

## Data Products Agency Terms & Conditions

### 1. Basis of agreement

- 1.1 These terms and conditions (the “**Terms**”), together with the order form (the “**Order**”) signed or otherwise agreed by the Client, forms the entire agreement between the YouGov company named on the Order (“**YouGov**”) and the Client named on the Order, for the Product specified in the Order (the Order together with the Terms and the Appendix being the “**Agreement**”). These Terms apply to this Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Neither these Terms nor any Order shall be modified by any purchase order submitted by the Client, even if such purchase order is accepted by YouGov. In the event of any conflict between the Order and these Terms, the provisions in the Order will prevail.
- 1.2 Any defined terms used in these Terms shall have the meaning set out in the Order or in these Terms.

### 2. Supply of the Product

- 2.1 YouGov shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the provision of the Product.
- 2.2 YouGov shall use commercially reasonable endeavours to make the Product available on a 24x7 basis subject to any downtime that may be necessary for essential maintenance. Where YouGov anticipates such works will result in temporary unavailability YouGov will provide at least 24 hours’ notice to the Client and shall wherever possible carry out works outside working hours (GMT). The Client’s sole remedy for any interruption in the availability of the Product for any other reason due to the fault of YouGov shall be an extension of the term of the Client’s Subscription on a pro-rata basis.
- 2.3 YouGov may make changes from time to time to all or any part of the Product to improve the Product, comply with legal requirements or for other reasonable reasons.
- 2.4 YouGov may use appropriate technical protection measures to control access and/or to detect unauthorised use of the Product.

### 3. Fees and payment

- 3.1 All fees, charges and expenses shall be set out in the Order and shall be quoted, invoiced and paid in the currency stated on the Order.
- 3.2 YouGov shall invoice the Client as set out in the Order. YouGov shall invoice the Client the Subscription Fee specified in the Order in full in advance upon signing of the Order by the Client.
- 3.3 All invoices are payable in full within 30 days from the date of the invoice and all fees are subject to the addition of VAT, Goods & Services Tax (GST) or any other applicable sales tax at the prevailing rate.
- 3.4 The fees are exclusive of all disbursements and other incidental expenses incurred by YouGov on behalf of the Client with the Client’s prior written approval.
- 3.5 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any such withholding or deduction is required, the Client shall, when making the payment to which the withholding or deduction relates, pay YouGov such additional amount as will ensure that YouGov receives the same total amount that it would have received if no such withholding or deduction had been required.
- 3.6 Without prejudice to YouGov’s other rights, YouGov reserves the right to:
- 3.6.1 charge interest at the rate of 1.5% above the base rate of the National Bank of the jurisdiction where the YouGov entity to this Agreement is incorporated, compounded monthly or part of a month on any invoice remaining unpaid 30 days from the date of the invoice; and/or
- 3.6.2 suspend performance in the event that the Client fails, or in YouGov’s reasonable opinion it appears that the Client is likely to fail, to make payment when due under this Agreement or any other agreement with YouGov. The Client will be liable for fees charged by collection agencies for overdue invoices.
- 3.7 Where the Client is an agent for a third party end client it contracts as principal and will be primarily liable for all payments due under the Order.

### 4. Client’s obligations

- 4.1 The Client shall take technical and organisational steps to restrict access to the Product to Authorised Users, to ensure that Authorised Users do not share or disclose passwords, and to ensure that any unauthorised disclosure or use of passwords is reported promptly to YouGov. In the event of unauthorised use of the Product YouGov may, at its discretion and without prejudice to any other remedy, suspend or terminate access. Any intentional access given to unauthorised users will incur a license fee equal to the Client’s Subscription Fee.

### 5. Authorised uses, publication approval process, licences and restrictions on use

#### Authorised uses

- 5.1 The Client’s Authorised Users may:
- 5.1.1 download and print content from the Product;
- 5.1.2 distribute such content within the Client’s organisation for internal use only;
- 5.1.3 create new material derived from the content combined with other materials provided by the Client (“**New Material**”);
- 5.1.4 distribute limited extracts (“**Limited Extracts**”) from content to a limited audience comprising the Client’s end clients or prospective clients but not the general public; and
- 5.1.5 subject to the Client following the approval process in clause 5.3 below (“**Publication approval process**”) and including the attribution to YouGov, publish and make available to the public New Material and/or Limited Extracts from the content in press releases and other documents but YouGov reserves the right to waive or prohibit such acknowledgement.
- 5.2 In this Agreement, “**Respondent Level Data**” (or “**RLD**”) means all data held in the YouGov Database gathered from members of panels, survey groups and focus groups maintained by YouGov comprising questions and their replies and which is provided to a Client or an Authorised User as part of the Product. If the Client or an Authorised User wants to use the Product (including Respondent Level Data or RLD) in a way which falls outside the authorised uses set out in this Agreement, it can request additional rights from YouGov under a separate addendum agreement which YouGov will consider but will not be bound to grant.

#### Publication approval process

- 5.3 The Client may publish, communicate and make available to the public, via the internet or other publicly accessible electronic media, press releases and other documents making reference to YouGov as the source of the research (“**Public Document(s)**”) provided that the Client complies with the following quality assurance process:
- 5.3.1 the Client sends a draft of the Public Document to YouGov as an email attachment to YouGov’s email address as shown on the Order;
- 5.3.2 YouGov will review for accuracy in relation to the methodology used and respond with material corrections by email to the Client within 48 hours of receipt (provided that it is two sides of A4 or less and the Client acknowledges that it will take longer if the Public Document is longer than two sides of A4);
- 5.3.3 the Client may publish the Public Document incorporating YouGov’s corrections with attribution to YouGov as the source research agency;
- 5.3.4 where the Product is being provided in the UK, the Client acknowledges that YouGov, as a member of the UK British Polling Council, is required to, and will, display data tables relating to the Public Document on YouGov’s online platform;
- 5.3.5 if for any reason a Public Document is made public without that document undergoing the process set out in this clause, YouGov reserves the right to issue a press release with a version of the Public Document incorporating YouGov’s corrections (and may include some, or all, of the information set out below); and
- 5.3.6 all Public Documents must contain an attribution to YouGov in the following form: “Source: [insert YouGov company name] [insert year of creation] © All rights reserved” but reserves the right to waive or prohibit such acknowledgement.

- 5.4 YouGov may, upon becoming aware of publication, at its discretion release any information from the survey that sets such data into context, including but not limited to, sampling and weighting data, the precise questions asked, the full answer options provided to respondents, and the percentages of people, both overall and in the relevant subgroups, who responded to each answer option.

#### **Types of licence used by agencies**

- 5.5 If the Client is an agency, the following clauses provide guidance on the type of licence used by the agency and how they can use the data from the Product when providing services to their end clients. By default, the Client will have a base licence where it is an agency. However, the Client may upgrade to an enhanced licence provided that it enters into a separate agreement with YouGov and pays the required fees. In the event that the Client breaches this Agreement and shares more information with its end clients than it is permitted to under the base licence, YouGov reserves the right to charge the Client the fees it would have charged for the enhanced licence.

#### **Base licence**

- 5.5.1 If the Client has a base licence the Client may leverage the Product in support of its day to day business with existing clients. For example, the Client is allowed to:
- 5.5.1.1 leverage the Product data 'behind the scenes' as part of their creative planning or media planning and media buying activities, conducted on behalf of, or recommended to, an end client;
  - 5.5.1.2 conduct sector or market analysis. When sharing with an end client, all brands other than that end client brand should be masked;
  - 5.5.1.3 include Limited Extracts from the Product in ad hoc reports to, or conversations with, their end client to describe the methodology used, to explain the rationale for media planning and buying recommendations and to demonstrate the effectiveness of particular campaigns conducted on behalf of their end client;
  - 5.5.1.4 such ad hoc reporting can include numbers or charts from the Product, with the following limitations:
    - 5.5.1.4.1 the ad hoc reporting cannot be used as part of the Client's brand tracking initiative for its end clients;
    - 5.5.1.4.2 the same metrics and demographic combinations / crosstabs cannot be used in three or more consecutive reports.
    - 5.5.1.4.3 Clients are not allowed to provide more than three months of daily trend data in a report;
    - 5.5.1.4.4 Clients cannot provide raw data (data exported from the Product into a CSV, Excel or other type of file) directly to their end client;
    - 5.5.1.4.5 the Client can include only standard demographics (not custom demographics); and
    - 5.5.1.4.6 neither the Client nor its end clients can publish the data externally without prior approval from YouGov in accordance with the process set out in this Agreement.

#### **Enhanced licence**

- 5.6 If the Client has an enhanced licence, the Client will be permitted to leverage the Product in support of its day to day business with existing clients as further detailed in the Appendix to these Terms.

#### **Restrictions on use**

- 5.7 Neither the Client, nor any Authorised User may:
- 5.7.1 systematically scrape, crawl, harvest, retrieve or otherwise gather by electronic means any data or other content from the Product to monitor, access, copy, create, acquire or compile - directly or indirectly, in single or multiple downloads - a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, robots or spiders, or any automatic devices, programs, algorithms or methodologies or otherwise;
  - 5.7.2 re-distribute or make available to third parties any part of the Product or extract any software or scripts from the Product except as permitted in this Agreement; or
  - 5.7.3 remove, obscure or modify any copyright or other notices included in the Product nor any metadata or digital rights management intelligence that may be associated with the Product.
- 5.8 Nothing in this Agreement shall be construed as allowing the use of the Product, or any extracts from the Product to create a derivative work, product or service which:
- 5.8.1 infringes the IP rights of YouGov or its licensors;
  - 5.8.2 is a commercially competitive work, product or service or part thereof which competes with or could be substituted for a work, product or service provided by YouGov; or
  - 5.8.3 otherwise damages the commercial interests of YouGov.
- 5.9 Unless expressly stated on the Order, the rights provided under this Agreement are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

## **6. Intellectual property rights**

- 6.1 YouGov retains all intellectual property rights in the database of content built, operated and maintained by YouGov ("**YouGov Database**") containing data gathered from members of panels, survey groups and focus groups maintained by YouGov comprising questions put to these members and their replies ("**Respondent Data**"); and all other data and materials of whatsoever nature in the YouGov Database from time to time, including but not limited to, summary charts, tables, datasets, data analysis and reports ("**Database Content**").
- 6.2 No rights in the Product, the YouGov Database, Respondent Data or the Database Content are granted or conveyed by YouGov other than the limited licence to use them as set out in this Agreement.

## **7. Confidentiality**

Each of YouGov and the Client will keep confidential and will not disclose to any third party any information relating to the business and/or operations of the other party that is disclosed by or on behalf of the other party and either expressly marked as confidential or by its nature clearly confidential. This obligation will not apply to any information that is trivial, was known to the receiving party before disclosure, is in the public domain other than through breach of this clause or is required to be disclosed by a court, regulator or other competent authority.

## **8. Data protection**

- 8.1 Each party agrees to comply with applicable data protection laws in relation to the Product.
- 8.2 In the event that a party (as data controller) requires the other party to process its personal data (as data processor) the parties will execute a separate written contract which specifies the nature of the processing due to take place and each party's responsibilities and obligations.
- 8.3 As the Client deliverables do not contain any personal data, the Client undertakes that it will not (nor attempt), alone or using a third party, to re-identify any individuals or otherwise create personal data using those materials (whether in combination with other data or otherwise).

## **9. Exclusions and limitations of liability**

- 9.1 Nothing in this Agreement will operate to exclude or limit:
- 9.1.1 either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation; or
  - 9.1.2 either party's liability under any indemnity it gives under this Agreement; or
  - 9.1.3 any other liability that cannot be limited or excluded by law.
- 9.2 Subject to clause 9.1, neither party shall be liable for any:
- 9.2.1 loss of: data; use; reputation; goodwill or opportunity;
  - 9.2.2 loss of or failure to realise expected profit, revenue, savings or any other form of pure economic loss, whether any such
  - 9.2.3 loss is direct or indirect; or
  - 9.2.4 form of indirect, special, incidental, punitive or consequential loss or damages and, in each case, however arising.
- 9.3 Subject to clause 9.1, YouGov's maximum aggregate liability to the Client for all claims (whether arising in contract, tort, breach of statutory duty or otherwise) under an Order in relation to the Product, whether in respect of a single event, series of connected events or of

unconnected events, shall not exceed an amount equal to one hundred per cent (100%) of the total amount of the fees paid by the Client under the relevant Order in the year in which the claim is made.

- 9.4 YouGov does not predict or assure any particular substantive results of its research in advance, nor does YouGov accept any liability for any loss suffered by the Client or by any third party (including but not limited to any client or customer of the Client) as a direct or indirect result of its use of any of survey data or of making any business decision, or refraining from making any such decision, based wholly or partly on the survey data, expression of opinion, statement or other information or data provided to the Client as part of the Services or arising from the interpretation by the Client or any third party of survey reports or of other data furnished by YouGov and the Client shall indemnify YouGov accordingly.
- 9.4.1
- 9.4.2
- 9.4.3
- 9.4.4
- 9.5 The Client shall also indemnify YouGov and its officers and employees against any loss, damage or other liability suffered as a result of any claim or proceedings arising in connection with the use by, or on behalf of the Client of content from the Product for the purposes of: (i) comparative advertising claims; (ii) investment offerings; (iii) litigation; and/or (iv) political lobbying work.
- 9.6 All warranties, conditions or representations relating to the Product other than those expressly set out in this Agreement (if any) are excluded to the fullest extent permitted by law, whether express, implied, oral or written.

**10. Termination and effect of termination**

- 10.1 Without affecting any other right or remedy available to it, YouGov may terminate this Agreement with immediate effect by giving written notice to the Client if:
  - 10.1.1 the Client fails to pay any sum due under this Agreement when it falls due; and/or
  - 10.1.2 the Client is acquired by a competitor of YouGov.
- 10.2 Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:
  - 10.2.1 commits any material breach of any of this Agreement which cannot be remedied or commits any material breach of this Agreement which can be remedied and fails to remedy that material breach (if capable of remedy) within thirty (30) days after notice from the other party giving full particulars of the breach and requiring it to be remedied; or
  - 10.2.2 enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process in any jurisdiction.
- 10.3 The Client may not terminate the Subscription of the Product for convenience within the Agreement Period stated on the Order.
- 10.4 The Client and Authorised Users shall use all reasonable endeavours to permanently delete all stored copies of the Product within sixty (60) days following termination or expiry of this Agreement. However, this will not prevent any continued use of any New Materials or Limited Extracts, which were compiled before termination of this Agreement.
- 10.5 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement, which existed at or before the date of termination.
- 10.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

**11. General**

- 11.1 Force majeure: neither party shall be in breach nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (other than the Client's obligations to pay any fees due) if such delay or failure result from events, circumstances or causes beyond its reasonable control (but this shall not apply to the Client's obligation to pay the fees due under this Agreement)
- 11.2 Publicity: YouGov shall have the right to make any press announcement or statement in connection with this Agreement, or respond to any request to make the same.
- 11.3 Authorised signatory: the Client confirms that the person signing the Order is authorised to sign and bind the Client.
- 11.4 Assignment: the rights and obligations of the Client cannot be transferred to any other person, without YouGov's prior written consent. No third party rights: no third party may enforce any provisions of this Agreement.
- 11.5 Governing law and jurisdiction: the governing law and venue for resolution of any dispute under this Agreement shall be as follows:

Where Service provided	Applicable Governing Law	Venue for Dispute Resolution
United States	New York	New York
EMEA	England and Wales	England and Wales
Singapore, Thailand, Malaysia, South Korea, Australia, New Zealand, India, Sri Lanka, Myanmar or any other location not named	Singapore	Singapore
Hong Kong S.A.R	Hong Kong	Hong Kong S.A.R
China	Law of the People's Republic of China	The People's Republic of China
Taiwan	Laws of Taiwan	Taiwan



## Appendix

### Enhanced Licence Terms

[Detail to be completed for each client]