

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”）与订单上指定的客户（“客户”）之间的完整协议。每份订单将包括对客户购买的 YouGov 数据产品订阅（“订阅产品”）的描述，包括订阅产品的期限（“订阅期限”）。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 (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 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 受限于必要维护所需的任何停机时间，YouGov 应尽商业上的合理努力使订阅产品全天候可用。YouGov 将至少提前 24 小时通知客户预计的暂时不可用时间，并应在可能的情况下在工作时间以外（格林尼治时间）开展工作。对于因 YouGov 过错而导致的任何其他原因导致订阅产品的可用性中断，客户可获得的唯一救济为按比例延长客户的订阅期限。

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 可能会不时地对订阅产品进行更新和改进。
YouGov may provide updates and make improvements to the Subscription Products from time to time.

3 授权用途 Authorised uses

- 3.1 在接收该等服务所需的情况下，客户可向客户或其关联公司雇用的相关订单指定品牌的个人提供相关订阅产品的使用权（“授权用户”）。客户应在订阅期开始后每三个月向 YouGov 提供一份更新的授权用户名单。

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 仅与相关订单中指定的品牌相关，授权用户可以：
Solely relating to the brand specified in the relevant Order, Authorised Users may:
- 3.2.1 从订阅产品下载及打印内容（“YouGov 内容”），并在客户的组织内分发该内容仅供内部使用；
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 利用 YouGov 内容与客户提供的其他材料相结合的方式创建新材料（“新材料”）；
create new material derived from YouGov Content combined with other materials provided by the Client (“New Material”);
- 3.2.3 将 YouGov 内容的有限摘录，可能包括数字或图表（“有限摘录”）分发给出客户的终端客户或潜在客户组成的有限受众，但不包括一般公众；及
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 根据下文第 5 条出版批准服务条款的审批流程和注明要求，在新闻稿和类似出版物中出版新材料和/或有限摘录。
subject to the approval process and attribution requirements in clause 5, below (publication approval service), publish New Material and/or Limited Extracts in press releases and similar publications.

4 对使用的限制 Restrictions on use

- 4.1 客户或任何获授权使用者均不得使用：
Neither the Client, nor any Authorised User may:
- 4.1.1 再分销或向第三方提供订阅产品的任何部分，或从订阅产品中提取任何软件或脚本，但本协议允许的除外；或
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 删除、模糊或修改订阅产品中包含的任何版权或其他通知，以及可能与订阅产品相关的任何元数据或数字权利管理情报；或者
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 通过电子方式系统地刮取、爬行、收获、检索或以其他方式收集任何数据或其他内容，以直接或间接地、通过一次或多次下载复制、创建、获取或编译集合、汇编、数据库、目录或类似内容。
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 本协议的任何规定均不应被解释为允许使用订阅产品或订阅产品的任何摘录来创建具有以下特征的衍生作品、产品或服务：
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 侵犯 YouGov 或许可方知识产权；
infringes the Intellectual Property Rights of YouGov or its licensors;

- 4.2.2 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
- 4.2.3 否则将损害 YouGov 的商业利益。 otherwise damages the commercial interests of YouGov.
- 4.3 客户应当采取商业上合理的技术和组织措施，仅允许获得授权的用户访问订阅产品，并确保获得授权的用户不会共享或泄露密码;若出现任何未经授权的披露、访问、网络安全漏洞或密码泄露的情况，客户应当立即向 YouGov 报告，以使 YouGov 能够采取补救措施。YouGov 可以使用适当的技术保护措施和/或审计来控制对订阅产品的访问和/或发现未经授权的使用。
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 如果用户数量大大超过订单签署时最初预期的数量以及定价所依据的数量，客户应立即向 YouGov 报告，并向 YouGov 支付相当于客户订阅费比例的额外访问费用。此后，双方应本着诚信原则，根据新的用户数量协商提高价格。
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 如果客户未报告其使用订阅产品的数量大幅增加，在不影响任何其他救济的情况下，YouGov 可自行决定暂停或终止使用。此外，YouGov 可就附加使用以标价全价向客户收取费用。
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 或其指定的会计师或审计师可在其任期内的任何时间经合理通知检查并审计客户在订单项下使用订阅产品的情况。所有审计将在正常工作时间内进行，在任何 12 个月期间不超过一次，且以不会无理干扰客户业务经营的方式进行。客户应提供 YouGov 或其代表就该等审计可能合理要求的所有账簿、记录、设备、信息和人员，并提供 YouGov 可能合理要求的所有合作与协助。如果审计确定客户对服务的使用超出了相关订单允许的使用，客户应向 YouGov 支付 YouGov 在进行审计时发生的所有合理费用，以及 YouGov 的其他救济措施。
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 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的准确性进行复核，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 如果订购产品在英国提供，客户确认，YouGov 作为英国民意调查委员会的成员，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 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 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
- 5.2.1 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 代理商客户的第三方协议(TPA) Third Party Agreement (TPA) for Agency Client

- 6.1 如果客户为向终端客户(“终端客户”)提供服务的代理商,则该客户为代理客户(“代理客户”)。代理商客户只能使用《订阅产品》支持订单中明确列明的、代表终端客户开展的业务或向终端客户推荐的业务。例如,除非在相关订单中事先另行约定,代理商客户不得向其终端客户提供:订阅产品的动态;或通过代理商客户密码的使用;或以数字、复印件或其他形式的大量摘录。

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 根据本协议规定的发布审批服务,未经 YouGov 事先批准,代理客户和其终端客户均不得发布 YouGov 内容。

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 客户确认,违反第 6.1 条的规定提供的使用是为第 4 条之目的而未经授权的使用。

The Client acknowledges that access provided in breach of clause 6.1 is unauthorised use for the purposes of clause 4.

- 6.4 YouGov 保留就订单项下的所有应付款向订单中指定的代理商客户或终端客户追索的权利。

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 费用及支付 Fees and payment

- 7.1 所有费用、收费和支出将在订单中列出,并应以订单中规定的货币进行报价、开具发票和支付。

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 应按照订单中所列向客户开具发票。如订单未列明发票开具时间安排, YouGov 应于订购产品启动时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 upon commencement of the Subscription Products.

- 7.3 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.

- 7.4 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.

- 7.5 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.

- 7.6 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.

- 7.7 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:

- 7.7.1 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% permitted by law, on any invoice remaining unpaid 30 days from the date the invoice is received; and/or

- 7.7.2 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.

8 知识产权 Intellectual property rights

- 8.1 “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.

- 8.2 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 YouGov 内容中的所有知识产权的所有权,该内容包括:(i) YouGov 建设、运行和维护的内容数据库(“YouGov 数据库”),其中包含 YouGov 维护的专家组、调查组和焦点小组成员收集的数据,包括向这些成员提出的问题及其作出的答复(“受访者数据”);以及 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 为使用订阅产品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 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 授予客户一项使用 YouGov 内容的非独占、不可撤销、免许可使用费的非再许可许可，但仅限于在本协议项下允许的使用订阅产品所需的范围内。

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.

- 8.4** YouGov 按照订单的规定作为订阅产品的一部分向客户交付的调查报告（“客户交付成果”）属于客户的财产，但必须尊重 YouGov 对 YouGov 内容享有的知识产权。YouGov 授予客户非排他、不可撤销、免版权、不可再许可的许可，允许其在以下情况下使用 YouGov 内容：(i) 为了使用订阅产品而必须使用；(ii) 为了使用客户交付成果而必须使用（如适用）。上述两种情况均为本协议所允许。

Subject to YouGov’s Intellectual Property Rights in the YouGov Content, any survey reports delivered by YouGov to the Client as part of the Subscription Products and as specified in the Order (“**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 (i) to use the Subscription Products and, if applicable (ii) to use the Client Deliverables, each as permitted under this Agreement.

9 保密信息 Confidential Information

- 9.1** “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.

- 9.2** 根据第 5.2.1 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 5.2.1, 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 数据保护 Data protection

- 10.1** 每一方同意遵守与订阅产品相关的适用数据保护法律。

Each party agrees to comply with applicable data protection laws in relation to the Subscription Products.

- 10.2** 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.

- 10.3** 除非订单另有规定，订阅产品不包含个人资料，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（不论与其它资料或其它方式）以其他方式建立个人资料。

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

- 11.1** 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；或任何一方在其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.

- 11.2** 根据第 11.1 条的规定，对于下列各项的任何损失，任何一方均不承担责任：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 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** 根据第 11.1 条和第 11.2 条的规定，YouGov 就任何订单项下或与任何订阅产品相关的所有权利主张（无论因合同、侵权、违反法定义务或其他原因引起）而向客户承担的最大责任总额，无论是就单个事件、一系列相关事件还是就不相关事件，不得超过提出权利主张当年度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 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 未事先预测或保证其研究的任何特定实质性成果，对于订阅产品或提供的结果或订阅产品对客户之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 Subscription Products or the results provided, or the suitability of the Subscription Products for the Client's purposes.
- 11.5 YouGov 对客户或任何第三方（包括但不限于 YouGov 的任何客户或客户的任何客户）由于全部或部分基于作为订阅产品的一部分向客户提供的数据、意见表达、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，客户应对 YouGov 作出相应赔偿。
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 对于客户或任何第三方（包括但不限于客户的任何客户或顾客）因 YouGov（或其关联公司）的涉外市场调查许可证或在中华人民共和国境内经营所需的任何其他许可证或许可的撤销、取消或不续期而直接或间接遭受的任何损失，YouGov 不承担责任。
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 the withdrawal, cancellation or non-renewal of YouGov's (or its Affiliate's) Foreign-related Market Investigation Licence or any other licence or permission required to operate in the People's Republic of China.
- 11.7 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 YouGov 内容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 YouGov 作为专家证人的所有相关费用;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 YouGov Content 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.
- 11.8 在法律允许的最大范围内排除与订阅产品相关的所有保证、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、默示、口头还是书面。
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.
- 11.9 在不影响第 11.7 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 11.7, 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 终止及终止的效力 Termination and effect of termination

- 12.1 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:
- 12.1.1 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;
- 12.1.2 YouGov 合理地认为，与客户的关联可能会使 YouGov 名誉受损；或
in YouGov's reasonable opinion, association with the Client is likely to bring YouGov into disrepute; or
- 12.1.3 客户被 YouGov 的一个或多个竞争者收购，或其自身收购。
the Client is acquired by, or itself acquires, a competitor or competing business, of YouGov.
- 12.2 根据第 12.1 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 12.1, either party may terminate this Agreement immediately by giving written notice to the other party if the other party:
- 12.2.1 发生无法补救的任何实质性违约，或发生可补救的任何实质性违约且在另一方发出关于该违约的全面详情并要求该违约予以补救的通知后的三十（30）日内未能补救该违约；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 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 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，或其在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.
- 12.3 客户无权在订购单所载订购期限内为便利而终止订购产品。
The Client is not entitled to terminate the Subscription Products for convenience within the Subscription Term stated on the Order.
- 12.4 在本协议终止或期满后六十（60）日内，客户和授权用户应尽一切合理努力永久删除所有已存储的副本。但是，这并不妨碍继续使用在本协议终止前汇编的任何新材料或有限摘录。

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 本协议的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，包括就在终止日当天或之前存在的违反本协议的任何行为要求损害赔偿的权利。

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 一般规定 General

- 13.1 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、流行病或大流行病和/或主管政府机构的任何作为和不作为）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 and/or any action or inaction by a competent government authority.

- 13.2 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.

- 13.3 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.

- 13.4 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.

- 13.5 当地法律：每一方应遵守当地适用的法律以及法律部门就本协议或任何订单提出的任何要求。本协议的条款应在当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.

- 13.6 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.

- 13.7 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.

- 13.8 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.

- 13.9 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.

- 13.10 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.

- 13.11 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.

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

- 14.1 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.

- 14.2 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 14 and a dispute in which any of the affiliates of the Parties are involved) through friendly consultations and negotiations.

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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 14.6 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 14.6 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.
- 14.8 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.
- 14.9 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.
- 14.10 各方不可撤销地：
Each of the Parties irrevocably:
- 14.10.1 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;
- 14.10.2 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
- 14.10.3 放弃就本第 14 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 14 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 14 or the jurisdiction of SHIAC to hear and determine any arbitration begun pursuant to this section 14.
- 14.11 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.
- 14.12 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.
- 14.13 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 14, 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).