



WGSN MASTER TERMS (March 2011)

WORTH GLOBAL STYLE NETWORK LTD, REGISTERED IN ENGLAND: NO. 4858491

REGISTERED ADDRESS: GREATER LONDON HOUSE, HAMPSTEAD ROAD, NW1 7EJ ("WGSN")

1. INTRODUCTION

- 1.1 These terms and conditions (the "**Master Terms**"), the Website Terms and the Purchase Document(s) (as defined below) together (the "**Agreement**") govern the use by the Client (as defined below) of the following products and services provided by WGSN as applicable: (a) license(s) to access the WGSN Content; and/or (b) WGSN Live Services (each as defined below).
- 1.2 The Agreement is the complete agreement between WGSN and the Client regarding the WGSN Content, and/or WGSN Live Services (as applicable). Any terms or conditions contained in, or incorporated by reference into, a purchase order, confirmation or other document submitted by the Client which purport to vary or supersede the Agreement shall be of no effect.
- 1.3 The Agreement may not be changed or amended except in writing signed by both parties.
- 1.4 In the event of a conflict between the Master Terms or Website Terms and the Purchase Document, the terms of the Purchase Document shall prevail.

2. DEFINITIONS

- 2.1. In the Agreement, the following words shall have the following meanings:
 - "**Affiliate**" means any entity controlling, controlled by or under common control with the Client or WGSN;
 - "**Charges**" means the charges specified in any Purchase Document payable by the Client to WGSN for (a) the WGSN Deliverables; and/or (b) the Services;
 - "**Client**" means the entity identified as such in the Purchase Document;
 - "**Client Authorised Signatory**" means any individual authorised by the Client to enter into legally binding agreements on behalf of the Client;
 - "**Confidential Information**" means all non-public information in any form, furnished or made available in connection with the Agreement by or on behalf of one party ("**Disclosing Party**") to the other ("**Receiving Party**") which is marked confidential or restricted, or would be understood by a reasonable person in the Receiving Party's position to be confidential;
 - "**Consulting Deliverables**" means the bespoke deliverables (if any), which may include WGSN Content, produced for the Client by WGSN as part of the WGSN Live Services, as identified in the relevant Purchase Document;
 - "**Effective Date**" means the date when the Purchase Document is executed by the parties incorporating the Master Terms;
 - "**Entity**" means the legal entity comprising the Client, including the Client's Affiliates;
 - "**Force Majeure**" means any cause outside the reasonable control of a party preventing that party from performing any or all of its obligations under the Agreement, including without limitation strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), extreme adverse weather conditions, volcanic ash cloud, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors;
 - "**ID**" means the username and password assigned to each User to use and access the WGSN Content;
 - "**Membership**" means the Client's membership of either the "Bronze", "Silver", "Gold" or "Platinum" membership schemes operated by WGSN by virtue of the Client's particular subscription for the WGSN Content and/or the Services (as applicable), details of which are as set out in more detail on the Site;
 - "**Notice of Termination**" means written notice of termination of the Agreement served by a Client Authorised Signatory or a WGSN Authorised Signatory on the other party no later than 60 days prior to the next Renewal Date;
 - "**Privacy Policy**" means the WGSN privacy policy as published on the Site (and as may be varied from time to time by WGSN upon posting on the Site);
 - "**Purchase Document**" means the purchase document forming part of the Agreement which the Client completes to receive (a) the WGSN Content; and/or (b) WGSN Live Services;
 - "**Renewal Date**" means the date on which each Renewal Term shall commence and being the date following the last day of the Term and each anniversary thereof;
 - "**Renewal Term**" means in relation to a Purchase Document for WGSN Content and/or WGSN Live Services each automatic period of renewal following the Term which will have a duration equivalent to the Term for that Purchase Document;
 - "**Services**" means the WGSN Live Services and any other services provided by WGSN to the Client as are specified in the relevant Purchase Document, or as are ancillary to or an enhancement of the WGSN Live Services;
 - "**Site**" means the website(s) run by WGSN incorporating the WGSN Content;

"**Term**" means in relation to WGSN Content and/or WGSN Live Services the minimum period of the licence set out in the Purchase Document;

"**User**" means each employee, consultant or contractor of the Client who has been nominated by the Client and agreed with WGSN to have access to or otherwise be supplied with the WGSN Content subscribed for by the Client;

"**User Licence**" means the licence granted to User(s) to use WGSN Content during the Term and any Renewal Term in accordance with the terms of the Agreement;

"**Website Terms**" means the website terms governing use of the Site as published on the Site (and as may be varied from time to time by WGSN upon posting on the Site);

"**WGSN Authorised Signatory**" means any individual on the WGSN executive team authorised to enter into legally binding agreements on behalf of WGSN;

"**WGSN Content**" means WGSN or its licensors' reports, scorecards, product comparisons, methodologies, spreadsheets, graphics, tables, charts, images, data, mood-boards, assessment tools, formulas and algorithms and all other proprietary content and material provided on the Site or to the Client in other forms or as an output of the Services and any enhancements and modifications thereto, regardless of the means of access or delivery;

"**WGSN Deliverables**" means the WGSN Content and the Consulting Deliverables; and

"**WGSN Live Services**" means those services described as such on the Site.

- 2.2. Any reference in the Agreement to the singular includes the plural and vice versa and words in one gender includes both genders.

3. CLIENT OBLIGATIONS AND PAYMENT TERMS

- 3.1. It is the sole responsibility of the Client to ensure that all use of the Services, the WGSN Deliverables and the Site by the Client (including its User(s)) will be made in accordance with the Agreement.
- 3.2. The Client shall permit WGSN to take such steps as WGSN reasonably considers appropriate to remotely monitor compliance by the Client and its User(s) with the provisions of the Agreement, and shall co-operate fully with WGSN in relation to such remote monitoring.
- 3.3. All invoices in respect of the Charges are due and payable by the Client to WGSN immediately and in any event within 30 days of receipt by the Client. The Client acknowledges that access to the WGSN Deliverables and the Services may not be granted until payment of the Charges is received by WGSN. Any access to the WGSN Deliverables and/or Services prior to payment of the Charges shall be granted at the sole discretion of WGSN.
- 3.4. WGSN reserves the right to suspend access to the WGSN Deliverables and/or the Services if payment is not made by the Client in accordance with clause 3.3, and to charge interest on any amounts that are overdue pursuant thereto at the rate of 4% above the annual base rate of the Bank of England from time to time, from the date on which such amounts become overdue until receipt of cleared funds in respect thereof.

4. USER LICENCE FOR WGSN CONTENT

- 4.1. All intellectual property rights in the WGSN Content are reserved by WGSN or its licensors (as applicable) and no such rights whatsoever are assigned to the Client or its User(s) under the Agreement. Any misappropriation or unauthorised use of the WGSN Content may unfairly and irreparably harm WGSN and/or its licensors. The Client shall not commit or permit any act or omission that would impair WGSN's or its licensors' proprietary and/or intellectual property rights in the WGSN Content.
- 4.2. Any User Licence granted to the Client for use of the WGSN Content shall be:
 - 4.2.1 a non-transferable, non-exclusive, limited licence;
 - 4.2.2 for use by the number of Users and types of products specified in the Purchase Document;
 - 4.2.3 subject to clause 4.2.2, for the provision of access to the WGSN Content within (except as provided under Clause 4.5A or Clause 4.5B) and for the benefit of the Entity only; and
 - 4.2.4 for the period set out in the Purchase Document.
- 4.3. The Client shall ensure that no use of the WGSN Content (in whole or in part) is made other than in accordance with the terms of the Agreement, without the prior written approval of a WGSN Authorised Signatory. Any such approval shall not constitute either a general consent or waiver regarding the provisions of the Agreement.
- 4.4. Subject to Clause 5.2, a User Licence is required for each User that has access to the WGSN Content. The ID is strictly to be used by the User to which it was assigned only and shall not be used by any other individuals.
- 4.5. A User Licence entitles the User to:
 - 4.5.1 download and display any page from the Site on a computer screen;
 - 4.5.2 download and store WGSN Content on the hard disk of the computer, portable media player or "My WGSN" (where appropriate) of the User;

- 4.5.3 use extracts from the WGSN Content to form a collage of ideas (in either electronic or hard copy form) provided that:
- 4.5.3.1 the WGSN Content) is attributed to WGSN by showing the "©WGSN" copyright sign;
- 4.5.3.2 the collage is used strictly only within the Entity; and
- 4.5.3.3 no further copies of the collage are made.
- 4.5A. A User Licence also entitles the User to make unrestricted use of material described on the Site as "WGSN – downloadable".
- 4.5B. A User Licence also entitles the User to share, by means of the transfer by e-mail of files, WGSN Content with manufacturer or supplier partners of the Client provided that in such circumstances:
- (i) such partners do not comprise any fashion and/or style information service or other competitor of WGSN;
- (ii) WGSN Content is only:
- a) downloaded and displayed only on a single computer screen; and
- (b) used for the purpose of discussion only between the User and such third party and never for re-use or further dissemination, whether for marketing or any other purpose; and
- (iii) the Client brings the provisions of Clause 4.5B (i) and 4.5B(ii) clearly to the attention of any such partner and ensures compliance therewith.
- 4.6 Notwithstanding clauses 4.5A and 4.5B, the Client acknowledges and agrees that WGSN may in its sole discretion limit access to WGSN Content to the Client and other direct clients of WGSN only.
- 4.7 For the avoidance of doubt, the Client shall not and shall ensure that no User or permitted partner shall distribute, reproduce, modify, store, transfer or in any other way use any of the WGSN Content (including by using it as part of any library, news, information, archive, website or similar service) other than as permitted under the Agreement.
- 4.8 Except strictly as permitted under Clause 4.5A or Clause 4.5B, the Client shall not (and shall ensure that its User(s) shall not) sell, lease, transfer, sub-license or otherwise make available or permit access to the WGSN Content or any portion thereof, to any third party or any employee, consultant or contractor other than the Users or as permitted under clause 5.2 of this Agreement.
- 4.9 Without prejudice to any other right or remedy available to WGSN, WGSN shall be entitled to suspend all or any part of the Client's and/or any User's and/or other third party's access to the WGSN Content and/or WGSN Services in circumstances where WGSN has reasonable cause to believe that the Client is in breach of any of its obligations under this Clause 4, until such time as such breach has been remedied to the full satisfaction of WGSN.
- 4.10 Nothing in this clause 4 shall prejudice the rights of either party pursuant to the Copyright and Rights in Databases Regulations 1997.

5 SERVICES AND CONSULTING DELIVERABLES

- 5.1 WGSN warrants that the Services will be performed using reasonable care and skill and in accordance with the description set out in the Purchase Document.
- 5.2 In the event that the Purchase Document specifies that WGSN will produce Consulting Deliverables, WGSN grants the Client a non-exclusive, non-transferable, limited licence to use in accordance with the Agreement the Consulting Deliverables including any WGSN Content provided therein strictly and solely within the Entity.

6 WARRANTIES AND LIMITATION OF LIABILITY

- 6.1 The Client agrees that the Services and the WGSN Deliverables (the "WGSN Outputs") are provided only for general information and are not intended to address particular requirements of the Client. In particular, the WGSN Outputs do not constitute any form of advice, recommendation or arrangement by WGSN and shall not be relied upon by the Client or any User in making (or refraining from making) any specific investment or other business or personal decisions and the Client acknowledges that professional advice should be obtained before making any such decision.
- 6.2 WGSN will deploy anti virus software across its IT assets and Site but makes no warranty that the WGSN Outputs are free from infection, viruses or anything else that has contaminating or destructive properties or that the Client's use of the WGSN Outputs will be uninterrupted, error-free or secure or that any defects therein will be corrected.
- 6.3 Because of the number of sources from which WGSN obtains content and the nature of electronic distribution via the world wide web, WGSN does not give any warranties in respect of the WGSN Outputs, and in particular the Client acknowledges that WGSN Outputs are provided on an "as is", "as available" basis and WGSN does not guarantee their accuracy, timeliness, completeness, performance or fitness for a particular purpose. WGSN reserves the right to modify the WGSN Content at any time.
- 6.4 WGSN does not warrant, endorse, guarantee or assume responsibility for any product or service (i) advertised by a third party on the Site or (ii) offered by a third party through any site hyperlinked to the Site or make any representations about their content or availability. Any use or resultant transaction is made entirely at the Client's own risk and WGSN accepts no liability for any losses resulting from such action. Please note that WGSN gives no warranty that links to third party sites on the Site shall be marked as such.
- 6.5 All implied warranties are excluded from the Agreement to the fullest extent that they may be excluded as a matter of law.
- 6.6 Nothing in the Agreement shall limit WGSN's liability for death or personal injury resulting from WGSN's negligence or for fraud.

- 6.7 WGSN's aggregate liability in respect of any loss, damage, liabilities and expenses suffered by the Client in respect of any Term or Renewal Term and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the Charges paid by the Client for that Term or Renewal Term respectively. WGSN shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for any of the following suffered or incurred by the Client arising out of or in connection with the Agreement:

- 6.7.1 any loss arising from or in connection with loss of revenues, profits, data, contracts or business or failure to realise anticipated savings;
- 6.7.2 any loss of goodwill or reputation or any special, indirect or consequential losses;
- 6.7.3 any loss arising from failure by the Client or the User to use the Site and/or any part of the WGSN Outputs in accordance with the Agreement; or
- 6.7.4 third party claims of any kind.
- 6.8 For the avoidance of doubt and to the fullest extent permitted by law, WGSN shall have no liability whatsoever to any third party (including but not limited to any User) in connection with the Agreement.

7 TERMINATION

- 7.1 The Master Terms are framework terms and conditions which, once signed by the parties, will come into effect each time a Purchase Document is signed by the Client and a WGSN Authorised Signatory.
- 7.2 Either party may terminate the Agreement with immediate effect by written notice to the other:
- 7.2.1 if the other party commits a material breach of the Agreement which is not remediable, or (where the breach is capable of remedy) is not remedied within 30 days after being required by notice to do so; or
- 7.2.2 if the other party becomes or is declared insolvent or takes formal steps to commence bankruptcy (including the making of a bankruptcy order) or makes or proposes any composition with its creditors or the appointment of a receiver or similar officer over or in respect of some or all of its assets or takes any steps to enter into an insolvency process including without limitation the appointment of a liquidator, administrative receiver, administrator, provisional liquidator, receiver or any other office holder over or in respect of some or all of its assets or the filing of any papers at court in respect of a moratorium or the taking of any steps for dissolution or strike off.
- 7.3 The Charges shall be refunded to the Client on a pro rata basis in the event of termination by the Client pursuant to Clauses 7.2.1 or 7.2.2. In the event of termination for any other reason there shall be no refund of any Charges paid by the Client.

8 TERM AND AUTOMATIC RENEWAL

- 8.1 The Agreement shall (subject to suspension and/or early termination in accordance with these Master Terms) continue for the Term, and continue thereafter with effect from each Renewal Date for each Renewal Term unless Notice of Termination is served.
- 8.2 Notwithstanding any other provision of these Master Terms, WGSN reserves the right on providing the Client with 90 days' prior written notice to increase the Charges with effect from any Renewal Date, provided that if the Client does not agree to such increase, the Client may serve Notice of Termination. If Notice of Termination is not received by WGSN by the date falling 60 days prior to the next Renewal Date, the Agreement shall continue as referred to in clause 8.1 of these Master Terms save that references to the Charges shall be deemed to refer to the increased Charges. For the avoidance of doubt, the Charges in respect of any Renewal Term shall be payable by the Client in accordance with clause 3.3 of these Master Terms.

9 MEMBERSHIP UPGRADE

The Client or WGSN may at any time notify the other party that it wishes to upgrade the category of the Client's Membership, subject to agreement between the parties as to the term ("Upgrade Term"), charges payable ("Upgrade Charges"), users of ("Upgrade Users"), content ("Upgrade Content") and services provided ("Upgrade Services") in respect thereof. With effect from such date as the Membership upgrade has been agreed and effected (the "Upgrade Date"), the Agreement shall continue in full force and effect on these Master Terms save that all references to "Term", "Charges" "Users" "WGSN Content", and "Services" shall be deemed to refer to the Upgrade Term, Upgrade Charges, Upgrade Users, Upgrade Content and Upgrade Services respectively (as applicable), with effect from the Upgrade Date. For the avoidance of doubt, the Upgrade Charges shall be payable by the Client in accordance with clause 3.3 of these Master Terms.

10 CONSEQUENCES OF TERMINATION

- 10.1 Immediately following the expiry or termination of the Agreement, the Client will (i) procure that all Users and members of the Entity cease using the WGSN Content and the ID; and (ii) permanently delete from their records and storage media and destroy all copies of the WGSN Content or any parts thereof in the Client's possession or under the Client's control within 10 days of such expiry or termination. Upon such expiry or termination, WGSN shall be entitled to suspend all access to the WGSN Content and/or the Services provided under the Purchase Document.

10.2 If WGSN so requests, the Client shall provide WGSN with written confirmation (in the form required by WGSN) that the Client has complied with Clause 10.1 (the "Confirmation"). If WGSN does not receive the Confirmation within 28 days of such request, WGSN may charge the Client an amount equal to the greater of (i) 65% of the Charges; or (ii) three months of the then current charges for the WGSN Content (in the case of free trials where no Charges were previously payable in respect of the Agreement) (the "**Reduced Charge**"). Following payment of the relevant Reduced Charge the Client will be able to use all WGSN Content downloaded in accordance with the Agreement up to the date that a Confirmation is supplied to WGSN.

11 CONFIDENTIALITY

11.1 Save as expressly permitted hereunder, each party will keep confidential the terms of the Agreement as well as any other Confidential Information disclosed to it by the other party provided this shall not apply to any information which:

- 11.1.1 is/ becomes public knowledge other than by breach of this Clause 11;
- 11.1.2 is in the possession of the Receiving Party without restriction in relation to disclosure before the receipt date from the Disclosing Party;
- 11.1.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 11.1.4 is independently developed by the Receiving Party without access to the Confidential Information; or
- 11.1.5 is required to be disclosed by operation of law, government regulation, or order of a Court of competent jurisdiction, providing the Receiving Party first gives written notice of such required disclosure to the Disclosing Party.

11.2 The obligations with respect to Confidential Information shall survive termination of the Agreement and continue for as long as such information remains confidential.

12 PRIVACY POLICY

12.1 The Client consents to use of the Client's details, and shall procure that each User has consented to the use of their details, in accordance with the Privacy Policy.

13 GENERAL

13.1 The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the Courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement.

13.2 The Client may not assign, sub-license or otherwise transfer any of its rights or obligations under the Agreement without the prior written agreement of a WGSN Authorised Signatory, which shall not be unreasonably withheld or delayed.

13.3 Neither party will be held in breach of the Agreement in the event of any delay or failure to perform its obligations by reason of, to the extent of and for the duration (only) of any Force Majeure event.

13.4 No right, power or remedy conferred upon or reserved for WGSN is exclusive of any other right, power or remedy available to WGSN provided either under the Agreement or as a matter of law and each such right, power or remedy shall be cumulative.

13.5 In the event that any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

13.6 No person who is not a party to the Agreement, including but not limited to the User, shall have any rights under or in connection with the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement shall not be subject to the consent of any third party.

13.7 Each of the parties agrees that in entering into the Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in the Agreement

13.8 Where the Agreement has been translated into a language other than English and there is any inconsistency between the interpretation of the English version and the translated version, the meaning under the English version shall prevail.

13.9 Notwithstanding termination or expiry of the Agreement, any provisions in the Agreement that by their nature are intended to survive expiration or termination of the Agreement shall continue to have full force and effect.