

## 1 Basis of agreement

- 1.1 These terms and conditions (the “**Terms**”), together with the order form, any statement of work or other document incorporating the Terms by reference (the “**Order**”) signed by the Client and YouGov forms the entire agreement between the YouGov company named on the Order (“**YouGov**”) and the Client named on the Order (the “**Client**”). Each Order will include a description of the YouGov data product subscription/s purchased by the Client (the “**Subscription Products**”) including the duration of the Subscription Products subscription (the “**Subscription Term**”). Any other terms and conditions shall be of no effect. 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 these Terms (together “the **Agreement**”).

## 2 YouGov’s obligations

- 2.1 YouGov shall use commercially reasonable endeavours to make the Subscription Products available on a 24x7 basis subject to any downtime necessary for essential maintenance. YouGov will provide at least 24 hours’ notice to the Client of anticipated temporary unavailability and shall wherever possible carry out work outside working hours (GMT). The Client’s sole remedy for any interruption in the availability of the Subscription Products for any other reason due to the fault of YouGov shall be a pro-rata extension of the term of the Client’s subscription.
- 2.2 YouGov may provide updates and make improvements to the Subscription Products from time to time.

## 3 Authorised uses

- 3.1 Where necessary for the receipt of such Services, the Client may provide individuals employed by the Client, or its Affiliates within the brand(s) specified in the relevant Order, with access to the relevant Subscription Products (each, an “**Authorised User**”). The Client shall provide YouGov with an updated list of Authorised Users every 3 months after the start of the Subscription term.
- 3.2 Solely relating to the brand specified in the relevant Order, Authorised Users may:
  - 3.2.1 download and print content from the Subscription Products (“**YouGov Content**”) and distribute such content within the Client’s organisation for internal use only;
  - 3.2.2 create new material derived from YouGov Content combined with other materials provided by the Client (“**New Material**”);
  - 3.2.3 distribute limited extracts, which may include numbers or charts, from YouGov Content (“**Limited Extracts**”) to a limited audience comprising the Client’s end clients or prospective clients but not the general public; and
  - 3.2.4 subject to the approval process and attribution requirements in the below clause (**publication approval service**), publish New Material and/or Limited Extracts in press releases and similar publications.

## 4 Restrictions on use

- 4.1 Neither the Client, nor any Authorised User may:
  - 4.1.1 re-distribute or make available to third parties any part of the Subscription Products or extract any software or scripts from the Subscription Products except as permitted in this Agreement; or
  - 4.1.2 remove, obscure or modify any copyright or other notices included in the Subscription Products nor any metadata or digital rights management intelligence that may be associated with the Subscription Products; or
  - 4.1.3 systematically scrape, crawl, harvest, retrieve or otherwise gather by electronic means any data or other content to copy, create, acquire or compile - directly or indirectly, in single or multiple downloads - a collection, compilation, database, directory or similar.
- 4.2 Nothing in this Agreement shall be construed as allowing the use of the Subscription Products, or any extracts from the Subscription Products, to create a derivative work, product or service which:
  - 4.2.1 infringes the Intellectual Property Rights of YouGov or its licensors;
  - 4.2.2 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
  - 4.2.3 otherwise damages the commercial interests of YouGov.
- 4.3 The Client shall take commercially reasonable technical and organisational steps to restrict access to the Subscription Products to Authorised Users only, and to ensure that Authorised Users do not share or disclose passwords; and shall report any unauthorised disclosure, access, cyber security breaches or sharing of passwords to YouGov promptly to enable YouGov to take remedial steps. YouGov may use appropriate technical protection measures and / or audits to control access and/or to detect unauthorised use of the Subscription Products.
- 4.4 Should the number of users increase substantially above the number originally anticipated at the time the Order is signed and upon which the pricing is based, the Client shall promptly report this to YouGov and pay YouGov for the additional access equal to a pro rata amount of the Client’s subscription fee. Thereafter, the parties shall, in good faith, negotiate an increased price based upon the new number of users.
- 4.5 In the event that the Client fails to report a substantial increase in its use of the Subscription Products, YouGov may, at its discretion and without prejudice to any other remedy, suspend or terminate access. Additionally, YouGov may charge the Client for the additional access at the full rate card price.
- 4.6 YouGov or its nominee accountants or auditors may upon reasonable notice inspect and audit the Client’s use of the Subscription Products under an Order at any time during its term. All audits will be conducted during regular business hours, no more frequently than once in any 12-month period and in a manner that does not unreasonably interfere with the Client’s business operations. The Client shall make available all such books, records, equipment, information, and personnel and provide all such cooperation and assistance as may reasonably be requested by or on behalf of YouGov with respect to such audit. If the audit determines that the Client’s use of the Services exceeded the usage permitted by the relevant Order, the Client shall pay to YouGov all reasonable costs incurred by YouGov in conducting the audit in addition to YouGov’s other remedies.

## 5 Publication approval service

- 5.1 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:
- 5.1.1 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;
- 5.1.2 YouGov will review for accuracy in relation to the description of the methodology used and respond with material corrections by email to the Client within 2 working days 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);
- 5.1.3 the Client may publish the Public Document incorporating YouGov's corrections, with attribution to YouGov as the source research agency;
- 5.1.4 where Subscription Products are 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; and
- 5.1.5 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 YouGov reserves the right to waive or prohibit such acknowledgement.
- 5.2 If for any reason a Public Document is made public without 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
- 5.2.1 Notwithstanding its confidentiality obligations, YouGov may, upon becoming aware of publication, at its discretion release any information from a survey that sets data published by the Client 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.

## 6 Third Party Agreement (TPA) for Agency Client

- 6.1 Where the Client is an agency providing services to end customers ("**End Customers**") such Client is an agency client ("**Agency Client**"). The Agency Client may only use Subscription Products in support of business conducted on behalf of, or recommended to, an End Customer as expressly stated in the Order. For instance, without limitation, the Agency Client may not provide its End Customer with: feeds to Subscription Products; or access via the Agency Client's passwords; or substantial extracts in digital, hard copy or other form, unless previously agreed otherwise in the relevant Order.
- 6.2 Neither the Agency Client nor its End Customer may publish YouGov Content without prior approval from YouGov in accordance with the publication approval service set out set out herein.
- 6.3 The Client acknowledges that access provided in breach of clause 6.1 is unauthorised use for the purposes of clause 4.
- 6.4 YouGov reserves the right to pursue either the Agency Client or the End Customer(s) specified in the Order for all payments due under the Order.

## 7 Fees and payment

- 7.1 All fees, charges and expenses will be set out in the Order and shall be quoted, invoiced and paid in the currency stated on the Order.
- 7.2 YouGov shall invoice the Client as set out in the Order. If the Order does not set out the invoicing schedule, YouGov shall invoice the Client in full upon commencement of the Subscription Products.
- 7.3 All invoices are payable in full within 30 days from the date an invoice is received.
- 7.4 All fees are subject to the addition of applicable sales tax or service tax, which the Client shall pay to YouGov at the prevailing rate.
- 7.5 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.
- 7.6 All amounts due from the Client 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.
- 7.7 Without prejudice to YouGov's other rights, YouGov reserves the right to:
- 7.7.1 charge interest, including compound interest, at the maximum annual rate permitted by law, on any invoice remaining unpaid 30 days from the date the invoice is received; and/or
- 7.7.2 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.

## 8 Intellectual property rights

- 8.1 "**Intellectual Property Rights**" means any copyright, invention, database right, trade mark, patent, design right and any other industrial, commercial or intellectual property right existing in any jurisdiction, whether registered or not, and all applications and rights to apply for registration of any such rights.
- 8.2 As between the parties, any intellectual property rights existing at the date of each Order vest in the party owning those Intellectual Property Rights. YouGov will retain ownership of all Intellectual Property Rights in the YouGov Content comprising: (i) 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 (the "**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; and (ii) any software made available by YouGov to the Client for the purpose of accessing Subscription Products ("**YouGov Software**").
- 8.3 YouGov grants to the Client a non-exclusive, irrevocable, royalty-free non-sub licensable licence to use the YouGov Content only to the extent that such use is necessary to use the Subscription Products as permitted under this Agreement.

## 9 Confidential Information

- 9.1 "Confidential Information" means the information (tangible or intangible) exchanged between the parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing party; or (ii) by its nature or content or the circumstances surrounding disclosure is reasonably distinguishable as confidential or proprietary by the receiving party. Confidential Information includes, without limitation, information regarding the disclosing party's technology, designs, techniques, research, know-how, trade secrets, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other confidential or proprietary business and technical information.

- 9.2 Subject to clause 5.2.1, each of YouGov and the Client will keep confidential and will not disclose to any third party (other than its legal and financial advisors) any Confidential Information relating to the business and/or operations of the other party that is disclosed by or on behalf of the other party. 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 or body.

## **10 Data protection**

- 10.1 Each party agrees to comply with applicable data protection laws in relation to the Subscription Products.
- 10.2 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.
- 10.3 Unless otherwise specified in the Order, Subscription Products do not contain personal data and 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).

## **11 Exclusions and limitations of liability**

- 11.1 Nothing in this Agreement will operate to exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation; or either party's liability under any indemnity it gives under this Agreement; or any other liability that cannot be limited or excluded by law.
- 11.2 Subject to clause 11.1, neither party shall be liable for any loss of: data; reputation; goodwill or opportunity; loss of or failure to realise expected profit, revenue, savings or any other form of pure economic loss, whether any such loss is direct or indirect; or form of indirect, special, incidental, punitive or consequential loss or damages and, in each case, however arising.
- 11.3 Subject to clauses 11.1 and 11.2, 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 or in relation to any Subscription Products, 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.
- 11.4 YouGov does not predict or assure any particular substantive results of its research in advance and makes no warranty, express or implied, as to the Subscription Products or the results provided, or the suitability of the Subscription Products for the Client's purposes.
- 11.5 YouGov accepts no 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 data or of making any business decision, or refraining from making any such decision, based wholly or partly on the data, expression of opinion, statement or other information provided to the Client as part of the Subscription Products or arising from the interpretation by the Client or any third party of reports or of other data furnished by YouGov and the Client shall indemnify YouGov accordingly.
- 11.6 The Client shall also indemnify YouGov and its officers, directors, and/ or employees against any loss, damage or other liability (including costs and expenses) suffered as a result of any claim or proceedings arising in connection with the use by, or on behalf of the Client, of YouGov Content the purposes of: (i) comparative advertising claims; (ii) investment offerings; (iii) all litigation, including all costs connected with YouGov serving as an expert witness, where legally required by operation of law; and/or (iv) political lobbying work.
- 11.7 All warranties, guarantees, conditions or representations relating to the Subscription Products other than those expressly set out in these Terms (if any) are excluded to the fullest extent permitted by law, whether express, implied, oral or written.
- 11.8 Without prejudice to clause 8.6, and unless required by operation of law, the Client agrees not to call YouGov, its directors, officers and/ or group companies as a witness in any legal proceedings.

## **12 Termination and effect of termination**

- 12.1 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:
- 12.1.1 the Client fails to pay any sum due under this Agreement when it falls due;
- 12.1.2 in YouGov's reasonable opinion, association with the Client is likely to bring YouGov into disrepute; or
- 12.1.3 the Client is acquired by, or itself acquires, a competitor or competing business, of YouGov.
- 12.2 Subject to clause 12.1, either party may terminate this Agreement immediately by giving written notice to the other party if the other party:
- 12.2.1 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 breach within thirty (30) days after notice from the other party giving full particulars of the breach and requiring it to be remedied; or
- 12.2.2 enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation), 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.
- 12.3 The Client is not entitled to terminate the Subscription Products for convenience within the Subscription Term stated on the Order.
- 12.4 The Client and Authorised Users shall use all reasonable endeavours to permanently delete all stored copies 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.
- 12.5 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.

## **13 General**

- 13.1 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 obligation to pay fees due) if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to, diseases, epidemics or pandemics.
- 13.2 Publicity: YouGov shall have the right to make any press announcement or statement in connection with this Agreement and respond to any request to make the same.

- 13.3 Assignment: the rights and obligations of the Client may not be transferred to any other person, without YouGov’s prior written consent. YouGov may at any time assign, subcontract, delegate, otherwise transfer, or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 13.4 No third party rights: no third party may enforce any provisions of this Agreement.
- 13.5 Local laws: each party shall comply with locally applicable laws and any requests from legal authorities in relation to this Agreement or any Order. The terms of this Agreement shall apply to the maximum extent permitted by local laws. The invalidity or unenforceability of any part of this Agreement does not entail the invalidity of the entire agreement.
- 13.6 Authorised signatory: the Client confirms that the person signing the Order is authorised to sign and bind the Client.
- 13.7 Survival: the rights and obligations of the parties under sections titled Confidential Information, Termination and effect of termination, Intellectual Property Rights, Data Protection, Fees and payment, Publication approval service, General and Governing Law and jurisdiction shall survive the expiration or termination of this Agreement.
- 13.8 Relationship of the parties: The relationship of parties established by this Agreement shall be that of independent contractors and nothing contained in this Agreement shall be construed to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, co-owners or otherwise as participants in a joint venture or common undertaking.
- 13.9 Non-reliance: The Client acknowledges that it is not entering into this Agreement in reliance on any statements, representations or promises not expressly included within this Agreement.
- 13.10 Notices: Notices or any other communications required or permitted under this Agreement shall be given in writing, in English, and delivered by (i) hand in person to the registered address of a party, or (ii) e-mail followed by a registered mail (return receipt requested) or international reputable courier delivery addressed to the relevant party and shall then be deemed to have been duly received by the recipient.

**14 Governing law and jurisdiction**

The governing law and jurisdiction: the governing law and venue for resolution of any dispute arising under this Agreement will be as follows:

YouGov Company country of registration	Applicable Governing Law	Jurisdiction
<b>Americas</b>		
United States of America	New York	New York State
Canada	Canada	Canada
Brazil	England and Wales	England and Wales
<b>Europe</b>		
United Kingdom	England and Wales	England and Wales
Belgium, France, Germany, Italy, Netherlands, Spain, Turkey	England and Wales	England and Wales
<b>Nordics</b>		
Denmark, Finland, Norway, Sweden	England and Wales	England and Wales
<b>Asia Pacific</b>		
Indonesia, Malaysia, Philippines, Singapore, Taiwan, Thailand, Vietnam	England and Wales	England and Wales
Hong Kong	Hong Kong S.A.R.	Hong Kong S.A.R.
China	The People’s Republic of China	Shanghai Free Trade Zone
<b>Australia &amp; New Zealand</b>		
Australia, New Zealand	England and Wales	England and Wales
<b>Middle East &amp; India</b>		
UAE, Saudi Arabia, India	England and Wales	England and Wales
<b>Other</b>		
Any other country	England and Wales	England and Wales