

YouGov 研究服务条款和条件

YouGov Research Services Terms & Conditions

1 协议基础 Basis of agreement

- 1.1 本条款和条件（“本条款”）连同客户和 YouGov 签署的订单、任何工作说明书或包含本条款的其他文件（“订单”）构成订单上指定的 YouGov 公司（“YouGov”）和订单上指定的客户就订单中指定的研究服务（“研究服务”）达成的完整协议。任何其他条款和条件均无效。若本订单与本合约条款有任何冲突，则以订单条款为准。

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, for the research services specified in the Order (the “Research Services”). 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 本条款中使用的任何定义术语应具有订单或本条款中规定的含义（合称“协议”）。

Any defined terms used in these Terms shall have the meaning set out in the Order or these Terms (together “the Agreement”).

2 YouGov 的义务 YouGov’s obligations

- 2.1 YouGov 应根据良好的行业惯例善意地提供研究服务。

YouGov shall provide the Research Services in accordance with good industry practice and in good faith.

- 2.2 YouGov 应尽商业上的合理努力满足订单中规定的任何履行日期。

YouGov shall use commercially reasonable endeavours to meet any performance dates specified in the Order.

3 客户的义务 Client’s obligations

- 3.1 客户应确保订单的条款及其提供的任何信息是完整和准确的，并在与研究服务相关的所有事项上及时与 YouGov 合作。

The Client shall ensure that the terms of the Order and any information it provides are complete and accurate and shall co-operate with YouGov in a timely manner in all matters relating to the Research Services.

- 3.2 YouGov 对客户或代表客户的任何人士直接或间接地全部或部分造成的任何延误不承担责任。

YouGov shall not be liable for any delays caused directly or indirectly and whether in whole or in part by the Client or any person on the Client’s behalf.

4 知识产权 Intellectual property rights

- 4.1 “知识产权”系指在任何司法辖区存在的任何版权、发明权、数据库权、商标权、专利权、设计权及任何其他工业、商业或知识产权（无论是否注册），以及任何该等权利的所有申请和注册申请权。

“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.

- 4.2 在双方之间，在每份订单之日存在的任何知识产权应归拥有该等知识产权的一方所有。YouGov 将保留对研究服务内容（“YouGov 内容”）的所有知识产权的所有权，该等内容包括：(i) YouGov 建设、运行和维护的内容数据库（“YouGov 数据库”），其中包含 YouGov 维护的会员组、被访者和讨论组成员收集的数据，包括向这些成员提出的问题及其答复（“受访者数据”）；YouGov 数据库中不时包含的任何性质的所有其他数据和资料，包括但不限于摘要图表、表格、数据集、数据分析和报告；及 (ii) YouGov 为访问客户项目成果之目的向客户提供的任何软件（“YouGov 软件”）。

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 content from the Research Services (“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 Client Deliverables (“YouGov Software”).

- 4.3 根据 YouGov 在 YouGov 内容中的知识产权，YouGov 作为研究服务的一部分向客户交付的所有调查报告（“客户可交付成果”）将是客户的财产。YouGov 授予客户一项使用 YouGov 内容的非独占、不可撤销、免许可、非再许可的许可，但仅限于在本协议项下允许的使用客户可交付成果所需的范围内。

Subject to YouGov’s Intellectual Property Rights in the YouGov Content, all survey reports delivered by YouGov to the Client as part of the Research Services (“Client Deliverables”) will be the property of the Client. 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 Client Deliverables as permitted under this Agreement.

- 4.4 本协议的任何规定均不应被解释为允许使用“研究服务”、“客户可交付成果”、“YouGov 内容”或“客户可交付成果”的任何摘录来创建衍生作品、产品或服务：

Nothing in this Agreement shall be construed as allowing the use of the Research Services, Client Deliverables, YouGov Content or any extracts from the Client Deliverables, to create a derivative work, product or service which:

- 4.4.1 侵犯 YouGov 或许可方知识产权；

infringes the Intellectual Property Rights of YouGov or its licensors;

- 4.4.2 在商业上具有竞争关系的作品、产品或服务或其组成部分，与 YouGov 提供的作品、产品或服务相竞争或可被替代；或者

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

- 4.4.3 否则将损害 YouGov 的商业利益。
otherwise damages the commercial interests of YouGov.

5 出版批准服务 Publication approval service

- 5.1 客户可通过互联网或其他公众可访问的电子媒体出版、传播并向公众提供以 YouGov 为研究来源的新闻稿及其他文件(“公开文件”),但前提是,客户遵守下列质量保证程序:
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 客户向 YouGov 发送一份公开文件草稿,作为 YouGov 电子邮件地址的附件,如订单所示;
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 将对所使用方法的描述进行复核,并在收到客户电子邮件后 2 个工作日内给予客户重要更正(如果是 A4 正反两面或更短,且客户确认如果是多于 A4 正反两面,则需要更长时间);
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 客户可出版包含 YouGov 更正的公开文件,并将其归于 YouGov 作为源研究机构;
the Client may publish the Public Document incorporating YouGov’s corrections, with attribution to YouGov as the source research agency;
- 5.1.4 在研究服务在英国提供的情况下,客户确认,作为英国民意调查委员会的成员,YouGov 必须且将在 YouGov 的在线平台上显示与公开文件相关的数据表;及
where Research Services 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 所有公开文件必须按照以下格式注明对 YouGov 的归属:“来源:[填写 YouGov 公司名称][填写创作年份]保留所有权利”,但 YouGov 保留放弃或禁止该等确认的权利。
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 如果由于任何原因公开文件未经过本条规定的程序而公开,YouGov 保留发布包含 YouGov 更正的公开文件版本的新闻稿的权利(并且可能包括下文所述的部分或全部信息);及
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
- 5.3 尽管 YouGov 负有保密义务,但在获知公开内容后,YouGov 可自行决定在对客户公布的数据进行上下文分析的调查中公布任何信息,包括但不限于抽样和加权数据、提出的确切问题、提供给被调查者的完整答案选项以及对每个答案选项作出答复的总体和相关分组的人员比例。
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 费用及支付 Fees and payment

- 6.1 所有费用、收费和支出将在订单中列出,并以订单中规定的货币报价、开具发票和支付。
All fees, charges and expenses will be set out in the Order, and quoted, invoiced and payable in the currency stated on the Order.
- 6.2 YouGov 应按照订单中所列向客户开具发票。如订单中未列明开票计划表,YouGov 应在研究服务完成后向客户全额开具发票。
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 on completion of the Research Services.
- 6.3 所有发票应在收到发票之日起 30 天内付清。
All invoices are payable in full within 30 days from the date an invoice is received.
- 6.4 所有费用需另加适用的营业税或服务税,客户须按照现行费率向 YouGov 缴付。
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.
- 6.5 该等费用不包括 YouGov 在客户事先书面批准的情况下代表客户发生的所有杂费及其他杂费。
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.
- 6.6 客户在本协议项下应付的所有款项应全额支付,不得进行任何抵销、反诉、扣除或预扣(法律要求的任何税项扣除或预扣除外)。如果需要进行任何该等预扣或扣减,客户应在支付与该等预扣或扣减相关的款项时向 YouGov 支付额外款项,以确保 YouGov 获得在未进行该等预扣或扣减的情况下本应获得的相同总额。
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.
- 6.7 在不影响 YouGov 的其他权利的情况下,YouGov 保留以下权利:
Without prejudice to YouGov’s other rights, YouGov reserves the right to:
- 6.7.1 自收到发票之日起 30 日内,按照年利率 24%对未付的任何发票收取利息,包括复利;和/或

- charge interest, including compound interest, at the annual rate of 24%, on any invoice remaining unpaid 30 days from the date the invoice is received; and/or
- 6.7.2 如果客户未能或 YouGov 合理认为客户可能未能根据本协议或与 YouGov 签订的任何其他协议支付到期款项, 则中止履行本协议。客户应承担代收机构因超期开具发票所产生的费用。
- 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.
- 6.8 如果客户是第三方终端客户的代理人, 则客户以委托人的身份签订合同, 并对订单项下的所有到期款项承担主要责任。
- 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.

7 保密信息 Confidential Information

“保密信息”系指双方交换的信息(有形或无形), 该等信息(i)在披露方披露时标记为“保密”或“专有”;或(ii)根据其性质或内容或围绕披露的情况可被接收方合理区分为保密或专有。保密信息包括但不限于关于披露方的技术、设计、工艺、研究、专有技术、商业秘密、规格、产品计划、定价、客户信息、用户数据、当前或未来的战略信息、当前或未来的业务计划、政策或惯例、员工信息及其他保密或专有的业务和技术信息。

“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.

根据第 5.3 条的规定, YouGov 和客户将对另一方自行或由他方代表披露的关于另一方的业务和/或经营的任何保密信息予以保密, 不得向任何第三方(其法律和财务顾问除外)披露。本义务不适用于无关紧要的、在披露前已为接收方所知的、非因违反本条款而为公众所知的或法院、监管机构或其他主管部门或机构要求披露的任何信息。

Subject to clause 5.3, 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.

8 数据保护 Data protection

- 8.1 每一方均同意遵守与研究服务相关的适用数据保护法。
- Each party agrees to comply with applicable data protection laws in relation to the Research Services.
- 8.2 如果一方(作为数据控制方)要求另一方处理其个人数据(作为数据处理方), 双方将签署单独的书面合同, 明确应进行的处理的性质以及每一方的责任和义务。
- 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 除非订单另有规定, 客户交付成果不包含个人资料, 且客户承诺不会(亦不会)单独或使用第三者重新识别任何个人或使用该等资料(不论是与其它资料合并或以其它方式)创建个人资料。
- Unless otherwise specified in the Order, Client Deliverables 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).

9 责任的排除和限制 Exclusions and limitations of liability

- 9.1 本协议的任何规定均不排除或限制任何一方对其过失、欺诈或欺诈性虚假陈述造成的死亡或人身伤害承担的责任;或任何一方在本协议项下给予的任何赔偿项下承担的责任;或法律不能限制或排除的任何其他责任。
- 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.
- 9.2 根据第 9.1 条的规定, 任何一方均不对下列各项的任何损失承担责任: 数据、声誉、商誉或机会; 预期利润、收入、储蓄或任何其他形式的纯经济损失的损失或未能实现该等损失, 无论任何该等损失是直接损失还是间接损失; 或任何形式的间接、特殊、偶然、惩罚性或后果性损失或损害, 在每种情况下均以任何方式产生。
- Subject to clause 9.1, 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 any form of indirect, special, incidental, punitive or consequential loss or damages and, in each case, however arising.
- 9.3 根据第 9.1 条和第 9.2 条的规定, YouGov 就订单项下或与任何研究服务相关的所有权利主张(无论是因合同、侵权、违反法定义务还是其他原因引起)向客户承担的最大责任总额不得超过权利主张提出当年客户在相关订单项下支付的费用总额的百分之百(100%)。
- Subject to clauses 9.1 and 9.2, 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 Research Services, 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 未事先预测或保证其研究的任何特定实质性成果, 对于研究服务或提供的结果或研究服务对客户目的的适合性不作任何明示或默示的保证。

- 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 Research Services or the results provided, or the suitability of the Research Services for the Client's purposes.
- 9.5 YouGov 对客户或任何第三方（包括但不限于客户的任何客户或客户）由于全部或部分基于作为研究服务的一部分向客户提供的数据、意见表述、声明或其他信息或由于客户或任何第三方对 YouGov 提供的报告或其他数据的解释而直接或间接地使用任何数据或作出任何业务决策而遭受的任何损失不承担任何责任，客户应相应地赔偿 YouGov。
- 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 Research Services 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.
- 9.6 客户还应赔偿 YouGov 及其管理人员、董事和/或员工由于客户自行或由他方代表为以下目的使用调查结果而引发的任何权利主张或程序而遭受的任何损失、损害或其他责任（包括费用和支出）：(i) 比较广告权利主张；(ii) 投资提供；(iii) 所有诉讼，包括法律依法要求的与 YouGov 作为专家证人的身份相关的所有费用；和/或 (iv) 政治游说工作。
- 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 survey results for 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.
- 9.7 在法律允许的最大范围内，排除与研究服务相关的所有保证、担保、条件或陈述，但本条款（如有）中明确规定的除外，无论是明示的、默示的、口头的还是书面的。
- All warranties, guarantees, conditions or representations relating to the Research Services 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.
- 9.8 在不影响第 9.6 条的情况下，除非法律实施要求，客户同意不将 YouGov 及其董事、管理人员和/或集团公司作为任何法律程序的证人。
- Without prejudice to clause 9.6, 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.

10 终止及终止的效力 Termination and effect of termination

- 10.1 在不影响 YouGov 可获得的任何其他权利或救济的情况下，在下列情况下，YouGov 经书面通知客户可终止本协议，即时生效：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 客户未能支付本合约下任何到期应付款项；
the Client fails to pay any sum due under this Agreement when it falls due;
- 10.1.2 YouGov 合理地认为，与客户的关联可能会使 YouGov 名誉受损；
in YouGov's reasonable opinion, association with the Client is likely to bring YouGov into disrepute;
- 10.1.3 客户被竞争者或与 YouGov 具有竞争关系的业务所收购或自收购；
the Client is acquired by, or itself acquires, a competitor or competing business of YouGov; or
- 10.1.4 客户违反了第 3.1 条规定的义务。
the Client breaches their obligations in clause 3.1.
- 10.2 根据第 10.1 条的规定，如果一方发生下列情况，另一方经书面通知该方可立即终止本协议：
Subject to clause 10.1, either party may terminate this Agreement immediately by giving written notice to the other party if the other party:
- 10.2.1 发生无法补救的任何实质性违约，或发生可补救且未能补救的任何实质性违约且在另一方发出关于该等违约的完整详情并要求该等违约予以补救的通知后的三十（30）日内；或
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 and 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 无论是强制性或自愿性清算(但为善意重组或合并之目的除外)，或与其债权人达成和解或作出任何安排，或为其债权人的利益进行全面转让，或就其企业或资产的全部或绝大部分委派接管人、管理人、行政接管人或破产管理人，或其停止或可能停止经营其业务，或对其业务作出任何重大变更，或其任何司法辖区遭遇任何类似程序。
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.
- 10.3 在客户提供书面通知的前提下，客户可为方便而终止全部或部分研究服务，客户应在 YouGov 收到客户的书面终止通知后的 30 日内支付下列提前终止费：
The Client may terminate all or part of the Research Services for convenience provided that it provides written notice and the following early termination fees shall be payable by the Client within 30 days of receipt by YouGov of the Client's written notice of termination:
- 10.3.1 在调查问卷最终确定之前的任何时间 - 订单项下应付费用总额的 25%；
at any time prior to the finalisation of the questionnaire(s) - 25% of the total fees due under the Order;
- 10.3.2 在任何调查问卷定稿后但在任何访问工作开始前 - 订单项下应付总费用的 50%；
after any questionnaire is finalised but prior to the commencement of any fieldwork - 50% of the total fees due under the Order;
- 10.3.3 在任何访问工作开始后但结果交付前一订单项下应付总费用的 75%；
after any fieldwork has commenced but before delivery of results - 75% of the total fees due under the Order;
- 10.3.4 在任何结果交付后的任何时间 - 订单项下应付的总费用的 100%。
at any point following the delivery of any results - 100% of the total fees due under the Order.

研究服务条款和条件

Research Services Terms & Conditions

- 10.4 在不影响 YouGov 可获得的任何其他权利或救济的情况下，如果客户未能在到期付款日支付任何到期款项，客户根据第 10.2.2 条所列的任何事件，或者 YouGov 合理地认为客户将受限于任何该等事件，YouGov 可中止客户与 YouGov 签署的任何订单或任何其他协议项下的研究服务的提供。
- Without affecting any other right or remedy available to it, YouGov may suspend the supply of Research Services under any Order or any other agreement between the Client and YouGov if the Client fails to pay any amount due on the due date for payment, the Client becomes subject to any of the events listed in clause 10.2.2, or YouGov reasonably believes that the Client is about to become subject to any of them.
- 10.5 在因任何原因终止时，客户应：
- On termination for any reason the Client shall:
- 10.5.1 立即向 YouGov 支付 YouGov 的任何未付发票和利息；及
- immediately pay to YouGov any YouGov's outstanding invoices and interest; and
- 10.5.2 在根据本条进行付款之前，无权使用 YouGov 提供的任何材料或可交付成果。
- have no right to use any materials or deliverables provided by YouGov prior to making payment in accordance with this clause.
- 10.6 终止不得影响双方截至终止日已产生的任何权利、救济、义务或责任，包括针对在终止日或期满日当天或之前存在的任何违反本协议的行为要求损害赔偿的权利。
- Termination 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 or expiry.
- ### 11 一般规定 General
- 11.1 不可抗力：如任何一方因其无法合理控制的事件、情况或原因（包括但不限于疾病、流行病或大流行病）而延迟履行或未能履行其于本协议项下的任何义务（客户支付应付费用的义务除外），则该方不构成违约，亦不承担任何责任。
- 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.
- 11.2 宣传：YouGov 有权就本协议作出任何新闻公告或声明，并回应作出该等公告或声明的任何要求。
- 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.
- 11.3 转让：未经 YouGov 事先书面同意，客户的权利和义务不得转让给任何其他主体。YouGov 可随时出让、分包、委托、以其他方式转让或以任何其他方式处理其在本协议项下的任何或所有权利和义务。
- 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.
- 11.4 无第三方权利：任何第三方不得强制执行本协议的任何规定。
- No third party rights: no third party may enforce any provisions of this Agreement.
- 11.5 本地法律：每一方应遵守本地适用法律以及法律部门就本协议或任何订单提出的任何要求，本协议的条款应在本地法律允许的最大范围内适用。本协议的任何部分无效或不可强制执行并不导致整个协议无效。
- 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.
- 11.6 授权签署人：客户确认该定单的签署人获授权签署及约束客户。
- Authorised signatory: the Client confirms that the person signing the Order is authorised to sign and bind the Client.
- 11.7 继续有效：双方在题为“保密信息、终止及其效力、知识产权、数据保护、费用和支付、出版批准服务、一般和适用法律和司法辖区”的部分项下的权利和义务应在本协议期满或终止后继续有效。
- 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.
- 11.8 双方关系：本协议建立的双方关系应为独立承包关系，本协议的任何内容均不得被解释为构成双方作为委托人和代理人、雇主和雇员、特许经营人和被特许人、合伙人、共有人或以其他方式作为合资或共同企业的参与者。
- 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.
- 11.9 非依赖性：客户确认，其订立本合同并非依赖于本合同未明文规定的任何陈述、陈述或承诺。
- 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.
- 11.10 通知：本协议项下要求或允许的通知或任何其他通讯应以书面形式以英文发出，并应(i)通过专人递送至一方的注册地址，或(ii)通过电子邮件(要求回执)或国际知名快递发送至相关方，随后应被视为由收件人正式收到。
- 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.
- 11.11 本条款以英文和简体中文起草。如果发生冲突，则以本条款的英文文本为准。
- These Terms are drafted in the English language and in simplified Chinese. The English language version of the Terms shall prevail if there is a conflict

12 适用法律和管辖权 Governing law and jurisdiction

- 12.1 协议应受中华人民共和国法律管辖，但不包括其法律冲突规范。
The Agreement shall be governed by the law of the People's Republic of China, but excluding its conflict-of-law principles.
- 12.2 双方应努力通过友好协商和谈判解决任何因协议引起或与之有关，或涉及与协议有关或源自协议的任何法律关系的争议、纠纷或索赔（单称“**争议**”）（包括但不限于与协议和/或本第 10 条的成立或生效有关的任何争议，以及与双方的关联方有关的任何争议）。
The Parties shall strive to settle any dispute, controversy or claim arising from or in connection with the Agreement, or in respect of any legal relationship associated with or derived from the Agreement (each a "**Dispute**") (including, without limitation, a Dispute as to the validity or existence of the Agreement and/or this section 10 and a dispute in which any of the affiliates of the Parties are involved) through friendly consultations and negotiations.
- 12.3 若一方通知另一方存在争议之日后 60 日内协商未果（“**通知日**”），任何一方可将争议提交给上海经贸商事调解中心有资质的调解员，其应书面通知双方接受对他或她的任命。该调解应依据上海经贸商事调解中心规则进行，并且除双方另行约定外，调解地点为上海。
If no settlement can be reached through friendly consultations and negotiations within 60 days of the date of notification of the existence of the Dispute by one Party to the other Party (the "**Notification Date**"), either Party may refer the Dispute to a qualified mediator of the Shanghai Commercial Mediation Centre ("**SCMC**"), who shall accept his or her appointment by written notice to both Parties. The mediation shall be conducted under the rules of the SCMC and, unless the Parties agree otherwise, shall take place in Shanghai.
- 12.4 双方应充分且诚信地与上海经贸商事调解中心调解员合作，其决定不具有约束力。
Both Parties shall fully and in good faith cooperate with the SCMC mediator, whose decisions shall not be binding.
- 12.5 若在调解员书面接受对其任命之日起三个月后争议仍未解决，则该争议应提交至上海国际仲裁中心，根据依据中国（上海）自由贸易区的仲裁规则提交仲裁通知时有效的仲裁规则，通过仲裁最终解决。
If following mediation the Dispute remains unresolved three months after the date of the SCMC mediator's written acceptance of his or her appointment, then such Dispute shall be referred to, and resolved finally by means of, arbitration conducted at the Shanghai International Arbitration Centre ("**SHIAC**") in accordance with the China (Shanghai) Free Trade Zone Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with such Rules.
- 12.6 仲裁庭应由三名仲裁员组成，双方各指定一名仲裁员，第三名仲裁员（首席仲裁员）由双方协商指定，或如果双方无法商定，则由上述两名仲裁员商定，或如果上述两名仲裁员无法商定，则由上海国际仲裁中心主席指定。
The arbitration tribunal shall consist of three arbitrators, one appointed by each Party and the third arbitrator (who shall be the presiding arbitrator) appointed by agreement between the Parties, or if the Parties cannot agree, by agreement between the aforementioned two arbitrators, or if the aforementioned two arbitrators cannot agree, by the chairman of SHIAC.
- 12.7 若双方未在通知日后 30 天之内（或中国（上海）自由贸易试验区仲裁规则规定的更短时间内）指定第 12.6 条所述的任何仲裁员，则上海国际仲裁中心主席将作出该指定。
If the Parties have not appointed any arbitrator as mentioned in paragraph 12.6 within 30 days of the Notification Date (or, if shorter, the time specified in the relevant article of the China (Shanghai) Pilot Free Trade Zone Arbitration Rules), the chairman of SHIAC shall make such appointment.
- 12.8 仲裁地点为上海，仲裁语言为英文和中文。
The place of arbitration shall be Shanghai and the arbitration shall be conducted in the English and Chinese languages.
- 12.9 双方承诺：(i) 严格遵守中国（上海）自由贸易试验区仲裁规则规定的时间限制，采取任何步骤或履行与任何仲裁有关的任何行动；及(ii) 全面且不得延迟地遵守并履行仲裁庭的任何程序令（包括但不限于任何保护令的临时措施）或任何裁决（临时或终局的）。
The Parties undertake: (i) to comply strictly with the time limits specified in the China (Shanghai) Pilot Free Trade Zone Arbitration Rules for the taking of any step or the performance of any act in or in connection with any arbitration; and (ii) to comply with and to carry out, in full and without delay, any procedural orders (including, without limitation, any interim measure of protection ordered) or any award (interim or final) made by the arbitration tribunal.
- 12.10 各方不可撤销地：
Each of the Parties irrevocably:
- 12.10.1 同意任何裁决均为终局的并且具有法律约束力；
agrees that any arbitral award shall be final and binding;
- 12.10.2 承诺其将全面且不延迟地遵照执行和履行仲裁裁决；及
undertakes that it will execute and perform the arbitral award fully and without delay; and
- 12.10.3 放弃就本第 12 条规定的仲裁协议的效力提出异议的任何权利，同时也放弃就上海国际仲裁中心对根据本第 12 条开始的任何仲裁进行审理并作出裁决的管辖权提出异议的任何权利。
waives any right which it may have to contest the validity of the arbitration agreement set forth in this section 12 or the jurisdiction of SHIAC to hear and determine any arbitration begun pursuant to this section 12.
- 12.11 仲裁成本、仲裁费用、相关法律师代理费和其他相关费用应当由败诉方承担，除非仲裁庭就相关费用另行作出决定。
The costs of the arbitration, arbitration fees, related legal fees and the liability for other expenses shall be borne by the losing Party, unless otherwise determined by the arbitration tribunal.
- 12.12 在争议的仲裁解决过程中，双方除有争议的事项外，应继续全面履行协议。
During the period when a Dispute is being arbitrated, the Parties shall in all respects other than the issue(s) in dispute continue their performance of the Agreement.
- 12.13 尽管有本第 10 条的任何规定，除非一项索赔（或一系列相关索赔）总额超过 100,000 美元（或其等值人民币，按索赔提交仲裁之日中国人民银行的中间价计算），任何一方不得向仲裁员提交任何争议或索赔。
Notwithstanding any provision of this section 10, no dispute or claim shall be referred by either Party to arbitrator unless the aggregate amount of such claim (or a series of related claims) exceeds US\$100,000 (or its RMB equivalent, calculated using the middle rate of the People's Bank of China on the date of referred of the claim to arbitration).