

## WGSN Terms of Business

### GENERAL TERMS

#### 1 Contract Formation

- 1.1 The terms on which we will provide Services and/or Deliverables to you are captured in writing on an Order Form.
- 1.2 Whichever is earlier of you signing an Order Form, completing an online registration form and clicking “accept” or similar assent where applicable, is your offer to purchase the Services and/or Deliverables from us on these Terms (an “Offer”). Our signing of an Order Form, sending of a confirmation email or supplying Services and/or Deliverables (which includes any necessary preparatory work) to you in accordance with the Order Form is acceptance of your Offer (“Acceptance”) and creates a binding contract consisting of the Order Form and these Terms (the “Contract”).
- 1.3 No other terms and conditions, (including, without limitation, your own terms, the pre-printed terms on the back of any PO, or those implied), will apply to this Contract unless we have agreed in writing.
- 1.4 You and we may in future agree terms on which we will provide additional Services and/or Deliverables to you. We will capture any such terms in an additional order form. We may agree that the General Provisions of these Terms will apply to the contract created pursuant to such additional order form.

#### 2 Term and Termination

- 2.1 A Contract starts on the Start Date specified in the Order Form (the “**Start Date**”) and will continue until the earlier of:
  - 2.1.1 the specific end date included in the Order Form (if any);
  - 2.1.2 termination by notice in accordance with any specific provisions of the Order Form (if any); or
  - 2.1.3 termination in accordance with these Terms.
- 2.2 Neither party is entitled to terminate, delay, suspend or vary a Contract other than in accordance with these Terms.
- 2.3 A party may immediately terminate a Contract by giving the other party written notice if the other party materially or repeatedly breaches the terms of that Contract, and, (where the breach(es) are capable of remedy), fails to remedy such breach(es) within 30 days of receiving written notice requesting remedy of the breach(es).
- 2.4 A party may immediately terminate a Contract if the other party is subject to an Insolvency Event.

#### 3 Our warranties

- 3.1 We warrant that:
  - 3.1.1 we will use reasonable skill and care in providing the Services and Deliverables;
  - 3.1.2 the Services and Deliverables will conform to any applicable industry standard;
  - 3.1.3 the Services and Deliverables will comply with any applicable law;
  - 3.1.4 we will meet or exceed any service levels in the Order Form; and
  - 3.1.5 the Services and Deliverables will conform with any specification in the Order Form (a “**Specification**”).

## **4 Fees and Payment**

- 4.1 Unless otherwise agreed in writing as part of a Contract, we may invoice you for Services and Deliverables in full and in advance.
- 4.2 You must pay each undisputed invoice:
- 4.2.1 by the date agreed in the Contract; or
  - 4.2.2 if no such date has been agreed, within 30 days of the date of the invoice.
- 4.3 You are not entitled to set-off any amount we owe you against any amount you owe us.
- 4.4 A party may charge the other interest on any late payments. Interest accrues each day from the original due date for payment until the actual date the overdue amount is paid at a rate equal to the lesser of 1.0% per month and maximum rate permitted by applicable law.
- 4.5 You must reimburse us for any reasonable costs and expenses we incur in recovering any late payments from you. On your written request we will provide evidence of such costs and/or expenses.
- 4.6 We may suspend the provision of any Services or access to any Deliverables if you owe us anything, from 14 days of the date the debt became overdue.
- 4.7 On termination of a Contract anything you owe us in relation to the Contract will become due immediately. We may recover from you any costs we incur in collecting overdue monies from you.
- 4.8 Amounts payable by you in relation to a Contract are exclusive of VAT, sales, use and any similar taxes unless expressly agreed in writing as part of the Contract. If you do not pay such taxes you will be responsible for their payment to relevant authorities. We reserve the right to collect taxes and our reasonable costs of collection from you at any time, except with respect to any taxes based on our net income. In certain jurisdictions, we may be required to collect and remit sales tax in connection with your purchase of Services and Deliverables. Any such taxes will be added to the fees and reflected on your invoice.
- 4.9 Following the first anniversary of the Start Date, but not more than once in each year of a Contract, we may automatically increase any fees by an amount not exceeding the lower of (i) the percentage increase in the Applicable Price Index in the preceding year plus 5% and (ii) the maximum amount permitted by law.

## **5 Incorporation of Website Terms**

Where you access Services or Deliverables via our website(s), your access (and use) will be governed by these terms in conjunction with the terms of use of that website (“**Website Terms**”). In the event of any conflict between these Terms and the Website Terms, these Terms will prevail and apply.

## **6 Intellectual property**

- 6.1 All Intellectual Property Rights in anything we supply are our property or the property of our third party licensors, and will not transfer to you by Contract.
- 6.2 We grant you a non-transferable, non-exclusive, non-assignable, revocable, world-wide, royalty free limited license, without the right of sub-license, to access and use the Services and Deliverables for your own internal purposes during the term of the Contract.
- 6.3 Any rights not expressly granted herein are reserved by us. To the extent that you acquire any right, title, or interest in or to any Ascential Property (other than with respect to such limited license), you hereby assign and convey all such right, title and interest therein to us.

- 6.4 We acknowledge that the Customer Materials are your property and that you own all Intellectual Property Rights in and to the same.
- 6.5 You agree that we (including our Affiliates) may freely use any data (including the Customer Materials and any data on your websites) which we learn, acquire or obtain in connection with the performance of a Contract to improve the quality of our services and deliverables.
- 6.6 We indemnify you against any loss, damages or reasonable costs you incur in connection with claims, demands, suits, or proceedings made or brought against you by a third party claiming that the Deliverables infringe the Intellectual Property Rights of a third party (a "Claim"); provided, however, that we will not have any liability to indemnify you for a Claim to the extent the alleged infringement arises from: (i) changes to the Deliverables made at your specific written direction; (ii) your failure to use new or corrected versions of the Deliverables provided by us where you are notified that use of such new or corrected version is necessary to avoid infringement; (iii) the modification of the Deliverables by you or any third-party on your behalf other than as expressly contemplated by the Contract without our written consent; or, (iv) combination of the Deliverables with systems, materials or software other than as contemplated by the Contract.
- 6.7 You must:
- 6.7.1 immediately give us written notice of a Claim (provided that your failure to so notify will not relieve us of our indemnification obligations hereunder except, and only to the extent, that we are prejudiced thereby);
  - 6.7.2 give us full control of the defense and settlement of the Claim (provided that (a) you may participate in the defense at your own expense and (b) we may not settle or defend any Claim unless we unconditionally release you from all liability in relation to that Claim); and
  - 6.7.3 provide us with all reasonable assistance in relation to the Claim at our expense.
- 6.8 If we believe that a Claim could prevent you from receiving or using all or any part of the relevant Services or Deliverables, we may:
- 6.8.1 procure the right for you to make continued use of the relevant Services and Deliverables;
  - 6.8.2 replace or modify the Deliverables so that they become non-infringing, as the case may be; or
  - 6.8.3 terminate the relevant Deliverables immediately on written notice to you, and refund to you any pre-payment in relation to such cancelled Deliverables.
- 6.9 You indemnify us against any loss, damage or reasonable costs we incur in connection with claims made or brought against us by a third party alleging that any Customer Materials infringe the Intellectual Property Rights of the third party. We must:
- 6.9.1 promptly give you written notice of the claim (provided, that our failure to so notify will not relieve you of your indemnification obligations hereunder except, and only to the extent, that you are prejudiced thereby);
  - 6.9.2 give you full control of the defense and settlement of the claim (provided that (a) we may participate in the defense at our own expense and (b) you may not settle or defend the claim unless you unconditionally release us from all liability in relation to the claim); and
  - 6.9.3 provide you with all reasonable assistance in relation to the claim at your expense.

## **7 Delivery and your obligation to enable our performance**

7.1 You must provide us with such:

7.1.1 access to premises and facilities; and

7.1.2 information, instructions and materials

as we require from time to time to enable us to perform a Contract.

7.2 You agree that to the extent that you cause failure or delay to our performance of any obligation under a Contract, we will not be in breach, nor liable to you for any related loss.

## **8 Insurance**

Each party must hold sufficient insurance to cover its potential liabilities under the Contract. This includes (without limitation) any insurance required by applicable law or specified on the Order Form.

## **9 Compliance with applicable laws including those relating to data privacy**

Both parties must comply with all applicable laws in connection with the provision and use of the Services and Deliverables, including but not limited to those related to data privacy and personal data.

## **10 Anti-Bribery and Sanctions**

10.1 Each party warrants that it will:

10.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption;

10.1.2 put in place, comply with and maintain codes of conduct and anti-bribery and anti-corruption policies as are appropriate to meet its statutory responsibilities in this regard; and

10.1.3 promptly notify the other party of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with a Contract.

10.2 We are part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot receive consideration from individuals or organizations based or residing in, or connected with, a country or organization which is subject to EU or US Government sanctions. We may refuse to accept an Offer from or provide Services and Deliverables to any such person or organization for any reason.

10.3 Breach by either party of these Anti-Bribery and Sanctions provisions will be a material breach of a Contract.

## **11 Consequences of Termination**

11.1 Termination of a Contract by either party will not affect the operation of any other Contract between the parties.

11.2 Termination or expiration of a Contract, or any part thereof, will not affect the continuance in force of any provision of the Contract or the relevant constituent part which is expressly or by implication intended to survive termination.

## **12 Liability**

12.1 Nothing in a Contract will operate to exclude or limit a party's liability for death or personal bodily injury caused by its or its employees or subcontractors' negligence, or for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law or for any breach by you of the usage restrictions in any Module.

12.2 Subject to the foregoing and to the maximum extent permitted by applicable law:

12.2.1 **neither party will be liable to the other arising out of or in connection with a Contract for any of the following types of losses, damages, or expenses of any kind arising out of or in connection with that Contract;**

- (a) **consequential;**
- (b) **indirect;**
- (c) **special;**
- (d) **lost profits; \***
- (e) **lost revenue\*;**
- (f) **lost sales\*;**
- (g) **anticipated savings; and**
- (h) **losses, damages, or expenses arising from loss of data;**

**\*Excludes the fees for Services agreed upon in an Order Form**

12.2.2 **except for any liability under any indemnity in clause 6 in relation to intellectual property, each party's total aggregate liability to the other arising out of or in connection with a Contract will be limited to two times the amount paid and payable pursuant to the Contract; and**

12.2.3 **neither party will have any liability to the other party for any failure or delay in performing an obligation under a Contract because of any event beyond that party's or its subcontractors' reasonable control.**

12.3 You are not entitled to rely on the exclusions of liability in this clause to relieve you from liability to pay monies payable to us.

12.4 Each party acknowledges that in entering into a Contract it has not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in the Contract.

## **13 Confidentiality and Data Protection**

13.1 Each party will ensure that it:

13.1.1 keeps the Confidential Information confidential and does not disclose it to any third party; and

13.1.2 only uses Confidential Information in relation to the Contract,  
unless otherwise permitted by these Terms.

13.2 The commitments in clause 13.1 above **do not apply** to any Confidential Information which was:

13.2.1 publicly available before the Start Date or subsequently becomes publicly available through no failure to comply with the Contract;

13.2.2 already known to a party or is subsequently legitimately disclosed to a party by a third party without legal restriction; or

13.2.3 developed independently by a party without use of or reliance on the Confidential Information received under the Contract.

### 13.3 A party may disclose the Confidential Information:

13.3.1 to its Affiliates, agents, contractors and suppliers, provided that: (a) those third parties have entered into non-disclosure agreements no less onerous than as set out in these Terms; and (b) the party disclosing Confidential Information to those third parties ensures and is liable for their compliance with these Terms; and

13.3.2 where and to the extent required by applicable law, provided prompt written notice of that requirement is given to the original discloser (where such notice is lawful).

13.4 All Confidential Information disclosed by a party or its Affiliates remains the property of the discloser. Each party must return or, if clearly instructed by the other party, destroy that received Confidential Information remaining in its or its Affiliates' possession or control, within thirty (30) days of written request from the other party. Confidential Information may be retained to the limited extent required as part of securely-held confidential records to be used only to determine and/or comply with legal obligations (including secure electronic backups of these records, which may only be used to replace the permitted records if lost or corrupted).

13.5 Both parties will comply with all the obligations imposed on an independent Data Controllers under the Spanish Data Protection Legislation, including prompt notification of any potential or actual breach of these obligations. Both parties will always use appropriate technical and organisational measures to protect any of the other party's Personal Data that is held as part of the Services against loss or unauthorised use or access. Capitalised terms used in this clause 13.5 have the meanings given in the Spanish Data Protection Legislation in force at the time.

We will process your data in accordance to our Privacy Policy, which is accessible at: <https://www.wgsn.com/en/privacy-cookies-policy/>.

## 14 Boilerplate

14.1 The terms and provisions of this Contract are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

14.2 The documents comprising the Contract (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between the parties relating to the subject matter of the Contract and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of the Contract.

14.3 In the event of conflict or inconsistency between the Order Form, the Module Terms and the General Terms, and between any of the foregoing and a document referred to in the Contract, documents will take precedence in the order listed above.

14.4 You represent and warrant that the person executing this Contract has the authority to bind you to the terms hereof. You will require any employee, contractor or agent who accesses the Services or Deliverables to adhere to the relevant terms of the Contract.

14.5 Notices required under Contract will be sent by email to the relevant party's address on the Order Form or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission.

14.6 The parties acknowledge and agree that our communication may be electronic, and that any communications sent electronically comply with any legal or contractual requirement that such communication be made in writing.

- 14.7 We may assign, sub-license or otherwise transfer to any Affiliate the benefit of any of its rights under the Contract if we give you reasonable prior written notice. We may sub-contract our performance of any obligation under a Contract to any of our Affiliates without notice. This will not affect our performance obligations, nor liability to you in relation to the Contract. We will be responsible for any violation of our obligations hereunder by any such sub-contractor. Otherwise, neither party may assign, sub-license, subcontract or otherwise transfer to any third party any of its rights or obligations under the Contract without the other party's prior written consent.
- 14.8 If any provision of the Contract is held to be invalid or unenforceable, that portion will be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of the Contract will remain valid and enforceable.
- 14.9 Any translations of the Contract from English are provided merely for convenience and will not be legally binding. In the event of any conflict between the English language version and any translations, the English version will prevail.
- 14.10 Where these Terms use the words 'include' and 'including', these are illustrative and not limiting.
- 14.11 The Contract will not create, nor will it be construed as creating, any partnership or agency relationship between the parties.
- 14.12 Each party will comply with all applicable laws and government regulations which apply to a Contract.
- 14.13 Nothing in a Contract will require either party to do or omit to do anything which would contravene any applicable laws or government regulations.

## **15 Law and Jurisdiction; Waiver of Jury Trial**

- 15.1 This Contract shall be governed by and construed in accordance with the laws of Spain, and the courts of Barcelona will be the exclusive venue for all disputes between the parties arising out of or in connection with this Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts.
- 15.2 Where the Ascential contracting entity (as identified on the relevant Order Form) is a member of Ascential Europe – APAC, unless otherwise set out in clause 15.3 of these Terms below;
- 15.2.1 the Contract will be governed by and construed with the laws of England and Wales; and
- 15.2.2 the courts of England and Wales will be the exclusive venue for all disputes between the parties arising out of or in connection with the Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts.
- 15.3 Where the Ascential contracting entity (as identified on the relevant Order Form) is a member of Ascential Americas;
- 15.3.1 the Contract will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules;
- 15.3.2 the state and federal courts located in the City of New York, Borough of Manhattan, New York, will be the exclusive venue for any and all disputes between the parties arising out of or in connection with the Contract and the parties hereby submit to the personal jurisdiction of, and waive any objections to venue in, such courts; and

**15.3.3 EACH PARTY HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY DISPUTE, ACTION, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

15.4 Where the Ascential contracting entity (as identified on the relevant Order Form) is registered in the People’s Republic of China and you are registered in the People’s Republic of China;

15.4.1 the Contract will be governed by the laws of the People’s Republic of China; and

15.4.2 any dispute arising out of or relating the Contract shall be referred to, and finally settled by, arbitration in Shanghai International Economic and Trade Arbitration Commission.

15.5 This choice of law and jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of Intellectual Property Rights.

## 16 Definitions

16.1 In these Terms the following definitions apply:

**Affiliates** means any entity controlled by a party or under a party’s common control, where “control” means: direct or indirect ownership, in an entity of 50% or more of the voting rights conferred by all the issued shares or equity interests in the capital of that entity; **or** the power to determine directly or indirectly the composition of the majority of the board of directors, similar management body or direct the management of such entity;

**Ascential, we, us, our** means the member of the Ascential group of companies identified on the Order Form;

**Ascential Americas** means any current or future entity which is part of the Ascential Group of companies that is domiciled in the United States;

**Ascential Europe APAC** - means any current or future entity which is part of the Ascential Group companies that is domiciled in a country other than the United States, (with the exception of any entity registered in the People’s Republic of China);

**Ascential Property** means the Services, the Deliverables (including, without limitation, all derivatives or improvements), any patents, processes, software, code, files, technology, templates, forms, scripting, trade secrets, products, reports, ideas, concepts, operations, plans or intentions, know-how, market opportunities, customers, business affairs, development plans and financial information, any suggestions, information, enhancements, requests, feedback, recommendations or other input provided by any party relating to the Services or Deliverables, and any other items we create in relation to our performance of our obligations pursuant to a Contract;

**Applicable Price Index** means:

- (i) where the contracting Ascential entity as identified on the Order Form is a member of Ascential Americas, the Consumer Price Index, all Urban Customers, United States, All Items rate; and,
- (ii) where the Ascential entity as identified on the Order Form is a member of Ascential Europe – APAC, the UK Retail Price Index (RPI) All Items rate;

**Confidential Information** means any information, disclosed by a party to the other party, in relation to a Contract, which is designated as confidential, commercially sensitive, or confidential in nature



<b>Customer Materials</b>	means anything you provide to us to enable us to perform our obligations pursuant to a Contract;
<b>Deliverables</b>	means the deliverables described in an Order Form;
<b>Event</b>	means the event organized and provided by us as set out in the Order Form or Registration form;
<b>Insolvency Event</b>	means a situation where a party cannot pay its debts as they fall due, has a petition for winding up or an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or proposes to make any arrangement with its creditors, has a receiver (administrative or otherwise) or an administrator appointed over all or any part of its business or assets, or goes into liquidation or any event having a similar effect to any of the foregoing applies to a party under the laws of any jurisdiction ;
<b>Intellectual Property Rights</b>	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Module Terms</b>	means terms specific to the Services and/or Deliverables you have ordered from us, which are set out below;
<b>Services</b>	means the services described in the Order Form; and
<b>Spanish Data Protection Legislation</b>	means all applicable data protection and privacy legislation in force from time to time in Spain including the General Data Protection Regulation ((EU) 2016/679); the Personal Data Protection Act (Organic Law 3/2018); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Information Society Services Act (Law 34/2002).

## MODULE TERMS

### 17 Digital Services Module

- 17.1 Where, as part of a Contract, we provide digital services or deliverables, as noted on the relevant Order Form, the following additional terms will apply to the Contract.
- 17.2 The Contract will commence on the Start Date and (subject to early termination in accordance with these Terms) continue for the initial period set out on the Order Form (the "Initial Period"). Unless a party provides not less than 90 days' written notice to the other that it does not want the Contract to renew, the Contract will automatically extend for a period equivalent to the Initial Period on expiry of the Initial Period and each subsequent anniversary of the expiry of the Initial Period. This will not prevent early termination in accordance with these Terms.
- 17.3 Your access to and use of the Services is restricted to your employees and individual contractors (i.e. natural persons) (collectively, the "Users"), and permitted for your internal business operations only. You may not designate any other individuals (including employees and individual contractors of your Affiliates) as Users. You agree not to permit any third-party to access the Services except as expressly authorized in a separate Third-Party Access Agreement provided by us. We will issue usernames and personal passwords to authorize acceptable Users to use the Services. Each username and User access is unique. The User must keep the password confidential and must not share or permit access to the Services by any other person. You must immediately notify us of any User who ceases to be your employee or full-time contractor or who is otherwise no longer to be permitted access to the Services for whatever reason and such User's username and password will be deactivated. You are responsible for ensuring User compliance with this Contract and accept responsibility and liability for the acts and omissions of your Users. Your digital services may be subject to a set-up period during which you may not have access, or may have limited access, to the Services after commencement of the Contract. The length of this set-up period may vary depending on the customization of the Services requested and your delivery of any required Customer Materials.
- 17.4 We make no representations or warranties regarding the reliability, availability, timeliness, suitability, accuracy or completeness of the Services and Deliverables or the results that you may obtain by using them.
- 17.5 We do not represent or warrant that:
- a) the operation or use of the Services or Deliverables will be timely, uninterrupted or error-free;
  - b) the quality of the Services or Deliverables will meet your requirements; or
  - c) the Services or Deliverables will function properly in combination with any third party-services, technology, hardware, software, systems or data.
- 17.6 You acknowledge that the Services and Deliverables may be subject to limitations, delays, loss or corruption of information and other problems inherent in the use of electronic communications facilities.
- 17.7 Except where expressly provided otherwise, the Services and Deliverables are provided on an "as is" basis. You are solely responsible for ensuring that the Services and Deliverables are appropriate and suitable for your needs and that the assumptions (if any) set out in the Order Form are accurate.
- 17.8 You agree that neither the Services or Deliverables are advice or recommendations from us and you must not rely on them to make decisions.
- 17.9 From time to time, we may:
- a) temporarily suspend for the purpose of emergency repair, maintenance or improvement, all or part of any Services or Deliverables without notice;
  - b) temporarily suspend all or part of any Services or Deliverables for scheduled support and maintenance by providing notifications and giving reasonable notice of such suspensions;

- c) suspend all or part of any Services or Deliverables without notice if we believe that you have breached a Contract; and
  - d) vary the Specification for operational or any other reason, provided that there is no material detriment to the operation of such Services or Deliverables.
- 17.10 We reserve the right at any time and from time to time to modify, temporarily or permanently, any Services or Deliverables or any component or feature thereof. You agree that we will not be liable to you or to any third party for any such modification of the Services or Deliverables if there is no material detriment to their operation.
- 17.11 Except where expressly provided otherwise, and without limiting your obligations elsewhere in the Contract, you will not disclose, provide, resell or otherwise make available the Services or Deliverables to any third-party, including (without limitation) any retailer, data provider, or manufacturer, unless expressly authorized by us in a separate written agreement. You further agree that you will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or Deliverables except as permitted by applicable law; (ii) modify, translate, or create derivative works based on the Services or Deliverables, or incorporate names or likenesses of individuals, locations, structures or other proprietary material referred to in the Services or Deliverables in or on your products, or copy (except for archival purposes), rent, lease, distribute (except as expressly permitted herein), pledge, assign, or otherwise transfer or encumber rights to the Services or Deliverables; (iii) use or access the Deliverables or Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us, or use (or permit the use of) the Services or Deliverables to generate any statistical information which is sold or otherwise made available to any third party; (iv) remove any proprietary notices or labels from the Services or Deliverables or use our or any third party's trade names, trademarks or service marks in or on your products; (v) use the Services or Deliverables in any manner that could damage, disable, overburden, impair, obstruct or otherwise interfere with our provision of the Services, the Deliverables or our business; (vi) use the Services to store or transmit computer viruses or other harmful code; (vii) interfere with or disrupt the integrity or performance of the Services; (viii) frame or mirror any content forming part of the Services, other than on Customer's own intranet for Customer's internal business operations as permitted under the Contract; (ix) attempt to gain unauthorized access to the Services or its related systems or networks; or (x) permit direct or indirect access to or use of the Services in any manner that circumvents any restrictions or limitations under the Contract.
- 17.12 You may provide pictorial works included within the Services or Deliverables to your suppliers, vendors, independent contractors and consultants for the sole purpose of aiding you in connection with your product design, development, inspiration, research and manufacturing requirements only. You must ensure that any third parties who access pictorial works in this way comply with the usage restrictions set out in this Contract and you accept responsibility and liability for the acts and omissions of those third parties.
- 17.13 With respect to digital content within our "Design Library" or "Design Resources", we grant you a non-transferable, non-exclusive, limited licence to do the following:
- a) view, download and print such content;
  - b) create derivative works using pictorial works included in such content; and
  - c) use those derivative works on or in your products.

This license is granted for your internal research, product design, development, inspiration and manufacturing purposes only. Such content is provided 'as is' without warranty or condition of any kind, either express or implied or statutory, and your use of the same in accordance with the limited licence contained in this paragraph is solely at your own risk. Where you are an educational institution, this license is granted for your non-commercial, educational use only.

17.14 We may limit the data and deliverables that are available on the Services based on either or both of (i) the date of first publication or (ii) the amount of data stored on the Services platform. Thereafter, we may archive the data and deliverables in which case the data may be available via an extract for an additional fee.

17.15 If you are acquired by a third party, you agree that we may increase the fees payable for any Services or Deliverables to reflect potential or actual increased usage of Services and Deliverables.

## 18 **Consultancy Services Module**

18.1 Where, as part of a Contract, we provide consultancy services or deliverables, as noted on the relevant Order Form, the following additional terms will apply to the Contract.

18.2 The Order Form will specify whether the fees are fixed or are calculated on a time and materials basis. If fees are stated as a fixed total amount, that is not a guarantee that the Services will be completed and Deliverables will be delivered for that amount.

18.3 Where fees are calculated on a time and materials basis, the Order Form will show our daily rate for each individual person. Daily rates are calculated based on an eight-hour day worked between the hours of 8am to 6pm in the jurisdiction in which the Services are performed.

18.4 The fees exclude hotel, subsistence, travel and other ancillary expenses reasonably incurred by us in our provision of the Services.

18.5 We are entitled to charge an overtime rate of 25% of the standard daily fee rate on a pro-rata basis for any time worked outside the hours specified in the Order Form.

18.6 We will invoice you for the fees at the intervals specified on the Order Form. If no intervals are specified, we will invoice you at the end of each month for Services performed and Deliverables delivered during that month.

18.7 You are responsible for inspecting the Deliverables and any defect must be reported to us in writing within 30 days of our provision of the relevant Deliverable(s). We will not be in breach of a Contract nor liable to you for any defect in Deliverables which are reported after 30 days after they have been provided to you.

18.8 If we deliver Deliverables which do not comply with a Specification, you may refuse to take delivery of those Deliverables only, but you must accept any other Deliverables delivered pursuant to the same Contract which do comply with the relevant Specification.

## 19 **Event Attendance Module**

19.1 When you register to attend an Event, the following additional terms will apply to the Contract.

19.2 We will supply specific information relevant to the Event at the time of booking ("Booking Information") via our website, via the Event website or by any other reasonable means. Booking Information will be specific to the relevant Event and will form part of the Contract.

### 19.3 **Tickets and booking**

19.3.1 All tickets to an Event are subject to availability.

19.3.2 Tickets issued for use are valid for the named attendee only and cannot be transferred unless specified in the Booking Information.

19.3.3 We are not obliged to provide you with replacement tickets for lost or stolen tickets.

19.3.4 Tickets must not be used by any person, company or third party for marketing, media, sale promotion, staff reward program or competition purposes whether commercial or non-commercial except with our prior written permission.

### 19.4 **Attendance at the Event**

19.4.1 You will be subject to any security and safety procedures and policies that are applicable to the Event and to the venue at which the Event is held (the "Venue").

19.4.2 You must ensure that you have photographic ID with you during the Event. If you are unable to provide identification which matches your ticket, we have the right to require you to leave the Event immediately.

19.4.3 We may refuse you admission to the Event or require you to leave the Event, if at any time we have reason to believe that you have:

- a) breached any provision of the Contract;
- b) committed a criminal offense;
- c) behaved in a disorderly manner or in a way that has an adverse effect on public safety; or
- d) behaved in an anti-social manner or in a way that causes a public nuisance.

19.4.4 You may not organize, facilitate or participate in any commercial, promotional or trading activities at the Event, Venue or near the Event without our express prior written permission. We will be entitled to charge a fee for any commercial, promotional or trading activity (including filming, photography and recording) which takes place at the Event, at the Venue or near the Event.

## 19.5 Content

19.5.1 You agree to being filmed, photographed, referenced and recorded for television, radio, webcast, social media and in any other medium, including written format and/or by any CCTV cameras and recordings operated by or on behalf of and made by or on behalf of us, and to the maximum extent permitted by applicable law, you agree to waive any rights arising under the laws of any jurisdiction. You grant to us an irrevocable, worldwide, royalty-free licence to make such use of your name, voice, biography and likeness in any media and any recording, filming or photography of the Event as we reasonably require in connection with the exploitation, advertising and promotion of the Event.

19.5.2 All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including but not limited to any audio or audio-visual recording of the Event) ("Content") is owned by us or is included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted without our prior written approval. You must not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes will be permitted), and in particular (but without limitation) you must not (and must procure that each of your delegates must not):

- a) upload any Content into any shared system;
- b) include any Content in a database;
- c) include any Content in a website or on any intranet;
- d) transmit, re-circulate or otherwise make available any Content to anyone else;
- e) make any commercial use of the Content whatsoever; or
- f) use Content in any way that might infringe third party rights or that may bring us or any of our Affiliates into disrepute.

19.5.3 You acknowledge that the Content does not necessarily reflect our views or opinions. Please do not rely upon the Content in making or refraining from making any specific business decision or other decisions. We cannot accept any liability to you or anyone else for any losses of any nature resulting from any decision made or not made, or action taken or not taken, in reliance on the Content. This disclaimer statement is in addition to any disclaimer, limitation, waiver or exclusion contained within these Terms.

19.5.4 **DISCLAIMER: INFORMATION CONTAINED IN THE CONTENT SHOULD NOT BE RELIED UPON AS ADVICE OR USED IN PLACE OF PROFESSIONAL OR OTHER ADVICE. WHILST WE TAKE REASONABLE CARE TO ENSURE**

**THAT THE CONTENT CREATED BY US IS ACCURATE AND COMPLETE, SOME OF IT IS SUPPLIED BY THIRD PARTIES AND WE ARE UNABLE TO CHECK ITS ACCURACY OR COMPLETENESS. YOU SHOULD VERIFY THE ACCURACY OF ANY INFORMATION (WHETHER SUPPLIED BY US OR THIRD PARTIES) BEFORE RELYING ON IT. THE CONTENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED). WE HEREBY EXCLUDE TO THE FULLEST EXTENT PERMITTED BY LAW ALL LIABILITIES, COSTS, CLAIMS, DAMAGES, LOSSES AND/OR EXPENSES ARISING FROM ANY INACCURACY OR OMISSION IN THE CONTENT OR ARISING FROM ANY INFRINGING, DEFAMATORY OR OTHERWISE UNLAWFUL MATERIAL IN THE CONTENT.**

19.5.5 To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time for any reason.

## 19.6 **Changes to the Event**

19.6.1 We may change the format and/or content of the Event, provided that such change does not cause material detriment to the quality of the Event

19.6.2 Where you receive a credit related to our cancellation of an Event, such credit must be used by you to book a delegate place at an Event within 18 months from the date of issue. Following such 18-month period, the credit will expire.

19.6.3 Unless as explicitly set out in this Contract you will not be entitled to a refund following Acceptance, nor will you be entitled to receive a credit for a future event of your choice.

19.6.4 Individuals who can be defined as "Consumers" within the meaning set out in the Consumer Rights Act 2015 are not permitted to attend our Events.

## 19.7 **Liability exclusion**

We are not responsible for goods or services which you may purchase from third parties.