to geotag a post. We use location information to personalise Photoblogr, for example by showing you relevant local content.

Go back to the top



#### Information related to your mobile device:

We ask you to provide your phone number to help us develop new products and improve Photoblogr, such as by enabling multi-factor authentication for account login. We will always ask you whether it's okay for us to collect and store your phone number.

We also collect your device's battery level and signal strength. When you upload photos from your device, we access your camera and photos.

Go back to the top



#### Information collected using cookies and web tags:

Cookies are text files that may be sent to and saved by your web browser when you access a website; your web browser stores these cookies in a way associated with each website you visit, and you can generally see your cookies through your browser settings. A web tag is code embedded in a web page or email that allows Photoblogr or a third party to see that you have looked at that page.

We use cookies and web tags to enable our servers to recognise your web browser and tell us how and when you use Photoblogr. Our cookies do not contain information that personally identifies you, and we don't combine the general information collected through cookies with other such information to tell us who you are. However, we do use cookies to identify that you have logged in and that your web browser has accessed Photoblogr. We also run limited-time studies using web tags, sometimes with third parties, to, for example, measure the effectiveness of our advertising or email.

Most web browsers have an option for turning off the cookies feature. If you disable cookies, you won't be able to log into your account, and so won't be able to use the vast majority of our services; as such, we don't recommend disabling your cookies when using Photoblogr.



#### Information about your contacts:

If you opt in, you can provide us with your contact lists, and we can connect you with people on Photoblogr that you know. For example, you can give us your mobile phone contact information through our mobile applications, which then allows us to provide you with a list of those contacts that use Photoblogr so that you can follow their blogs. We will give you a choice as to whether or not you provide us such information.

Go back to the top

### With whom we share your information

We never share information we receive from you unless we have your permission to share that information, we have given you prior notice that the information will be shared, and with whom (such as in this privacy policy), or the information is anonymised.



#### Information shared with and received from our corporate parents:

We are a wholly-owned subsidiary of Zuum. Because we are a wholly-owned subsidiary, Zuum and the rest of our family of companies may receive any information we do and may share information they have with us. Our family of companies may use the information they receive from us to help us provide, understand, and improve Photoblogr and in connection with their products and services. For details about how Zuum treats the information it collects, please review Zuum's privacy policy.

Go back to the top



#### Information shared with the public through Photoblogr:

The content you create on Photoblogr is, by default, public. This means that anyone can see it, and that search engines can index it. However, you can adjust search engine indexing in your account settings.

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#### Information you share with third party services:

You may access third party services through Photoblogr, for example by clicking on externally-pointing links. You may also choose to share information you post on Photoblogr with third party services (for example, by sharing posts on social media websites). This privacy policy only governs information we collect; you are responsible for reading and understanding those third party services' privacy policies.

Go back to the top



#### Information disclosed pursuant to business transfers:

Should we be acquired or go out of business, the transfer of assets from us to our buyer may include user information. They are allowed to use it only in the ways outlined here, in the privacy policy you are reading right now.

Go back to the top



#### Information disclosed for our protection and the protection of others:

We believe in freedom of expression, and, to a reasonable extent, we try to protect our community from baseless legal demands. That said, we also reserve the right to disclose any information we reasonably believe is necessary to (i) satisfy any law, regulation, legal process, governmental request, or governmental order, (ii) enforce this privacy policy and our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, trust and safety, or technical issues (including exchanging information with other companies and organisations for the purposes of improving security and preventing fraud, spam, and malware), (iv) respond to user support requests, or (v) protect the rights, property, health or safety of us, our users, any third parties or the public in general, including but not limited to situations involving possible violence, suicide, or self-harm.





#### Information we share with your consent or at your request:

If you ask us to release information that we have about your account, we will do so if reasonable and not unduly burdensome. We will not charge for this.

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#### Information shared with other third parties:

We may share or disclose non-private information, aggregate information, or other non-personally identifying information with people and entities that we do business with.

We never sell your personal data to third parties. We do process your personal information, including how you use Photoblogr, and use this information to sell targeted ad services to third parties.

Go back to the top

### What information you can access



If you are a registered user, you can access most information associated with your account by logging into Photoblogr and checking your account settings page. All users can access and delete cookies through their web browser settings.

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### How to delete your account



If you want to delete your account, you can do so from your account settings page or by emailing us and providing proof of authority over the account. Deleting your account may not fully remove the content you have published from our systems, as caching of, backups of, copies of, or references to your account information may not be able to be removed. In addition, given the nature of sharing on Photoblogr, some of the public activity on your account prior to deletion (such as reblogs of your blog posts) will remain stored on our servers and accessible to the public.

You are free to delete your account at any time and for any reason. The deletion will be effective immediately.

Go back to the top

### Contacting us or the regulator

You can contact us at privacy@photoblogr.com.

If you feel that we have not handled your data correctly, or you are unhappy with our response to any requests you make to us about the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can reach them by calling 0303 123 1113 or by going to www.ico.org.uk/concerns.

### **Experiment four - Sam**



## Photoblogr's privacy policy

Privacy Policy Last Modified: 2017-06-13

MEET SAM.

Sam is a Photoblogr customer who enjoys blogging about recipes and food.

Throughout the privacy policy, you will see Sam encounter a number of possible situations regarding his privacy choices.

#### **Table of Contents**

- What this privacy policy covers
- What data we collect and how we use it
- With whom we share your information
- What information you can access
- How to delete your account
- Contacting us or the regulator

### What this privacy policy covers

This privacy policy explains how we use the information we gather when you use Photoblogr, and the third party partners we share it with.

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### What data we collect and how we use it

#### **Account Information:**

We ask you for your username, password, age, and email address ("account information"). We use this information to personalise Photoblogr.

We also allow users to look for their friends by email address. However, they will only find you if you opt in to email lookup through your account settings.

Your posts, blogs, pages, and username are all visible to the public by default. However, you can keep yourself anonymous on Photoblogr by changing your account settings.

#### SAM WANTS PEOPLE TO FIND HIS PAGE USING HIS EMAIL ADDRESS



Sam creates a Photoblogr page to organise his favourite pictures of food. As Sam wants to help his friends find his account, he opts in to email lookup in his Account Settings. This allows Sam's friends to look for his blog if they know his email address.

#### **Email Communications with Us:**

We will occasionally send you emails and other communications. These fall under two categories.

Administrative communications are those which relate to your Photoblogr account, and you may not opt out from receiving them.

We also send you other kinds of emails, such as newsletters, which you can opt in to from your account settings page.

### SAM WANTS LESS EMAIL

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It's spring cleaning time, and Sam is cleaning out his email inbox. Sam wants to receive emails about new followers, but, since he checks Photoblogr regularly, he does not want to receive emails about new replies or Photoblogr news.

Sam can customise his email settings by going to his Account Settings and deselecting the Photoblogr news option.

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#### Information obtained from third party services:

We partner with two third party services, SteelBlue and TigreLe, that provide information about you, such as your gender. We use this information to develop new services and further personalise Photoblogr.

When you connect other apps and services to your Photoblogr account, those services often share information about you with us, as determined by their privacy policies.

#### SAM CONNECTS PHOTOBLOGR WITH HIS SOCIAL MEDIA PROFILE



Sam wants to share a picture of his favorite recipe with his friends on social media. He selects the option to share photos to his timeline in his account settings.

Sam can now share his Photoblogr photos on his social media profile, and Photoblogr now has any information that the social media website's privacy policy allows the site to share with third party websites.

Go back to the top

#### **User content:**

By default, all sharing through Photoblogr is public. When you post photos, articles, and other content, anyone can view it (unless you change your settings to make your blog private). Content that you post publicly is accessible to everyone, including search engines, and posting it through Photoblogr means you lose all privacy rights you might have had over the content.

#### SAM'S POSTS ARE ACCESSIBLE TO SEARCH ENGINES



This week, Sam noticed that many comments are coming from Vietnamese readers. The reason is that a TV show in Vietnam featured dairy-free banana bread. Sam had previously posted a recipe about dairy-free banana bread. When fans of the TV show searched for a banana bread recipe online, they found Sam's blog.

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#### Native actions:

Liking, reblogging, and replying are public actions – anyone can see who liked, reblogged, or replied to a post. We use information about these actions to improve Photoblogr, develop new services, and personalise your Photoblogr experience, such as presenting you with new posts relevant to what you've liked, providing you with better search results, and showing you advertising more relevant to your interests.

#### SAM GETS CUSTOMISED POSTS BASED ON HIS LIKES



Sam browses through a few Photoblogr blogs and likes a number of photos about tacos. Photoblogr may use these likes to help personalise Sam's Photoblogr experience.

The next time Sam uses Photoblogr, he may see posts about tacos in his browsing content and may see advertisements related to tacos.

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### Information related to your mobile device:

We ask you to provide your phone number to help us develop new products and improve Photoblogr, such as by enabling multi-factor authentication for account login. We will always ask you whether it's okay for us to collect and store your phone number.

We also collect your device's battery level and signal strength. When you upload photos from your device, we access your camera and photos.

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### Location information:

We collect and store information about your location, such as by using your IP Address as a proxy for location. We also sometimes ask you to provide your location, for example, to use your geolocation information from your mobile device to geotag a post. We use location information to personalise Photoblogr, for example by showing you relevant local content.

#### SAM'S LOCATION INFORMATION IS GEOTAGGED.

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Sam doesn't geotag the post, but Photoblogr can still convert Sam's IP address at the time he posted the photo into a rough

Sam geotags one of his posts to share that he was visiting his grandfather in Birmingham. The next day, Sam posts another photo.

geolocation. Photoblogr uses this location information to provide local content and advertising.

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## Information related to the use of Photoblogr:

We collect information about how people use Photoblogr. We use internal tools and third party applications and services (SpotBeem and SteelBlue Analytics) to collect and analyse this information. Some of this information may also be associated with the Internet Protocol Address ("IP Address") you use to access Photoblogr and some may be connected with your account.

In some cases, we may collect information about the photos you post. For example, when it's included as part of your images, we collect information about your

When Sam uploads photos taken with his camera to his blog, Photoblogr can collect information about the camera, its settings, and

camera and camera settings. This information allows us to improve Photoblogr by developing new features.

his phone's battery level and signal strength.

We also collect your IP Address when you make a post. We use this information for: providing users with personalised content and targeted advertising; identifying trending or popular content; and fighting spam, malware, and identity theft.

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#### Information related to your web browser:

We record information from your web browser when you interact with Photoblogr, such as your browser type and version, what sort of device you are using, your operating system and version, the date and time of each request you make to Photoblogr, your screen display information, and information from any cookies we have placed on your web browser (as described below). We use web browser-related information to develop new products and to personalise Photoblogr.

#### SAM'S BROWSER INFORMATION IS COLLECTED.









Information about user content:

#### © Behavioural Insights Ltd

#### Information collected using cookies and web tags:

Cookies are text files that may be sent to and saved by your web browser when you access a website; your web browser stores these cookies in a way associated with each website you visit, and you can generally see your cookies through your browser settings. A web tag is code embedded in a web page or email that allows Photoblogr or a third party to see that you have looked at that page.

We use cookies and web tags to enable our servers to recognise your web browser and tell us how and when you use Photoblogr. Our cookies do not contain information that personally identifies you, and we don't combine the general information collected through cookies with other such information to tell us who you are. However, we do use cookies to identify that you have logged in and that your web browser has accessed Photoblogr. We also run limited-time studies using web tags, sometimes with third parties, to, for example, measure the effectiveness of our advertising or email.

Most web browsers have an option for turning off the cookies feature. If you disable cookies, you won't be able to log into your account, and so won't be able to use the vast majority of our services; as such, we don't recommend disabling your cookies when using Photoblogr.

#### SAM MUST DECIDE ABOUT COOKIES.

Sam reads an article about web cookies and decides to disable cookies on his browser. Later, he attempts to log in to his Photoblogr account but can't log in.

Because cookies are necessary to log in, Sam must choose between disabling cookies and using the Photoblogr features that require him to log in, such as managing his blog. If Sam keeps cookies disabled, he can still look at Photoblogr posts and do other actions on Photoblogr that do not require an account.

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#### Information about your contacts:

If you opt in, you can provide us with your contact lists, and we can connect you with people on Photoblogr that you know. For example, you can give us your mobile phone contact information through our mobile applications, which then allows us to provide you with a list of those contacts that use Photoblogr so that you can follow their blogs. We will give you a choice as to whether or not you provide us such information.

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### With whom we share your information

We never share information we receive from you unless we have your permission to share that information, we have given you prior notice that the information will be shared, and with whom (such as in this privacy policy), or the information is anonymised

#### Information shared with and received from our corporate parents:

We are a wholly-owned subsidiary of Zuum. Because we are a wholly-owned subsidiary, Zuum and the rest of our family of companies may receive any information we do and may share information they have with us. Our family of companies may use the information they receive from us to help us provide, understand, and improve Photoblogr and in connection with their products and services. For details about how Zuum treats the information it collects, please review Zuum's privacy policy.

#### SAM'S INFORMATION IS SHARED WITH OUR PARENT COMPANY.



Anything Sam shares with Photoblogr can be shared with Zuum. Sam has to read the Zuum privacy policy in order to learn how they treat the information they collect.





#### Information shared with the public through Photoblogr:

The content you create on Photoblogr is, by default, public. This means that anyone can see it, and that search engines can index it. However, you can adjust search engine indexing in your account settings.

SAM IS CONCERNED ABOUT SEARCH ENGINES SHOWING HIS POSTS.



Sam notices that one of his recipes has started showing up when people search "bad recipes." He wants to prevent this from happening.

Sam can hide his blog from Photoblogr search results.

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#### Information you share with third party services:

You may access third party services through Photoblogr, for example by clicking on externally-pointing links. You may also choose to share information you post on Photoblogr with third party services (for example, by sharing posts on social media websites). This privacy policy only governs information we collect; you are responsible for reading and understanding those third party services' privacy policies.

#### SAM'S AD CLICKS ARE GOVERNED BY OTHERS' PRIVACY POLICIES.



Sam clicks on an ad about kitchen blenders that shows up on his blog. Sam's information on the blender website is governed by that website's privacy policy, not by Photoblogr's.

#### Go back to the top

#### Information disclosed pursuant to business transfers:

Should we be acquired or go out of business, the transfer of assets from us to our buyer may include user information. They are allowed to use it only in the ways outlined here, in the privacy policy you are reading right now.

#### SAM'S INFORMATION IS SHARED IN ANY FUTURE BUSINESS ACQUISITION.



Photoblogr is acquired by PhotoblogrPlus. Sam's user information, such as his account and his interactions with Photoblogr, will be transferred to PhotoblogrPlus. PhotoblogrPlus can only use this information in the same ways that Photoblogr could, as outlined in this privacy policy.

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#### Information disclosed for our protection and the protection of others:

We believe in freedom of expression, and, to a reasonable extent, we try to protect our community from baseless legal demands. That said, we also reserve the right to disclose any information we reasonably believe is necessary to (i) satisfy any law, regulation, legal process, governmental request, or governmental order, (ii) enforce this privacy policy and our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, trust and safety, or technical issues (including exchanging information with other companies and organisations for the purposes of improving security and preventing fraud, spam, and malware), (iv) respond to user support requests, or (v) protect the rights, property, health or safety of us, our users, any third parties or the public in general, including but not limited to situations involving possible violence, suicide, or self-harm.

#### SAM'S INFORMATION IS SHARED FOR SECURITY PURPOSES.



Photoblogr decides to work with another company to improve security on the site. Photoblogr has the right to share information, including Sam's user information, with the security company.



#### Information we share with your consent or at your request:

If you ask us to release information that we have about your account, we will do so if reasonable and not unduly burdensome. We will not charge for this.

SAM WANTS TO GET HIS ACCOUNT INFORMATION.



Sam's account on another website has been hacked, and he wants to check whether his Photoblogr account has been hacked as well. Sam can email Photoblogr using the contact form to ask for information about his account activity. As long as Sam's request isn't unduly burdensome, Photoblogr will provide Sam with the requested information about his account.

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#### Information shared with other third parties:

We may share or disclose non-private information, aggregate information, or other non-personally identifying information with people and entities that we do business with.

We never sell your personal data to third parties. We do process your personal information, including how you use Photoblogr, and use this information to sell targeted ad services to third parties.

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PHOTOBLOGR SELLS TARGETED AD SERVICES TO THIRD PARTIES

Photoblogr earns revenue by allowing advertisers to target ads to, for example, males who blog about food, and Sam would see

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# What information you can access

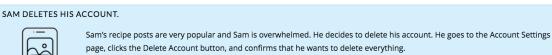
If you are a registered user, you can access most information associated with your account by logging into Photoblogr and checking your account settings page. All users can access and delete cookies through their web browser settings.

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# How to delete your account

If you want to delete your account, you can do so from your account settings page or by emailing us and providing proof of authority over the account. Deleting your account may not fully remove the content you have published from our systems, as caching of, backups of, copies of, or references to your account information may not be able to be removed. In addition, given the nature of sharing on Photoblogr, some of the public activity on your account prior to deletion (such as reblogs of your blog posts) will remain stored on our servers and accessible to the public.

You are free to delete your account at any time and for any reason. The deletion will be effective immediately.



Sam's posts and other user information will be deleted immediately. Sam's followers' reblogs of Sam's posts will not be deleted.

# Contacting us or the regulator

You can contact us at privacy@photoblogr.com.

If you feel that we have not handled your data correctly, or you are unhappy with our response to any requests you make to us about the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can reach them by calling 0303 123 1113 or by going to www.ico.org.uk/concerns.

SAM IS UNHAPPY WITH HOW PHOTOBLOGR HAS TREATED HIS PERSONAL INFORMATION



Sam can lodge a complaint with the Information Commissioner's Office by calling 0303 123 1113 or by going to www.ico.org.uk/concerns.

# **Experiment four - Choice emphasis**



# Photoblogr's privacy policy

Privacy Policy Last Modified: 2017-06-13

CHOICES YOU CAN MAKE IN THIS POLICY			
Opt in to Email Lookup	Opt in to newsletters from	Opt out of Search Engine	Delete Your Account
Read more	Photoblogr	Indexing	Read more
	Read more	Read more	

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- Contacting us or the regulator

# What this privacy policy covers

This privacy policy explains how we use the information we gather when you use Photoblogr, and the third party partners we share it with.

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# What data we collect and how we use it

#### **Account Information:**

We ask you for your username, password, age, and email address ("account information"). We use this information to personalise Photoblogr.

We also allow users to look for their friends by email address. However, they will only find you if you opt in to email lookup through your account settings.

Your posts, blogs, pages, and username are all visible to the public by default. However, you can keep yourself anonymous on Photoblogr by changing your account settings.

# Want to opt in to email lookup?

If you want others to look up your Photoblogr account based on your email, click this button to opt in.

Turn on Email lookup

#### **Email Communications with Us:**

We will occasionally send you emails and other communications. These fall under two categories.

Administrative communications are those which relate to your Photoblogr account, and you may not opt out from receiving them.

We also send you other kinds of emails, such as newsletters, which you can opt in to from your account settings page.

# Want to opt in to newsletters from Photoblogr?

We partner with two third party services, SteelBlue and TigreLe, that provide information about you, such as your gender. We use this information to develop

make your blog private). Content that you post publicly is accessible to everyone, including search engines, and posting it through Photoblogr means you lose all

Liking, reblogging, and replying are public actions - anyone can see who liked, reblogged, or replied to a post. We use information about these actions to improve Photoblogr, develop new services, and personalise your Photoblogr experience, such as presenting you with new posts relevant to what you've liked, providing

If you do want receive emails from Photoblogr, click this button to opt in.

Information obtained from third party services:

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#### Go back to the top

#### When you connect other apps and services to your Photoblogr account, those services often share information about you with us, as determined by their privacy policies.

privacy rights you might have had over the content.

new services and further personalise Photoblogr.

By default, all sharing through Photoblogr is public. When you post photos, articles, and other content, anyone can view it (unless you change your settings to

Native actions:

User content:

Information about user content:

you with better search results, and showing you advertising more relevant to your interests.

camera and camera settings. This information allows us to improve Photoblogr by developing new features.

#### Information related to the use of Photoblogr:

collect and analyse this information. Some of this information may also be associated with the Internet Protocol Address ("IP Address") you use to access Photoblogr and some may be connected with your account.

We also collect your IP Address when you make a post. We use this information for: providing users with personalised content and targeted advertising; identifying trending or popular content; and fighting spam, malware, and identity theft.

We collect information about how people use Photoblogr. We use internal tools and third party applications and services (SpotBeem and SteelBlue Analytics) to

# In some cases, we may collect information about the photos you post. For example, when it's included as part of your images, we collect information about your

THE **BEHAVIOURAL INSIGHTS TEAM** 

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#### Information related to your web browser:

example by showing you relevant local content.

Information about your contacts:

# Location information:

Photoblogr.

#### Information related to your mobile device:

Information collected using cookies and web tags:

# We ask you to provide your phone number to help us develop new products and improve Photoblogr, such as by enabling multi-factor authentication for account login. We will always ask you whether it's okay for us to collect and store your phone number.

location, for example, to use your geolocation information from your mobile device to geotag a post. We use location information to personalise Photoblogr, for

We record information from your web browser when you interact with Photoblogr, such as your browser type and version, what sort of device you are using, your operating system and version, the date and time of each request you make to Photoblogr, your screen display information, and information from any cookies we have placed on your web browser (as described below). We use web browser-related information to develop new products and to personalise

We also collect your device's battery level and signal strength. When you upload photos from your device, we access your camera and photos.

Cookies are text files that may be sent to and saved by your web browser when you access a website; your web browser stores these cookies in a way associated with each website you visit, and you can generally see your cookies through your browser settings. A web tag is code embedded in a web page or email that allows Photoblogr or a third party to see that you have looked at that page.

We use cookies and web tags to enable our servers to recognise your web browser and tell us how and when you use Photoblogr. Our cookies do not contain information that personally identifies you, and we don't combine the general information collected through cookies with other such information to tell us who you are. However, we do use cookies to identify that you have logged in and that your web browser has accessed Photoblogr. We also run limited-time studies using web tags, sometimes with third parties, to, for example, measure the effectiveness of our advertising or email.

Most web browsers have an option for turning off the cookies feature. If you disable cookies, you won't be able to log into your account, and so won't be able to use the vast majority of our services; as such, we don't recommend disabling your cookies when using Photoblogr.

If you opt in, you can provide us with your contact lists, and we can connect you with people on Photoblogr that you know. For example, you can give us your mobile phone contact information through our mobile applications, which then allows us to provide you with a list of those contacts that use Photoblogr so that you can follow their blogs. We will give you a choice as to whether or not you provide us such information.

We never share information we receive from you unless we have your permission to share that information, we have given you prior notice that the information

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#### Information shared with and received from our corporate parents:

will be shared, and with whom (such as in this privacy policy), or the information is anonymised.

With whom we share your information

We are a wholly-owned subsidiary of Zuum. Because we are a wholly-owned subsidiary, Zuum and the rest of our family of companies may receive any information we do and may share information they have with us. Our family of companies may use the information they receive from us to help us provide, understand, and improve Photoblogr and in connection with their products and services. For details about how Zuum treats the information it collects, please review Zuum's privacy policy.

Go back to the top



We collect and store information about your location, such as by using your IP Address as a proxy for location. We also sometimes ask you to provide your

Go back to the top

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# What information you can access

Information shared with other third parties:

If you are a registered user, you can access most information associated with your account by logging into Photoblogr and checking your account settings page. All users can access and delete cookies through their web browser settings.

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# Information shared with the public through Photoblogr:

The content you create on Photoblogr is, by default, public. This means that anyone can see it, and that search engines can index it. However, you can adjust search engine indexing in your account settings.

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# Want to opt out of search engine indexing?

If you do not want your Photoblogr page, photos, and posts to be searchable on Photoblogr's search, or on external search engines like Google, Bing, and Yahoo, click this button to opt out.

Turn Off Search Engine Indexing

#### Information you share with third party services:

Information disclosed pursuant to business transfers:

Information disclosed for our protection and the protection of others:

You may access third party services through Photoblogr, for example by clicking on externally-pointing links. You may also choose to share information you post on Photoblogr with third party services (for example, by sharing posts on social media websites). This privacy policy only governs information we collect; you are responsible for reading and understanding those third party services' privacy policies.

Should we be acquired or go out of business, the transfer of assets from us to our buyer may include user information. They are allowed to use it only in the ways outlined here, in the privacy policy you are reading right now.

We believe in freedom of expression, and, to a reasonable extent, we try to protect our community from baseless legal demands. That said, we also reserve the right to disclose any information we reasonably believe is necessary to (i) satisfy any law, regulation, legal process, governmental request, or governmental order, (ii) enforce this privacy policy and our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, trust and safety, or technical issues (including exchanging information with other companies and organisations for the purposes of improving security and preventing fraud, spam, and malware), (iv) respond to user support requests, or (v) protect the rights, property, health or safety of us, our users, any third parties or the public in general, including but not limited to situations involving possible violence, suicide, or self-harm.

Information we share with your consent or at your request:

If you ask us to release information that we have about your account, we will do so if reasonable and not unduly burdensome. We will not charge for this.

We may share or disclose non-private information, aggregate information, or other non-personally identifying information with people and entities that we do business with.

We never sell your personal data to third parties. We do process your personal information, including how you use Photoblogr, and use this information to sell targeted ad services to third parties.

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# How to delete your account

If you want to delete your account, you can do so from your account settings page or by emailing us and providing proof of authority over the account. Deleting your account may not fully remove the content you have published from our systems, as caching of, backups of, copies of, or references to your account information may not be able to be removed. In addition, given the nature of sharing on Photoblogr, some of the public activity on your account prior to deletion (such as reblogs of your blog posts) will remain stored on our servers and accessible to the public.

You are free to delete your account at any time and for any reason. The deletion will be effective immediately.

# Want to delete your Photoblogr account?

If you want to remove your account and information from Photoblogr, click this button to begin the Account Deletion process.

**Delete Your Account** 

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# Contacting us or the regulator

You can contact us at privacy@photoblogr.com.

If you feel that we have not handled your data correctly, or you are unhappy with our response to any requests you make to us about the use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

You can reach them by calling 0303 123 1113 or by going to www.ico.org.uk/concerns.

# **Appendix E: Materials and questions for experiment five**

# Questions

Note: questions whose answers are emphasised by the 'summary table' intervention are in orange. Correct answers are underlined.

# 1. What is the notice period if you want to terminate the contract early?

- No notice period
- 10 days
- <u>30 days</u>
- 2 months
- Don't know

2. If Chataphone raises prices in April in line with the government's published retail price index, is this sufficient to allow you to leave without paying an Early Termination Fee?

- <u>No</u>
- Yes
- Don't know

3. Which of the following are other times you can terminate the contract without paying an Early Termination Fee? [Tick all that apply]

- When you are within your 14-day cooling off period
- When the 24-month minimum contract period has finished
- When 12 months (half of the 24-month minimum period) has passed
- Don't know

4. What is the Early Termination Fee, if you leave after the cooling off period but before the 24-month minimum contract period is finished?

- There is no Early Termination Fee.
- £30
- 30% of your remaining monthly payments
- <u>80% of your remaining monthly payments</u>
- Don't know

# 5. When the minimum period of 24 months finishes, what will the monthly charge be?

- It will be the same as during the 24-month contract
- The monthly charge will go down now that you have paid off your handset
- The monthly charge will go up once the 24-month contract is over
- Don't know

# 6. If your handset is lost or stolen and someone else uses it to make calls, will you need to pay for their usage?

- Yes, you must pay for usage up to a certain amount, depending on when you tell Chataphone it's been lost or stolen
- No, so long as you tell Chataphone it's been lost or stolen at some point they will cancel all the charges
- No, you will not be charged for other people's usage on your SIM card
- Don't know

# 7. Does Chataphone release details about your payments, balance and physical address to credit-reference agencies?

# THE BEHAVIOURAL INSIGHTS TEAM.

- Yes, but only if you ask them to
- <u>Yes</u>
- Yes, but only if you miss a payment
- No, they do not
- Don't know

# 8. Will you need to pay more if you pay Chataphone using a credit card?

- Yes
- No
- Don't know

# **Experiment five - Control**

Chatabhond Account | FAQs | Coverage | Contact us | Community | Support

1. Cooling off period

2. Minimum Period

3. Charges

- 4. Lost or stolen handset
- 5. Changes to the Charges, Services and this Agreement
- 6. Credit reference and fraud prevention agencies
- 7. Contacting us and the regulator

#### 1. Cooling off period

1.1 After agreeing to the terms in this Agreement, you have a 14-day cooling off period in which you can cancel the Agreement.

1.2 If you do cancel the Agreement within the cooling off period, you will still pay for your usage during this time but will not pay any Early Termination Fee.

1.3 Your cooling off period is there for you to decide whether you really want to stay with Chataphone. If you decide you do not wish to stay with us, you can leave during your first 14 days without incurring an Early Termination Fee.

1.4 The Early Termination Fee is 80% of all outstanding payments. We discuss when you incur it in Sections 2 and 5.

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#### 2. Minimum Period

2.1 This Agreement will continue for the Minimum Period (24 months) and thereafter, at the same monthly minimum charge, unless and until terminated by either you or Chataphone.

2.2 Where no Minimum Period applies, this Agreement will continue unless and until terminated by either you or Chataphone.

2.3 Once the 24 months is up, you can keep using the Services at the same monthly minimum charge, unless and until the Agreement is terminated by you or Chataphone.

2.4 If you end the contract before the end of the Minimum Period, you will need to pay an Early Termination Fee equal to 80% of your remaining monthly payments.

- 2.4.1 This applies when this Agreement comes to an end, except if Chataphone ends this Agreement by giving you 30 days' written notice or because Chataphone is permanently unable to provide the Services to you, for example due to bankruptcy proceedings against it.
- 2.4.2 This also does not apply if you end the Agreement due to a specific issue that Chataphone has caused that disadvantages you.

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#### 3. Charges

3.1 You must pay all Charges due under this Agreement (whether you use the handset and SIM Card or not). The minimum price for the Services provided under this Agreement is the cost of all the Plan Charges for the Minimum Period.

3.2 Most customers pay by direct debit. If you choose to pay your bill by credit or debit card you will not be charged any additional fees.

3.3 In addition to the minimum price, some Charges are for the Out of Plan Services. These Charges for Out of Plan Services are subject to change, so check our website to find out what they are.

3.4 The Charges for the Services will be calculated according to your Plan and our List of Charges Guide. Note that The List of Charges Guide may change from time to time.

3.5 We will send you a monthly text detailing the total amount of Charges (including VAT) for each billing period and the payment due date. You can access a full itemisation of the Charges incurred and usage online at Chataphone.co.uk/myaccount.

3.6 You must pay all the Charges arising under this Agreement, and this is true whether the use is by you or anyone else using your handset and/or SIM Card with or without your knowledge.

3.7 Charges are payable to us by direct debit on the dates notified to you once we set up your Services. You can choose to make payment of the Charges due by debit or credit card, and you will not be charged any extra administration fees for doing so. You must pay the Charges (including VAT) within 14 days of the date of any bill.

3.8 If a direct debit is dishonoured or cancelled, we will attempt to collect again within 5 days.

# THE BEHAVIOURAL INSIGHTS TEAM.

#### 4. Lost or stolen handset

4.1 If your handset is lost, damaged or stolen, you will still have to pay all the Plan Charges for the Minimum Period. If someone finds or steals your handset and uses it to make calls, you will have to pay some of the Charges they incur. If you tell Chataphone within 24 hours from the time the handset was lost or stolen, Chataphone will charge you up to a maximum of £100 of Charges.

4.2 If you tell Chataphone after 24 hours but within 5 days of the handset being lost or stolen, you will have to pay any Charges incurred up to a maximum of £500. If you fail to tell Chataphone within 5 days from the date that your handset is lost or stolen, you will still have to pay all of the Charges incurred until the time you report it missing to Chataphone.

4.3 If you lose your equipment, we strongly recommend changing all your passwords.

4.4 If you lose your equipment, we strongly recommend filing a police report.

4.5 If you lose and then find your equipment, but someone has used it during the intervening period, and if you have not told Chataphone, you must still pay for their usage.

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#### 5. Changes to the Charges, Services and this Agreement

5.1 Either you or we may end this Agreement by giving the other 30 days' notice. Unless you have ended the Agreement due to actions or inactions by us that disadvantaged you, you must immediately pay us an Early Termination Fee equal to 80% of your remaining monthly payments.

5.2 Either party may terminate this Agreement at any time on notice to the other, without any liability, if the other party:

- 5.2.1 breaches this Agreement in a material way and doesn't put it right (where it is possible to do so) within a reasonable period of a request to do so; or;
- 5.2.2 has bankruptcy proceedings against it, or if an arrangement with creditors is made;
- 5.2.3 we have reasonable cause to suspect fraudulent use of your payment method;
- 5.2.4 we have reasonable cause to suspect that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of your mobile phone number is taking place;
- 5.2.5 if you do anything (or allow anything to be done) which we reasonably think may damage or affect the operation of the Network;
- 5.2.6 if the Minimum Period has finished, and the party terminating the Agreement gives 30 days' notice.

5.3 Chataphone is sometimes required to put up its Charges or change the Services during your Agreement. If this happens, we will tell you beforehand. The exception is when the changes relate to Out of Plan Services you do not regularly use.

- 5.3.1 Each April your plan Charges will increase by an amount equal to the retail price index (RPI) rate published by the Office for National Statistics the
  preceding month. We will apply the RPI rate adjustment in your April bill following the publication of the RPI rate. If the RPI rate has decreased, your Plan
  Charges will not be reduced. If we increase your Plan Charges above the RPI rate or outside of April, you have a right to end this Agreement with no Early
  Termination Fees.
- 5.3.2 Chataphone may increase the prices of Out of Plan Services. If the increase disadvantages you, you have the right to leave this Agreement with no Early Termination Fees.

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#### 6. Credit reference and fraud prevention agencies

6.1 You can ask us about how we use your details for credit checking and fraud prevention when you take out this Agreement. We will release, to credit reference agencies, fraud prevention agencies, and debt-collection agencies details of your Agreement with us, including any change of address, payments you make, account balances, missed payments, disputes and queries. We, and other organisations, may use this information to help make decisions about other credit applications made by you or other members of your household you are linked to financially and to protect both our business and our customers from fraudulent activity. We may also use any information we hold to trace debts and assess claims.

6.2 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud-prevention agencies. Law-enforcement agencies may access and use this information. We and other organisations also use this information to prevent fraud and money laundering.

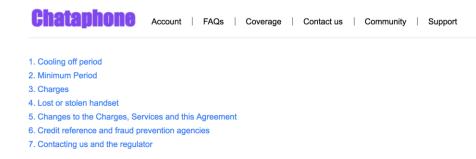
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#### 7. Contacting us and the regulator

Contact us by visiting Chataphone.co.uk/contact.

Contact Ombudsman Services: Communications by telephone at 0330 440 1614 or by post at Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU.

# Experiment five - Shortened



# 1. Cooling off period

After agreeing to the terms in this Agreement, you have a 14-day cooling off period in which you can cancel the Agreement . If you do cancel the Agreement within the cooling off period, you will still pay for your usage during this time but will not pay any Early Termination Fee.

#### 2. Minimum Period

The Minimum Period for this contract is 24 months. It starts when Chataphone connects your SIM Card, and you can end the contract by giving Chataphone 30 days' written notice. Once the 24 months is up, you can keep using the Services at the same monthly minimum charge, unless and until the Agreement is terminated by you or Chataphone, giving 30 days' notice. If you end the contract before the end of the Minimum Period, you will need to pay an Early Termination Fee equal to 80% of your remaining monthly payments. This applies when this Agreement comes to an end, except:

- If Chataphone ends this Agreement by giving you 30 days' written notice or because Chataphone is permanently unable to provide the Services to you; or
- If you end the Agreement due to a specific issue that Chataphone has caused that disadvantages you.

#### 3. Charges

You will pay all Charges due under this Agreement (whether you use the handset and SIM Card or not). The minimum price for the Services provided under this Agreement is the cost of all the Plan Charges for the Minimum Period.

- · Most customers pay by direct debit. If you choose to pay your bill by credit or debit card you will not be charged any additional fees.
- In addition to the minimum price, some Charges are for the Out of Plan Services. These Charges for Out of Plan Services are subject to change, so check our website to find out what they are.

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### 4. Lost or stolen handset

If your handset is lost, damaged or stolen, you will still have to pay all the Plan Charges for the Minimum Period. If someone finds or steals your handset, you will have to pay some of the Charges they incur. If you tell Chataphone it's been lost or stolen within 24 hours from the time the handset was lost or stolen Chataphone will charge you up to a maximum of £100.

If you tell Chataphone after 24 hours but within 5 days of the handset being lost or stolen, you will have to pay any charges incurred up to a maximum of £500. If you fail to tell Chataphone within 5 days from the date that your handset is lost or stolen, you will still have to pay all of the charges incurred until the time you report it missing to Chataphone.



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#### 5. Changes to the Charges, Services and this Agreement

Chataphone sometimes has to put up its Charges or change the Services during your Agreement. If this happens, we will tell you beforehand. The exception is when the changes relate to Out of Plan Services you do not regularly use. In particular:

- Plan Charges : Each April your plan Charges will increase by an amount equal to the retail price index (RPI) rate published by the Office for National Statistics the preceding month. We will apply the RPI rate adjustment in your April bill following the publication of the RPI rate. If the RPI rate has decreased, your Plan Charges will not be reduced. If we increase your Plan Charges above the RPI rate or outside of April, you have a right to end this Agreement with no Early Termination Fees.
- Out of Plan Charges: Chataphone may increase the prices of Out of Plan Services. If the increase disadvantages you, you have the right to leave this Agreement with no Early Termination Fees.

## 6. Credit reference and fraud prevention agencies

We release to credit reference agencies, fraud prevention agencies and debt collection agencies details of your Agreement with us, including change of address, payments and account balances.

7. Contacting us and the regulator

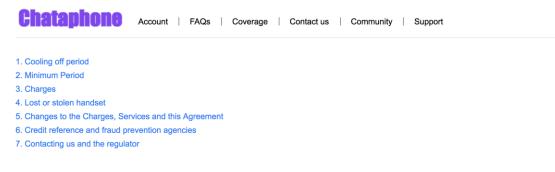
Contact us by visiting Chataphone.co.uk/contact.

Contact Ombudsman Services: Communications by telephone at 0330 440 1614 or by post at Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU.



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# **Experiment five - Emoji**



# 1. Cooling off period 素

After agreeing to the terms in this Agreement, you have a 14-day cooling off period in which you can cancel the Agreement . If you do cancel the Agreement within the cooling off period, you will still pay for your usage during this time but will not pay any Early Termination Fee.

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# 2. Minimum Period 🔒

The Minimum Period for this contract is 24 months. It starts when Chataphone connects your SIM Card, and you can end the contract by giving Chataphone 30 days' written notice. Once the 24 months is up, you can keep using the Services at the same monthly minimum charge, unless and until the Agreement is terminated by you or Chataphone, giving 30 days' notice. If you end the contract before the end of the Minimum Period, you will need to pay an Early Termination Fee equal to 80% of your remaining monthly payments. This applies when this Agreement comes to an end, except:

- If Chataphone ends this Agreement by giving you 30 days' written notice or because Chataphone is permanently unable to provide the Services to you; or
- If you end the Agreement due to a specific issue that Chataphone has caused that disadvantages you.

#### 3. Charges 🏨

You will pay all Charges due under this Agreement (whether you use the handset and SIM Card or not). The minimum price for the Services provided under this Agreement is the cost of all the Plan Charges for the Minimum Period.

- The Most customers pay by direct debit. If you choose to pay your bill by credit or debit card you will not be charged any additional fees.
- Market In addition to the minimum price, some Charges are for the Out of Plan Services. These Charges for Out of Plan Services are subject to change, so check our website to find out what they are.

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## 4. Lost or stolen handset 😕

If your handset is lost, damaged or stolen, you will still have to pay all the Plan Charges for the Minimum Period. If someone finds or steals your handset, you will have to pay some of the Charges they incur. If you tell Chataphone it's been lost or stolen within 24 hours from the time the handset was lost or stolen Chataphone will charge you up to a maximum of £100.

If you tell Chataphone after 24 hours but within 5 days of the handset being lost or stolen, you will have to pay any charges incurred up to a maximum of £500. If you fail to tell Chataphone within 5 days from the date that your handset is lost or stolen, you will still have to pay all of the charges incurred until the time you report it missing to Chataphone.



#### 5. Changes to the Charges, Services and this Agreement 🣝

Chataphone sometimes has to put up its Charges or change the Services during your Agreement. If this happens, we will tell you beforehand. The exception is when the changes relate to Out of Plan Services you do not regularly use. In particular:

- Second Plan Charges : Each April your plan Charges will increase by an amount equal to the retail price index (RPI) rate published by the Office for National Statistics the preceding month. We will apply the RPI rate adjustment in your April bill following the publication of the RPI rate. If the RPI rate has decreased, your Plan Charges will not be reduced. If we increase your Plan Charges above the RPI rate or outside of April, you have a right to end this Agreement with no Early Termination Fees.
- Dut of Plan Charges: Chataphone may increase the prices of Out of Plan Services. If the increase disadvantages you, you have the right to leave this Agreement with no Early Termination Fees.

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#### 6. Credit reference and fraud prevention agencies

We release to credit reference agencies, fraud prevention agencies and debt collection agencies details of your Agreement with us, including change of address, payments and account balances.

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#### 7. Contacting us and the regulator

Contact us by visiting Chataphone.co.uk/contact.

Scontact Ombudsman Services: Communications by telephone at 0330 440 1614 or by post at Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU.

# **Experiment five - Summary table**

Chataphone Account   FAQs   Coverage Contact us   Community   Support		
Contract length	24 months, after which you can terminate your contract with 30 days' notice and will not incur an early termination fee.	
Cooling off period	14 days, during which you can cancel without incurring an early termination fee. It starts the day after you agree to go ahead with the service.	
Notice period	You must give 30 days' notice if you wish to end the contract at any point after the cooling off period.	
Early termination policy	If you leave during your minimum contract period you will need to pay an early termination fee. The fee will be 80% of your remaining monthly payments. Some exceptions to this are set out below.	
Price increases	In April of each year, your monthly price will increase by the government-measured rate of inflation announced in March.	
Stopping the contract if prices change	You can leave without paying an early termination fee, if we increase your monthly price by more than the inflation increase in March and/or we make a change outside of that which disadvantages you.	
Price after minimum contract period	Your monthly cost will stay the same, unless and until the Agreement is terminated by you or Chataphone.	

1. Cooling off period

- 2. Minimum Period
- 3. Charges
- 4. Lost or stolen handset
- 5. Changes to the Charges, Services and this Agreement
- 6. Credit reference and fraud prevention agencies
- 7. Contacting us and the regulator

### 1. Cooling off period

After agreeing to the terms in this Agreement, you have a 14-day cooling off period in which you can cancel the Agreement . If you do cancel the Agreement within the cooling off period, you will still pay for your usage during this time but will not pay any Early Termination Fee.

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## 2. Minimum Period

The Minimum Period for this contract is 24 months. It starts when Chataphone connects your SIM Card, and you can end the contract by giving Chataphone 30 days' written notice. Once the 24 months is up, you can keep using the Services at the same monthly minimum charge, unless and until the Agreement is terminated by you or Chataphone, giving 30 days ' notice. If you end the contract before the end of the Minimum Period, you will need to pay an Early Termination Fee equal to 80% of your remaining monthly payments. This applies when this Agreement comes to an end, except:

- If Chataphone ends this Agreement by giving you 30 days' written notice or because Chataphone is permanently unable to provide the Services to you; or
- If you end the Agreement due to a specific issue that Chataphone has caused that disadvantages you.

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#### 3. Charges

You will pay all Charges due under this Agreement (whether you use the handset and SIM Card or not). The minimum price for the Services provided under this Agreement is the cost of all the Plan Charges for the Minimum Period.

- Most customers pay by direct debit. If you choose to pay your bill by credit or debit card you will not be charged any additional fees.
- In addition to the minimum price, some Charges are for the Out of Plan Services. These Charges for Out of Plan Services are subject to change, so check our website to find out what they are.

## 4. Lost or stolen handset

If your handset is lost, damaged or stolen, you will still have to pay all the Plan Charges for the Minimum Period. If someone finds or steals your handset, you will have to pay some of the Charges they incur. If you tell Chataphone it's been lost or stolen within 24 hours from the time the handset was lost or stolen Chataphone will charge you up to a maximum of £100.

If you tell Chataphone after 24 hours but within 5 days of the handset being lost or stolen, you will have to pay any charges incurred up to a maximum of £500. If you fail to tell Chataphone within 5 days from the date that your handset is lost or stolen, you will still have to pay all of the charges incurred until the time you report it missing to Chataphone.

5. Changes to the Charges, Services and this Agreement

Chataphone sometimes has to put up its Charges or change the Services during your Agreement. If this happens, we will tell you beforehand. The exception is when the changes relate to Out of Plan Services you do not regularly use. In particular:

- Plan Charges : Each April your plan Charges will increase by an amount equal to the retail price index (RPI) rate published by the Office for National Statistics the preceding month. We will apply the RPI rate adjustment in your April bill following the publication of the RPI rate. If the RPI rate has decreased, your Plan Charges will not be reduced. If we increase your Plan Charges above the RPI rate or outside of April, you have a right to end this Agreement with no Early Termination Fees.
- Out of Plan Charges: Chataphone may increase the prices of Out of Plan Services. If the increase disadvantages you, you have the right to leave this
  Agreement with no Early Termination Fees.

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#### 6. Credit reference and fraud prevention agencies

We release to credit reference agencies, fraud prevention agencies and debt collection agencies details of your Agreement with us, including change of address, payments and account balances.

7. Contacting us and the regulator

Contact us by visiting Chataphone.co.uk/contact.

Contact Ombudsman Services: Communications by telephone at 0330 440 1614 or by post at Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU.

# THE BEHAVIOURAL INSIGHTS TEAM.

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# **Appendix F: Materials and questions for experiment six**

# Questions

Note: questions whose answers are emphasised by the 'examples' intervention are in blue, and questions whose answers are emphasised by the 'slider' intervention are in orange. Correct answers are underlined.

1. Using CompareEveryRoom you book two rooms in Devon for three weeks from now because you can't decide which you prefer. One is in a farmhouse, the other is above a village post office. Within a day of booking them, you cancel the room in the farmhouse. Which of the following will you receive as a refund?

- A full refund for all charges for the farmhouse room
- Only the service fee is refunded for the farmhouse room
- Everything is refunded for the farmhouse room except the service fee
- Only the cleaning fees for the farmhouse room are refunded
- None of the above
- Don't know

2. You consider cancelling your room booking above the village post office 10 days before you are due to check-in. What percentage of the accommodation fees would you need to pay if you cancelled?

- 100%
- <u>50%</u>
- 25%
- 0%
- Don't know

3. It's now less than a week before check-in to the room above the post office, and you now need to cancel. Which of the following will you receive as a refund?

- Only the service fee
- Only the accommodation fees
- Only the cleaning fees
- None of the above
- Don't know

4. When staying at the 'Flat Above the Village Post Office', rainwater leaks through the roof and damages your laptop. Will CompareEveryRoom reimburse you?

- Yes, up to £500
- Yes, up to £5,000
- No, but they will ask the host to reimburse you up to £500
- <u>No, they will not</u>
- Don't know

5. Which things does CompareEveryRoom use to determine the order that it presents room listing to you, when you search?

- Best reviews
- Lowest price
- The amount of commission that hosts pay CompareEveryRoom

- All of the above
- None of the above
- Don't know

6. If someone uses your card fraudulently to book a room on CompareEveryRoom, will CompareEveryRoom reimburse you?

- Yes, they will
- They will not, but they will reimburse bank charges you may incur (up to £40)
- In the case of fraud, they will reimburse you, but in the case of someone you know using the card without your permission, they will not
- Don't know

7. You book the 'Flat Above the Village Post Office', which is advertised as having a fireplace and kitchen. Neither work during your stay. What must you do to receive a refund? Please tick all that apply.

- You must let CompareEveryRoom know by email within 24 hours
- You must provide evidence in the form of pictures to CompareEveryRoom
- You must send a video proving that you were at the property
- There is nothing you can do except talk to the host -- CompareEveryRoom does not take responsibility for misrepresentation of accommodations
- None of the above
- Don't know

8. The host at the 'Flat Above the Village Post Office' says that the kitchen and fireplace did work, and you just hadn't read the directions properly. Who has final say in deciding a disagreement between you and the host?

- <u>CompareEveryRoom</u>
- You
- The host
- An independent third-party nominated by CompareEveryRoom
- Don't know

contact us

# **Experiment six - Control**

# CompareEveryRoom

account

your reviews

trips bookings

- 1. Introduction
- 2. Problems during your stay
- 3. Service fees, cleaning fees, and accommodation fees
- 4. Cancellations
- 5. CompareEveryRoom's liability
- 6. Search results and priority listings
- 7. Payments by credit card and bank transfer
- 8. Contacting us

#### Introduction

These terms and conditions are for guests. They cover guests' use of our website, emails with us, and phone calls with us. We have a separate set of terms and conditions for hosts.

In these terms, we refer to guests, such as yourself, who make reservations through CompareEveryRoom, as well as hosts, who are the people sharing their rooms. Hosts may be people with an extra room in their home, an extra flat that they allow guests to stay in, or people on holiday or with otherwise unoccupied accommodation, Bed and Breakfasts and large hotels advertise their rooms on CompareEveryRoom.

#### Problems during your stay

The full amount you have paid is refundable if the host materially disadvantages you during your stay, and these situations will be dealt with in the following ways:

- If you have a complaint about the host, please let us know at <u>customer.relations@CompareEveryRoom.com</u> within 24 hours of check-in or, if the event that triggered the complaint happened after check-in, please let us know within 24 hours of when the event happened.
- · Please email us with pictures if the complaint is about accommodation that is substandard or has been misrepresented by the host on
- CompareEveryRoom.
- CompareEveryRoom has the final say in disagreements between you and the host.

#### Service fees, cleaning fees, and accommodation fees

When you pay for accommodation through CompareEveryRoom, there are three components of your payment: the accommodation fee is a nightly amount that the host collects; CompareEveryRoom's service fee is 10% of the total accommodation fee; and the cleaning fee is set by the host to cover the cost of cleaning the accommodation after you check-out.

#### Cancellations

Hosts can look at the amount of stays you have cancelled in the past five years when you check availability for a booking, as these cancellations are part of your public profile.

If a host cancels a confirmed booking, you will receive a full refund of your payment for the booking.

If you wish to cancel a reservation, you should be aware of which costs you incur after the cancellation.

- · You will always receive a refund of the cleaning fees if you cancel a reservation before you check-in.
- The CompareEveryRoom service fee is only refundable if you cancel at least two weeks before you are due to check-in. If you have made reservations at
  more than one room during the same time period, we will not refund the CompareEveryRoom service fee if you cancel one of the reservations this is to
  discourage the practice of booking multiple rooms and then cancelling all but one of them.
- The accommodation fees (the part of your payment that goes to the host) are refundable if you cancel more than 14 days in advance. If you cancel 7-14 days in advance, you will receive 50% of the accommodation fees as a refund. If you cancel less than one week before you are due to check-in, you will not be refunded any accommodation fees.



#### Search results and priority listings

CompareEveryRoom recommends a Default Ranking based on an algorithm we continuously improve that considers many criteria, including reviews, price, and location, to match guests and hosts. Because we use characteristics about you such as your reservation history and search history, the ranking may be different for different guests. There are some hosts who pay commission on top of the service fee, and these hosts are ranked higher than they would be if they did not pay this commission. In addition to the 'default' ranking that guests see when they first put in a city or region to search, guests can also search amongst hosts based on any criteria they choose, such as price, review scores, accommodation type, etc.

CompareEveryRoom also has a Most Valuable Partner (MVP) program, allowing certain hosts that deliver exceptional accommodation, earn high reviews, and pay a commission on top of the service fee to be listed ahead of all other hosts in the default rankings, and we mark these with an "MVP" symbol in all searches.

Our default ranking of reviews is by date (most recent first), and only guests who have stayed at a host's accommodation can leave a review for that accommodation, and guests can only submit their review within 17 days of check-out. You should keep in mind that the completed review will be used on CompareEveryRoom's main website. It can also be used in marketing, social media, and newsletters; that hosts can respond to all reviews; that CompareEveryRoom can adjust, rewrite, or remove any review; and that CompareEveryRoom will mark reviews it pays for with a 'Professional Mystery Shopper' icon.

#### Payments by credit card and bank transfer

CompareEveryRoom uses third party payment processors StroopCord and FunCordlist to carry out payments from guests to hosts, and guests' payments are safely transferred from your card or bank account to your host's bank account.

If someone uses your card fraudulently or without your authorisation, CompareEveryRoom does not cover the charges resulting from such fraud or misuse, as normally your bank or card company cover all charges resulting from fraud or misuse. If your bank or card company charge you a fee for this, CompareEveryRoom will reimburse you for this fee, up to £40. However, in order for us to reimburse you, you must have reported the fraud to your credit card provider and contacted us by email (<u>customer.relations@CompareEveryRoom.com</u>) as soon as you find out about the fraud, and this reimbursement only applies to reservations made using CompareEveryRoom's secure server and when the fraud is not your fault.

#### **Contacting us**

If you have any questions or problems, please contact us at <u>customer.relations@CompareEveryRoom.com</u>, and we aim to respond to all emails within 12 working hours (working hours are 8am to 6pm UK time, Monday to Friday, and 10am to 4pm UK time on Saturdays).

# THE BEHAVIOURAL INSIGHTS TEAM.

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# **Experiment six - Readable**

# CompareEveryRoom

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# Introduction

These terms and conditions are for guests. They cover guests' use of our website, emails with us, and phone calls with us. We have a separate set of terms and conditions for hosts.

Guests are the people who make reservations through CompareEveryRoom. Hosts are the people listing their rooms on our website. Hosts may be people with an extra room in their home. They may have an extra flat they allow guests to stay in. They may be people on holiday. They may have unoccupied accommodation. They may even be Bed and Breakfasts or large hotels.

We refund the full amount you pay if the host materially disadvantages you during your stay. We deal with these situations in the following ways.

- If you have a complaint about the host, please let us know at <u>customer.relations@CompareEveryRoom.com</u> within 24 hours of check-in. If the event that triggered the complaint happened after check-in, please let us know within 24 hours of when it happened.
- Please email us with pictures if the complaint is about accommodation that is substandard or has been misrepresented by the host on
  CompareEvervRoom.
- CompareEveryRoom has the final say in disagreements between you and the host.

#### Service fees, cleaning fees, and accommodation fees

There are three parts of your payment for an accommodation. The accommodation fee is a nightly amount that the host collects. CompareEveryRoom's service fee is 10% of the total accommodation fee. The cleaning fee is set by the host to cover the cost of cleaning the accommodation after you check-out.

#### Cancellations

When you check availability for a booking, hosts can look at the amount of stays you have cancelled in the past five years. These cancellations are part of your public profile.

When hosts cancel bookings, you receive a full refund of your payment for the booking.

If you cancel a reservation, you don't always receive a full refund.

- You always receive a refund of the cleaning fees if you cancel a reservation before you check-in.
- You only receive the CompareEveryRoom service fee if you cancel at least two weeks before you are due to check-in. If you have made reservations at
  more than one room during the same time period, we won't refund the service fee if you cancel one of the reservations. This is to discourage booking
  multiple rooms and then cancelling all but one of them.
- The accommodation fees are the part of your payment that goes to the host. They are refundable if you cancel more than 14 days in advance. If you cancel 7-14 days in advance, you will receive 50% of the accommodation fees as a refund.
- If you cancel less than one week before you are due to check-in, you will not be refunded any accommodation fees.

#### CompareEveryRoom's liability

CompareEveryRoom does not have liability for damage to personal property in the time you stay at a host's accommodation. We encourage you to purchase travel insurance. You can get travel insurance from our sister company ComparEverything.com or another travel insurance provider to insure your property while you are on your trip.



#### Search results and priority listings

CompareEveryRoom uses a Default Ranking when you search for accomodation. The Default Ranking is what you see when you first put in a city or region to search. Our Default Ranking is based on an algorithm that considers various things to match guests and hosts. For example, it looks at reviews, price, and location. It also uses your reservation history and search history. For this reason, it may be different for different guests. There are some hosts who pay commission on top of the service fee. These hosts are ranked higher than they would be if they did not pay this commission. In addition to the Default Ranking, you can search based on any filter you choose. For example, you can search on price, review scores, and accommodation type.

CompareEveryRoom also has a Most Valuable Partner (MVP) program. The MVP program is for hosts that give great accommodation, earn high reviews, and pay a commission on top of the service fee. They are listed ahead of all other hosts in the default rankings. We mark their accomodation with an "MVP" symbol in all searches.

Our default ranking of reviews is by date (most recent first). Only guests who have stayed at a host's accommodation can leave a review for that accommodation. They can only submit their review within 17 days of check-out. Your completed review will be used on CompareEveryRoom's main website. We may also use your review in marketing, social media, and newsletters. Hosts can respond to all reviews. CompareEveryRoom can adjust, rewrite, or remove any review. CompareEveryRoom will mark reviews it pays for with a 'Professional Mystery Shopper' icon.

#### Payments by credit card and bank transfer

CompareEveryRoom uses third party payment processors StroopCord and FunCordlist. They carry out payments from guests to hosts. They safely transfer your payment from your card or bank account to your host's bank account.

If someone uses your card fraudulently or without your authorisation, CompareEveryRoom does not reimburse those charges. Normally your bank or card company cover all charges resulting from fraud or misuse. If your bank or card company charge you a fee for this, CompareEveryRoom will reimburse you for this fee, up to £40. But, in order for us to reimburse you, you must have reported the fraud to your credit card provider and contacted us by email (<u>customer.relations@CompareEveryRoom.com</u>) as soon as you find out about the fraud. This reimbursement only applies to reservations made using CompareEveryRoom's secure server. Also, we only reimburse if the fraud was not your fault.

#### Contacting us

If you have any questions or problems, please contact us at <u>customer.relations@CompareEveryRoom.com</u>. We aim to respond to all emails within 12 working hours. Working hours are 8am to 6pm UK time, Monday to Friday, and 10am to 4pm UK time on Saturdays.

# THE BEHAVIOURAL INSIGHTS TEAM+

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# **Experiment six - Examples**

# CompareEveryRoom

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## Problems during your stay

The full amount you have paid is refundable if the host materially disadvantages you during your stay, and these situations will be dealt with in the following ways:

- If you have a complaint about the host, please let us know at <u>customer.relations@CompareEveryRoom.com</u> within 24 hours of check-in or, if the event that triggered the complaint happened after check-in, please let us know within 24 hours of when the event happened.
- Please email us with pictures if the complaint is about accommodation that is substandard or has been misrepresented by the host on
  CompareEveryRoom.
- CompareEveryRoom has the final say in disagreements between you and the host.

#### What does this mean for you?

If you booked a 3-bedroom apartment but arrive and it's a single room, email us with pictures within 24 hours of check-in and we will refund what you have paid and help to put the situation right.

#### Service fees, cleaning fees, and accommodation fees

When you pay for accommodation through CompareEveryRoom, there are three components of your payment: the accommodation fee is a nightly amount that the host collects; CompareEveryRoom's service fee is 10% of the total accommodation fee; and the cleaning fee is set by the host to cover the cost of cleaning the accommodation after you check-out.

#### Cancellations

Hosts can look at the amount of stays you have cancelled in the past five years when you check availability for a booking, as these cancellations are part of your public profile.

If a host cancels a confirmed booking, you will receive a full refund of your payment for the booking.

If you wish to cancel a reservation, you should be aware of which costs you incur after the cancellation.

- · You will always receive a refund of the cleaning fees if you cancel a reservation before you check-in.
- The CompareEveryRoom service fee is only refundable if you cancel at least two weeks before you are due to check-in. If you have made reservations at
  more than one room during the same time period, we will not refund the CompareEveryRoom service fee if you cancel one of the reservations this is to
  discourage the practice of booking multiple rooms and then cancelling all but one of them.
- The accommodation fees (the part of your payment that goes to the host) are refundable if you cancel more than 14 days in advance. If you cancel 7-14 days in advance, you will receive 50% of the accommodation fees as a refund. If you cancel less than one week before you are due to check-in, you will not be refunded any accommodation fees.



#### CompareEveryRoom's liability

CompareEveryRoom does not have liability for damage to personal property while staying at a host's accommodation, so we encourage you to purchase travel insurance from our sister company ComparEverything.com or another travel insurance provider to protect your property while you are on your trip.

What does this mean for you? If the host's plumbing has a fault and water damages your clothing, CompareEveryRoom will not cover the damage.

#### Search results and priority listings

CompareEveryRoom recommends a Default Ranking based on an algorithm we continuously improve that considers many criteria, including reviews, price, and location, to match guests and hosts. Because we use characteristics about you such as your reservation history and search history, the ranking may be different for different guests. There are some hosts who pay commission on top of the service fee, and these hosts are ranked higher than they would be if they did not pay this commission. In addition to the 'default' ranking that guests see when they first put in a city or region to search, guests can also search amongst hosts based on any criteria they choose, such as price, review scores, accommodation type, etc.

What does this mean for you? If you search for rooms in Spain, your initial search shows a 'default ranking' that is partly based on the commission hosts pay, but you can then re-sort by the criteria you choose.

CompareEveryRoom also has a Most Valuable Partner (MVP) program, allowing certain hosts that deliver exceptional accommodation, earn high reviews, and pay a commission on top of the service fee to be listed ahead of all other hosts in the default rankings, and we mark these with an "MVP" symbol in all searches.

Our default ranking of reviews is by date (most recent first), and only guests who have stayed at a host's accommodation can leave a review for that accommodation, and guests can only submit their review within 17 days of check-out. You should keep in mind that the completed review will be used on CompareEveryRoom's main website. It can also be used in marketing, social media, and newsletters; that hosts can respond to all reviews; that CompareEveryRoom can adjust, rewrite, or remove any review; and that CompareEveryRoom will mark reviews it pays for with a 'Professional Mystery Shopper' icon.

#### Payments by credit card and bank transfer

CompareEveryRoom uses third party payment processors StroopCord and FunCordlist to carry out payments from guests to hosts, and guests' payments are safely transferred from your card or bank account to your host's bank account.

If someone uses your card fraudulently or without your authorisation, CompareEveryRoom does not cover the charges resulting from such fraud or misuse, as normally your bank or card company cover all charges resulting from fraud or misuse. If your bank or card company charge you a fee for this, CompareEveryRoom will reimburse you for this fee, up to £40. However, in order for us to reimburse you, you must have reported the fraud to your credit card provider and contacted us by email (<u>customer.relations@CompareEveryRoom.com</u>) as soon as you find out about the fraud, and this reimbursement only applies to reservations made using CompareEveryRoom's secure server and when the fraud is not your fault.

#### What does this mean for you?

If someone makes a fraudulent booking and you let your bank know, your bank will almost always cover the loss. If they charge you for this service, we will reimburse you up to £40.

#### Contacting us

If you have any questions or problems, please contact us at <u>customer.relations@CompareEveryRoom.com</u>, and we aim to respond to all emails within 12 working hours (working hours are 8am to 6pm UK time, Monday to Friday, and 10am to 4pm UK time on Saturdays).

# THE BEHAVIOURAL INSIGHTS TEAM.

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# **Experiment six - Slider**

# CompareEveryRoom

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#### Cancellations

Hosts can look at the amount of stays you have cancelled in the past five years when you check availability for a booking, as these cancellations are part of your public profile.

If a host cancels a confirmed booking, you will receive a full refund of your payment for the booking.

If you wish to cancel a reservation, you should be aware of which costs you incur after the cancellation.

- · You will always receive a refund of the cleaning fees if you cancel a reservation before you check-in.
- The CompareEveryRoom service fee is only refundable if you cancel at least two weeks before you are due to check-in. If you have made reservations at
  more than one room during the same time period, we will not refund the CompareEveryRoom service fee if you cancel one of the reservations this is to
  discourage the practice of booking multiple rooms and then cancelling all but one of them.
- The accommodation fees (the part of your payment that goes to the host) are refundable if you cancel more than 14 days in advance. If you cancel 7-14 days in advance, you will receive 50% of the accommodation fees as a refund. If you cancel less than one week before you are due to check-in, you will not be refunded any accommodation fees.

Use the slider below to work out how much you will pay if you cancel:



#### CompareEveryRoom's liability

CompareEveryRoom does not have liability for damage to personal property while staying at a host's accommodation, so we encourage you to purchase travel insurance from our sister company ComparEverything.com or another travel insurance provider to protect your property while you are on your trip.

#### Search results and priority listings

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CompareEveryRoom also has a Most Valuable Partner (MVP) program, allowing certain hosts that deliver exceptional accommodation, earn high reviews, and pay a commission on top of the service fee to be listed ahead of all other hosts in the default rankings, and we mark these with an "MVP" symbol in all searches.

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#### Payments by credit card and bank transfer

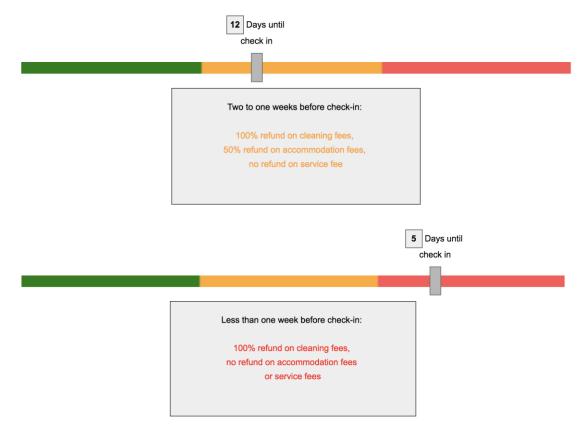
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# Cancellation slider in motion



# **Appendix G: Predictiv experiments detailed methodology**

This document presents more information about the Predictiv platform and the logistics behind running behavioural tests. Predictiv is an online research platform that helps organisations make better, data-led decisions about what works in communications with customers, patients, citizens, and other stakeholders. Predictiv uses the randomised controlled trial (RCT) methodology with large groups of participants which allows us to obtain reliable experimental results.

In a Predictiv experiment participants are randomly allocated into different groups which are then shown different materials, such as: differently worded letters; different forms of terms and conditions for a new service; or different images or videos for a communications campaign.

Based on participants' responses, we are able to measure which intervention used in the experiment works best at achieving the client's objective: for example, determining which terms and conditions consumers understand the best.

# Predictiv sample and recruitment procedures

# Panel size and recruitment

Predictiv provides access to millions of individual participants in over 60 countries. The total participant pool in the UK consists of more than 200,000 people who are roughly representative of the general UK population based on gender, age, location, and income.

Participants can access the experiments if they are registered on a panel supplier website that is connected to Predictiv's panel network. Participants can either select the experiment through the supplier's portal or are invited directly through a notification from the supplier. Participants are given some high level information about the experiment to help them decide if they want to take part. In designing these experiments we kept the information very broad to avoid participants self-selecting or preparing for the experiments.

# Available participant information

We know the gender, age, income, and location for each participant in the Predictiv panel. Additional information, such as employment status, ethnicity and education can be captured if needed for a particular study. It is also possible to screen participants for specific characteristics, such as whether they have credit card debt.



Predictiv only collects the data required for the specific study and avoids collecting additional data. This balances the needs of our projects with the individual's right to data privacy. We followed this approach for the experiments in this report.

# Guaranteeing representative samples

In countries with larger panel pools, such as the UK and the US, Predictiv is able to guarantee a sample representative of the population on gender, age, income and geographical location (NUTS 1 level). The sample statistics for these characteristics are typically set using the latest ONS statistics.<sup>5</sup>

Representative samples are guaranteed using a quota system as individuals are screened at the beginning of the experiment, which allows us to stop recruiting participants once the target number for certain groups has been reached.

Whilst Predictiv can guarantee a representative sample of specific characteristics, the sample will only contain participants that have access to the internet and a device that enables them to take part in online experiments (a computer, a tablet or a smartphone). Depending on the content of the study, this may affect representativeness of the sample.

# Financial compensation

For the experiments described in this report, participants were paid for their participation. The amount they were paid depends on the time they spent completing the experiment. The specific panel provider that the participant used to access the experiment manages this payment. The payment could take several forms, such as currency, or points that can be converted into currency or other rewards.

In addition to a fixed payment, participants could earn additional compensation depending on their choices in the experiment. For the experiments in this report, an additional reward was given for each question that was answered correctly. Variable rewards are a cornerstone of experimental economics (Smith 1976) because they ensure that choices in the experiment have consequences. They can reduce the likelihood of participants giving socially desirable answers (Zizzo 2010), help focus attention (Wang 2011), and can increase effort (DellaVigna and Pope 2018), particularly compared to hypothetical decisions.



Participants were informed about the levels of the fixed and variable payments at the start of the experiment. Each session, consisting of two experiments, lasted approximately 12 minutes.

# Randomisation

The experiments in this report used individual-level randomisation. When a participant entered the experiment, they were given a random number representing an intervention. Depending on the number assigned, they were taken through a separate path in the experiment that corresponded with a specific intervention (e.g., T&Cs with 'just in time' explanations). The random number was stored in the data output and used for data analysis to assess the interventions' impact on the outcome variables.

Since this procedure of random assignment did not take account of the number of people that had already completed a particular intervention, it allowed us to evaluate whether any of the interventions caused participants to drop out from the experiment at an increased rate (see 'attrition' section below).

# **Data quality**

Predictiv has procedures in place to safeguard data quality. This includes security blocks against multiple entries into an experiment by the same participant, and excluding respondents from participating in different experiments within the same project. In addition, we also maintain a high-quality panel by ensuring that respondents are financially compensated for their time.

# **Results validity**

Various academic studies show that results from well-designed laboratory-based studies closely map onto people's behaviour in real life. This includes work on voting (Hainmueller, Hangartner, and Yamamoto 2015), credit card repayment decisions (Stewart 2009), and antisocial behaviour such as fare-dodging in public transport (Dai, Galeotti, and Villeval 2017) and accepting bribes (Gneezy, Saccardo, and van Veldhuizen 2018).

For comprehension experiments, we measure comprehension through on a series of questions with right/wrong answers about the materials. This is instead of relying on a person's self-reported understanding of the material or stated confidence, which tends to correlate poorly with actual behaviour (Loewenstein et al. 2013).

# **Analytical approach**

# **Power calculations**

For the experiments within this report, we ran power calculations before the launch of each experiment to check that we could detect a difference between the intervention and the control material with sufficient confidence. The results of these power calculations are based on the number of individuals participating in each of the experiment conditions, the variance in responses, and insights from academic literature and previous studies on the impact of the intervention tested.

In our power calculations for the experiments in this report, we followed current best practice (List, Sadoff, and Wagner 2011) by adopting a significance threshold of 5% for the p-value of our statistical tests. In addition, we aimed to have sufficient statistical power to detect an effect, should it exist, with 80% confidence. For the calculations we assumed a range of different baseline values for comprehension score as well as variance in scores within the sample. Across the experiments, we were powered for small effect sizes (Cohen's D < 0.2) assuming standard variance (sd = 1.5). In most cases, this translated to an effect size of 0.3 points or smaller on an 8-question comprehension scale.

# Adjustments for multiple comparisons

In this project, we listed our outcome measures by importance before the start of each experiment. Comprehension was identified as the primary outcome measure in five experiments, and opening the full privacy policy was the primary outcome in one experiment. We declared these as primary measures before the start of the experiment because we wanted to be able to make conclusive statements about causality for these measures. Measures other than the primary measure were classified as secondary analysis measures in order to limit the number of comparisons. These measures include comprehension of the emphasised terms, comprehension of the de-emphasised terms, stated interest in the product, and trust in the company. We still analysed the effect of the interventions on these measures but are more cautious with our interpretation of a causal relationship.

Since each experiment used one primary outcome measure and four intervention arms, we did not feel that adjusting for multiple comparisons was necessary. In general, BIT adjusts for multiple comparisons in an experiment when there are seven or more primary outcome comparisons. If this is the case, the p-value threshold is adjusted using the Hochberg Step-

Up procedure.<sup>6</sup> This adjustment produces a more rigorous experimental design by reducing the likelihood that we find relationships in the data that are spurious. The reasoning behind this adjustment is as follows.

By accepting a 5% probability of a false positive (type one error), it mechanically becomes the case that the more tests that we conduct, the more likely a false positive becomes. We can think about this in terms of rolling a die - the probability of getting a six on one throw is  $\frac{1}{6}$ . The probability of getting at least one six on two consecutive rolls of a fair die is ( $\frac{1}{6} \times \frac{5}{6}$ ) + ( $\frac{5}{6} \times \frac{1}{6}$ ) + ( $\frac{1}{6} \times \frac{1}{6}$ ) = 11/36 - which is substantially higher than the probability of rolling a 6 on one dice ( $\frac{1}{6}$  or 6/36). Similarly, with two independent experiments each with a 5% false positive rate, the probability that both results a false positive is low (1/400), but the probability that either of them is a false positive is higher than 5% (9.75%). Hence, by running large numbers of experiments, we increase the probability that we find a spuriously significant result.

# Model specifications

The main analysis of the experiments used Ordinary Least Squares (OLS) regressions with demographic controls to evaluate the effect of the interventions on outcomes. The advantage of using OLS is that the coefficients in the regression are easily interpretable. Including demographic controls that can affect choices, such as education level and income, helps to make our estimates more precise and generally increases the statistical power to detect intervention effects. As noted in the main report, these models were specified before the launch of the trial.

It should be noted that an OLS regression may not always be the most appropriate fit for the data, such as when the dependent variable is binary. Although OLS produces easily interpretable estimates, it can sometimes produce biased and inefficient estimates for binary outcomes. Therefore, for these experiments, we ran additional models, such as logit or tobit, as robustness checks to assess whether we observed the same intervention effects' direction, magnitude, and statistical significance. In this study's experiments, we observed analogous effect sizes, signs, and significance between the different models for all experiments. For this reason, we have reported the results of the OLS regressions even in

<sup>&</sup>lt;sup>6</sup> The Hochberg step-up procedure adjusts the p-value threshold to report statistical significance to  $\alpha/(n - i + 1)$ , where  $\alpha$  is the significance level, n is the number of pairwise comparisons in the main analysis, and i is the rank of a p-value. The obtained p-values are ranked by size, the procedure moves sequentially from highest to lowest p-value, and stops when the first significant result is found. For example, in a sample size of 500 persons per intervention, and an assumed standard deviation of 1.5, we have an 80% chance of detecting an effect size of 0.188—0.23 points change on a 5-point scale for a comprehension measure. The upper estimate corresponds to a p-value of 0.01, while the lower estimate corresponds to a p-value of 0.05.



the cases where the dependent variable was binary, such as proportion of participants opening a link.

# Attrition

Predictiv records drop-out rates for all interventions and also records the point at which respondents drop out of the experiment. We only closed the experiment when our target number of participants had been reached, which refers to the number of people that completed the experiment and submitted their responses.

For each experiment, we checked whether attrition differed between interventions by looking at the proportion of respondents who completed the experiment relative to the number who started and dropped out after seeing the material page. We ran pairwise comparison tests on this proportion to evaluate whether drop-out rates across the interventions were significantly different (at p<0.05). If such differences existed, it would suggest that seeing a specific intervention causes respondents to exit the experiment. This could mean that our assignment to different interventions is no longer random, which makes it more difficult to make conclusive statements about the impact of the ideas we are testing. In other words, the observed outcomes in the experiment could be driven by differences in the types of people in an intervention, rather than the intervention itself.

We found no significant differences in drop-out rates for any of the experiments in this study.

# **Balance checks**

We ran balance checks to determine whether our random assignment to interventions was successful. Using pairwise comparisons, we evaluated whether the proportion of, for example, women in one intervention was significantly different from the proportion of women in another intervention (p<0.05). Balance checks were performed on all demographic variables included in the study: gender, age bracket, median income, education level and location. For the experiments in this project, we did not find any significant imbalances across interventions.

# **Ethics**

Participants in Predictiv experiment were only identifiable using a randomly generated ID number and no personally identifiable information was collected during the trial. Data was collected and stored in line with current GDPR regulation and follows BIT's Data Handling Protocol (available upon request).



Experiment participants were not explicitly informed about the purpose of the experiments, nor were they made aware that there were different interventions being tested. Any communication that participants received during the study was truthful. Participation in the experiment was entirely voluntary, and participants could exit from the experiment at any stage.



# **Appendix H: Ordering effects in online experiments**

# Approach to using the same participants across two experiments

In this research, each participant recruited was expected to complete two experiments. Specifically, participants who participated in experiment one also participated in experiment two. Participants who participated in experiment three also participated in experiment four. Participants who participated in experiment five also participated in experiment six. The separate experiments were run sequentially, with the intention to learn from experiments one and two whether ordering would be important for experiments three, four, five, and six.

This design collected more data points per respondent, which reduced cost and recruitment time. This set-up was advantageous as it maximised the number of interventions that could be robustly evaluated given restricted budget and time.

The disadvantage of this design was that the material and questions in the first experiment could influence how participants acted in the following experiment, which could then create confounds in identifying intervention effects.

As a first step to address this issue, for each participant, we randomised the order in which the two experiments were presented. In this way, the proportion of 'first-exposure' participants was the same as the proportion of 'second-exposure' participants for each intervention in each experiment. This allowed us to account for ordering effects in our analysis.

As a second step, we included a covariate for order in our regression analysis. The coefficient for this dummy variable represents the average effect (across control and interventions) of 'second-exposure'.

These steps would be insufficient if the effects of ordering varied across intervention groups. As a hypothetical example, consider the case where, when Experiment A was shown first, intervention X performed better than intervention Y, whereas when Experiment A was shown second, intervention X performed worse than intervention Y. In this example, the repeated measures design could produce a skewed estimate of the interventions' effects. In such a case, one could account for these interaction effects analytically by adding interaction terms for order and intervention – one term for each intervention, in each case representing the effect of second exposure within that intervention. The coefficient on these interaction terms would represent the average effect of 'second-exposure' on each intervention. The

coefficients on the interventions' effect would then be mathematically nearly equivalent<sup>7</sup> to the coefficients on intervention one would obtain by doing regression analysis on first-exposure participant data only, which means that the coefficients in the first and final columns in the tables below should be roughly equal.

For experiments one and two, we recruited a larger sample size (roughly 3,600 participants) than we did for the other experiments (roughly 1,800-2,400 participants) to ensure high power when looking at interactions between order and intervention. We found that ordering effects were statistically significant, but the core conclusions from each experiment – i.e. which interventions delivered an improvement on the control – did not change. Second exposure decreased average comprehension (in experiment one) and increased average opening rates (in experiment two).

For experiments one and two, in this report, we have presented the regressions and graphs for first-exposure-only participants because interactions between order and intervention were significant. However, because the order effects did not change headline conclusions, we used the double-exposure design (i.e. paired experiments) in experiments three through six.

For experiments three, four, five and six, we checked for ordering effects in the analysis. Our variable for second exposure was sometimes significant in increasing the average comprehension scores across control and interventions, so we included a dummy variable for order in our regressions. For consistency, we did this in all four of these experiments' analysis. Interactions between order and interventions were not significant in experiments three, four five and six, and therefore we did not include order-intervention interaction terms in our regressions or restrict our analysis to first-exposure-only participants.

In the tables below (Figures 57 through 62), we have presented the results of the experiments in four ways:

- First, analysis of first-exposure-only participants;
- Second, analysis of all participants, with no controls for order;

<sup>&</sup>lt;sup>7</sup> In comparing (1) a regression that includes terms for order and order-intervention interaction terms, and (2) a regression that excludes data to first-exposure participants, the intervention coefficients' point estimates and standard errors are identical between the two regressions, when the regressions exclude covariates. The exception to the equivalency is when regressions include covariates and the covariates interact with order. Even in this case, unless the order-covariate interactions are large, the point estimates and standard errors on the intervention coefficients are nearly equivalent between the two methods of analysis.



- Third, analysis of all participants, with a covariate for order but no interactions between order and interventions; and
- Fourth, analysis of all participants, with covariates for order and interactions between order and interventions.

Note that the first and fourth analysis produce nearly equivalent point estimates and standard errors for the intervention effects' coefficients, as discussed above. Small differences come from interactions between order, intervention, and demographic covariates.

Full regression outputs and trial protocols are available upon request.

## **Experiments one and two**

Using an OLS regression with interactions for order and intervention, we observed statistically significant ordering effects for both experiments' primary outcome measures (comprehension in experiment one, opening rates in experiment two).

In experiment one, second exposure decreased comprehension across the control and all three interventions. Second exposure decreased the comprehension score in the control group by 0.598 correctly answered questions (p<0.01). The interactions between order and interventions were also statistically significant: second exposure decreased comprehension for each intervention by more than it did for the control.

In experiment two, second exposure increased opening rates by 29.5 percentage points in the control group. Second exposure caused an increase in the 'agency' intervention of just 19.2 percentage points (i.e. the interaction between order and 'agency' intervention was 10.3 percentage points, p<.05). The other two interventions – 'cost cue' and 'urgency' – did not have significant interactions with order.

In this report, the graphs we have presented for experiments one and two are from the 'first exposure only, with covariates' regression outputs.

Figure 61: Experiment 1 primary outcome (dependent variable: overall comprehension
score, measured by number of correct answers to eight multiple-choice questions)

	Pooled, with covariates	Pooled, with covariates and order	Pooled, with cov, order, and order- intervention interactions
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	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Scroll	0.883**	0.709**	0.736**	0.883**
	(0.121)	(0.091)	(0.090)	(0.121)
Icon summary	1.152**	0.647**	0.663**	1.154**
	(0.115)	(0.090)	(0.087)	(0.115)
Q&A summary	1.216**	0.696**	0.704**	1.219**
	(0.115)	(0.090)	(0.086)	(0.114)
Experiment 1 first			-1.190**	-0.598**
			(0.062)	(0.121)
Experiment 1 first # Scroll				-0.308+
				(0.178)
Experiment 1 first # Icon summary				-0.988**
				(0.171)
Experiment 1 first # Q&A summary				-1.041**
				(0.169)
Constant	1.982**	1.888**	2.479**	2.148**
	(0.282)	(0.247)	(0.234)	(0.230)
Demographic covariates added	Yes	Yes	Yes	Yes
Order added	Data excludes second-	No	Yes – as a dummy	Yes – as a dummy

	exposure participants		variable across all interventions, but not interacted with each intervention	variable across all interventions, and interacted with each intervention
Observations	1812	3644	3644	3644
+ p<0.1, * p<0.05, ** p<0.01				

Figure 62: Experiment 2 primary outcome (dependent variable: opening rate, measured by proportion of participants opening full privacy policy)<sup>8</sup>

	First exposure only, with covariates	Pooled, with covariates	Pooled, with covariates and order	Pooled, with cov, order, and order- intervention interactions
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Cost cue	0.172**	0.146**	0.151**	0.171**
	(0.028)	(0.022)	(0.021)	(0.028)
Agency	0.038+	-0.017	-0.013	0.038
	(0.026)	(0.022)	(0.021)	(0.026)
Urgency	0.066**	0.056*	0.058**	0.066*
	(0.026)	(0.022)	(0.021)	(0.026)
Experiment 2 first			0.255**	0.295**
			(0.015)	(0.029)
Experiment 2 first # Cost cue				-0.039
				(0.043)
Experiment 2 first # Agency				-0.103*
				(0.042)
Experiment 2 first # Urgency				-0.017

<sup>8</sup> This table shows the regression outputs for ordinary least squares (OLS) regression. We use OLS rather than logistic regression with binary outcomes because it produces results which are more readily interpretable, since the treatment effect is the same regardless of the baseline. As discussed in our methodology section, we check that the results are not materially different in the two formulations. If we find that they are, we use a logistic regression instead.

				(0.042)
Constant	-0.220**	-0.097	-0.226**	-0.248**
	(0.058)	(0.062)	(0.058)	(0.059)
Demographic covariates added	Yes	Yes	Yes	Yes
Order added	Data excludes second- exposure participants	No	Yes – as a dummy variable across all interventions, but not interacted with each intervention	Yes – as a dummy variable across all interventions, and interacted with each intervention
Observations	1832	3644	3644	3644
+ p<0.1, * p<0.05	5, ** p<0.01			



### **Experiments three and four**

Second-exposure participants had higher comprehension scores than first-exposure participants in experiment three. Using an OLS regression, we observed a positive effect of second exposure on comprehension equal to 0.643 of a correctly answered question, significant at p<0.01. For the comprehension scores in experiment three, interactions between ordering and intervention were not significant. For this reason, we included order as a covariate, but not interacted with intervention for primary and secondary analysis. Our conclusions about the most effective intervention were the same across the first-exposure analysis and the pooled analysis.

We did not see an effect of ordering on comprehension in experiment four. For consistency with experiment three, we nevertheless have included order as a covariate in the presentation of the experiments results in this report. As with experiment 4, our core conclusions were the same across the first-exposure and pooled analysis.

In this report, the graphs we have presented for experiments three and four are from the 'pooled, with covariates and order' regression outputs.

Figure 63: Experiment 3 primary outcome (dependent variable: overall comprehension score, measured by number of correct answers to eight multiple-choice questions)

	First exposure only, with covariates	Pooled, with covariates	Pooled, with covariates and order	Pooled, with cov, order, and order- intervention interactions
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Layered	-0.250	-0.114	-0.141	-0.256
	(0.158)	(0.116)	(0.114)	(0.158)
Just in time	0.402*	0.305**	0.297**	0.397*
	(0.157)	(0.116)	(0.115)	(0.157)
Icon summary	0.177	0.242*	0.228*	0.185
	(0.159)	(0.116)	(0.114)	(0.158)
Experiment four first			0.643**	0.611**
			(0.081)	(0.158)
Experiment 4 first # Layered				0.220
				(0.226)
Experiment 4 first # Just in time				-0.200
				(0.229)
Experiment 4 first # Icon summary				0.087
				(0.226)
Constant	1.431	2.233**	1.811**	1.823**



	(0.420)	(0.426)	(0.411)	(0.418)
Demographic covariates added	Yes	Yes	Yes	Yes
Order added	Data excludes second- exposure participants	Νο	Yes – as a dummy variable across all interventions, but not interacted with each intervention	Yes – as a dummy variable across all interventions, and interacted with each intervention
Observations	916	1867	1867	1867
+ p<0.1, * p<0.05	5, ** p<0.01			

Figure 64: Experiment 4 – primary outcome (dependent variable: overall comprehension score, measured by number of correct answers to eight multiple-choice questions)

	First exposure only, with covariates	Pooled, with covariates	Pooled, with covariates and order	Pooled, with cov, order, and order- intervention interactions
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Icon illustration	-0.343*	-0.246*	-0.246*	-0.337*
	(0.137)	(0.101)	(0.101)	(0.136)
Sam	0.064	-0.048	-0.049	0.070
	(0.144)	(0.105)	(0.105)	(0.143)
Choice emphasis	-0.320*	-0.153	-0.153	-0.322*
	(0.139)	(0.104)	(0.105)	(0.137)
Experiment three first			-0.014	0.073
			(0.075)	(0.143)
Experiment three first # Icon illustration				0.177
				(0.203)
Experiment three first # Sam				-0.253
				(0.211)

Experiment three first # Choice emphasis				0.346+	
				(0.209)	
Constant	2.491	2.252**	2.256**	2.255**	
	(0.296)	(0.246)	(0.247)	(0.255)	
Demographic covariates added	Yes	Yes	Yes	Yes	
Order added	Data excludes second- exposure participants	Νο	Yes – as a dummy variable across all interventions, but not interacted with each intervention	Yes – as a dummy variable across all interventions, and interacted with each intervention	
Observations	951	1867	1867	1867	
+ p<0.1, * p<0.05	+ p<0.1, * p<0.05, ** p<0.01				



### **Experiments five and six**

In experiment five, second exposure increased comprehension scores by 0.172 of a correctly answered question (p<0.05). In experiment six, second exposure increased comprehension scores by 0.476 of a correctly answered question (p<0.01).

Interactions between ordering and intervention were not significant for any interventions in experiments five and six. These results led us to the same analysis strategy as in experiments three and four: include order as a covariate, but not interacted with intervention. We used this strategy in primary and secondary analysis. Our core conclusions were the same across the first-exposure and pooled analysis for both experiments.

In this report, the graphs we have presented for experiments five and six are from the 'pooled, with covariates and order' regression outputs.

Figure 65: Experiment 5 – primary outcome (dependent variable: overall comprehension score, measured by number of correct answers to eight multiple-choice questions)

	First exposure only, with covariates	Pooled, with covariates	Pooled, with covariates and order	Pooled, with cov, order, and order- intervention interactions
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Shortened	-0.073	0.040	0.043	-0.078
	(0.165)	(0.115)	(0.115)	(0.165)
Emoji	0.065	0.088	0.084	0.063
	(0.168)	(0.117)	(0.117)	(0.168)
Summary table	0.025	0.101	0.104	0.016
	(0.161)	(0.116)	(0.116)	(0.160)
Experiment six first			0.172*	0.054
			(0.083)	(0.160)
Experiment six first # Shortened				0.243
				(0.231)
Experiment six first # Emoji				0.044
				(0.234)
Experiment six first # Summary table				0.177
				(0.232)
Constant	2.776**	2.608**	2.538**	2.580**
	(0.488)	(0.373)	(0.375)	(0.381)



Demographic covariates added	Yes	Yes	Yes	Yes
Order added	Data excludes second- exposure participants	No	Yes – as a dummy variable across all interventions, but not interacted with each intervention	Yes – as a dummy variable across all interventions, and interacted with each intervention
Observations	1218	2442	2442	2442
+ p<0.10, * p<0.05, ** p<0.01				

Figure 66: Experiment 6 – primary outcome (dependent variable: overall comprehension score, measured by number of correct answers to eight multiple-choice questions)

	First exposure only, with covariates	Pooled, with covariates	Pooled, with covariates and order	Pooled, with cov, order, and order- intervention interactions
	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)	coefficient (standard error)
Readable	-0.048	0.011	0.014	-0.052
	(0.144)	(0.107)	(0.106)	(0.143)
Examples	0.112	0.048	0.045	0.107
	(0.153)	(0.108)	(0.107)	(0.151)
Slider	-0.078	-0.090	-0.093	-0.084
	(0.141)	(0.102)	(0.101)	(0.140)
Experiment five first			0.476**	0.478**
			0.075	(0.148)
Experiment five first # Readable				0.135
				(0.213)
Experiment five first # Examples				-0.121
				(0.216)
Experiment five first # Slider				-0.018
				(0.203)
Constant	2.128**	1.646**	1.362**	1.370**
	(0.531)	(0.284)	(0.302)	(0.308)



Demographic covariates added	Yes	Yes	Yes	Yes		
Order added	Data excludes second- exposure participants	No	Yes – as a dummy variable across all interventions, but not interacted with each intervention	Yes – as a dummy variable across all interventions, and interacted with each intervention		
Observations	1224	2442	2442	2442		
+ p<0.10, * p<0.05, ** p<0.01						

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