

PRIVACY POLICY

The Future Laboratory Limited ("We") are committed to protecting and respecting your privacy.

This policy (together with our [terms of use](#) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is **The Future Laboratory Limited** (a company registered in England under number 04082552) whose registered office is at 26 Elder Street, London, E1 6BT.

Information we may collect from you

We may collect and process the following data about you:

- Information that you provide by filling in forms on our websites at www.thefuturelaboratory.com (including shop.thefuturelaboratory.com) and www.lsnglobal.com (**our sites**). This includes information provided at the time of registering to use our sites, subscribing to our services, posting material or requesting further services. We may also ask you for information at other times, for example when you report a problem with our sites.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our sites and of the fulfilment of your bookings and orders.
- Details of your visits to our sites including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

IP addresses and cookies

Our sites use cookies to distinguish you from other users of our sites. This helps us to provide you with a good experience when you use our sites and also allows us to improve our sites. By continuing to use our sites, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your device if you agree. Cookies contain information that is transferred to your device's hard drive.

We use **functionality cookies** to recognise you when you return to our sites, if you have selected the "remember me" option. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

You may refuse to accept these cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our sites.

We also use **Google Analytics** software to collect information about how you use our sites. We do this to help make sure ours sites are meeting the needs of our users and to help us make improvements.

Google Analytics stores information about:

- the pages you visit and how long you spend on each page;
- how you got to our sites;
- what you click on while you're visiting our sites.

Your name and address are not collected or stored as part of this process and we don't allow Google to use or share our analytics data.

You can [opt out of Google Analytics cookies](#) by adjusting your browser settings.

Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables

you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Uses made of the information

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

Disclosure of your information

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If The Future Laboratory Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [terms of use](#) [or [terms and conditions](#) of membership] and other

agreements; or to protect the rights, property, or safety of The Future Laboratory Limited, our customers, or others.

Your rights

Our sites may, from time to time, contain links to and from the websites of third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to help@lsnglobal.com.

THE FUTURE LABORATORY – LS:N GLOBAL

Terms of Use (these “Terms of Use”)

The Future Laboratory Limited, a company registered in England under number 04082552 whose registered office is at 26 Elder Street, London, E1 6BT (“We”) have agreed to make the LS:N Global service, which allows you to access data containing information about trend forecasting and consumer activity (the “Service”), accessible to you.

1. **Acceptance**

In order to access the Service, you must accept these Terms of Use and our [Privacy Policy](#). If you do not accept these Terms of Use or the Privacy Policy, please do not use the Service.

2. **Access**

You acknowledge that we cannot guarantee uninterrupted, timely or error-free access to the Service due to events beyond our control and we or our contractors may also need to carry out maintenance from time to time on the Service.

3. **Support**

If you encounter a problem in your access to or use of the Service and you need support, you should contact help@lsnglobal.com.

4. **The Service**

4.1 You acknowledge that, in offering the Service, we refer to, and rely on, information and data supplied by third parties and we cannot guarantee the accuracy of such information. You further acknowledge that we are unable to update the Service immediately upon becoming aware of any change in information or data supplied by third parties and there may be a time lag in making any updates.

4.2 The Service may contain links to other independent third-party websites and applications (“**Third-party Sites**”). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

4.3 You acknowledge that we are not responsible for ensuring that the Service is sufficient and suitable for your purposes, or for your interpretation of any information.

4.4 You acknowledge and agree that in using the Service, you may be exposed to content that is offensive, indecent or objectionable.

5. **Your Obligations**

5.1 You shall not use or access the Service in such a way to cause it to be interrupted, damaged, rendered less efficient or in any way impaired.

5.2 You shall keep your usernames and passwords to access the Service

strictly confidential and secure and you must not share your username or password with anyone. You shall immediately change your username and password if you know or suspect that any unauthorised third party becomes aware of them or if you become aware of any unauthorised use of them or there is any breach of security known to or suspected by you. You are responsible if you do not maintain the confidentiality of your username and password.

- 5.3 You shall only use the Service for reference and research purposes (the "**Purpose**").
- 5.4 You shall not use, store, copy, download, or deal with the Service or any information available through the Service ("**Content**") in any manner or for any purpose except those expressly permitted in these Terms of Use or otherwise permitted in writing by us.
- 5.5 You shall be responsible for ensuring that the use of the Service by you:
 - 5.5.1 does not interfere with another user's use of the Service; and
 - 5.5.2 does not contain any material detrimental to us and/or the Service, including, without limitation, any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 5.6 You shall promptly inform us if you discover any errors or inaccuracies in the Service.
- 5.7 You shall not attempt to interfere or tamper with the Service at any time.
- 5.8 You shall not use the Service in any way which may be in breach of any law, statute, regulation or bye-law or code of practice of any applicable jurisdiction.

6. **Use Of Content and the Service**

- 6.1 Content is available to download from the Service. In your use of the Service and the Content, you may provide reasonable ancillary reporting documents and information based on, or extracted from, the Service and the Data, for use in accordance with the Purpose only provided that such reports attribute the Content used to us in accordance with Clause 7 below.
- 6.2 In using the Services and the Content you must comply with any instructions or guidance that we may publish in relation to such Content, which may include restrictions imposed by third parties from whom we license the Content.
- 6.3 You shall not:
 - 6.3.1 adapt or translate the whole or any part of the Content;
 - 6.3.2 publish, sell, resell, distribute, deal with or otherwise commercially exploit the Service or the Content or any part

- of them;
- 6.3.3 re-post any Content in blogs or otherwise on the Internet without our prior written consent;
- 6.3.4 amalgamate the Service and/or the Content with any other data, use it as part of any other application or distribute or circulate any Content;
- 6.3.5 use the Service or the content on behalf of any third party and, in any event, also comply with Clause 7 below;
- 6.3.6 use or make use of the Service or the Content in any way which may be detrimental to our reputation or harm our interests;
- 6.3.7 use the Service or the Content to compile a database; or
- 6.3.8 use the Service or the Content for the purposes of redistributing or reproducing commercial information by the press or media or through any commercial network, cable or satellite system.

7. **Intellectual Property Rights**

- 7.1 You acknowledge that, as between you and us, we and our licensors own all Intellectual Property Rights in the Service and the Content. **"Intellectual Property Rights"** means all intellectual and industrial property rights of any nature anywhere in the world, including, but not limited to, copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including, but not limited to, know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 7.2 We hereby grant to you a limited personal, revocable, non-exclusive, non-assignable, non-sub-licensable licence to use the Service and the Content only for the Purpose.
- 7.3 We may insert or apply any applicable copyright, trade mark or other Intellectual Property Rights and other marks and notices to or on the Service or the Content and you shall not remove, erase, obstruct, change or object to any of the same. Whenever you reproduce any Content in accordance with these Terms of Use, you shall always accredit the source as being the Service and us, by displaying a statement of accreditation and disclaimer in the following form:

The material reproduced here has been obtained by me from the LS:N Global service that is operated by The Future Laboratory Limited. The Future Laboratory Limited owns or is the licensee of the material reproduced here but does not guarantee that any such

material is accurate, up-to-date or suitable for any particular purpose or circumstance.

7.4 You shall not reproduce, adapt, translate, arrange, make derivative works of or make available to any third party, either directly or indirectly, the Service or the Content except in the manner and to the extent that you are expressly permitted to do so in accordance with these Terms of Use and you undertake to take all necessary steps to prevent access to the Service and the Content by any person except by you.

7.5 If you become aware of any improper or wrongful use of the Service or the Content or the Intellectual Property Rights in any way, you shall inform us of such use as soon as reasonably practicable.

8. Limitation of liability

8.1 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.2 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence up to the limit specified in Clause 8.3 below.

8.3 Our maximum aggregate liability under or in connection with these Terms of Use (including your use of the Service) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1000. This does not apply to the types of loss set out in Clause 8.4 below.

8.4 Nothing in these Terms of Use shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; and/or any other liability that cannot be excluded or limited by applicable law.

9. Termination

10.1 We may terminate these Terms of Use, and therefore your right to use the Service, immediately by giving notice to you:

10.1.1 if you commit a material or persistent breach of these Terms of Use which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;

10.1.2 if you breach any of the provisions in Clauses 6 or 7 above in relation to permitted uses and usage restrictions; and

10.1.3 if our agreement with the company you work for which purchased access to the Service on your behalf comes to an end.

10. Changes and transfer of rights

11.1 We may amend these Terms of Use from time to time and we will make you aware of such amendments, for example by posting a notice on the website.

10.2 We may transfer our rights and obligations under these Terms of Use to another organisation, but this will not affect your rights or our

obligations under these Terms of Use.

- 11.3 You may only transfer your rights or obligations under these Terms of Use to another person if we agree in writing.

11. No Waiver

No failure or delay by us in exercising any right under these Terms of Use shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our rights under these Terms of Use.

12. Severability

If any provision in these Terms of Use shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other provision or part of any provision, all of which shall remain in full force and effect.

13. Governing Law

These Terms of Use (and all non-contractual relationships arising out of or connected to them) shall be governed by and construed in accordance with English law. You submit to the exclusive jurisdiction of the English courts to settle any dispute or claim which may arise under, or in respect of, these Terms of Use, except where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction.

These Terms of Use were most recently updated on 14 August 2014

THE FUTURE LABORATORY - LS:N GLOBAL

Terms & Conditions (these "Terms and Conditions")

1. The Parties

1.1 The Parties to this Agreement are:

- 1.1.1 The Future Laboratory Limited (a company registered in England under number 04082552) whose registered office is at 26 Elder Street, London, E1 6BT ("us", "we" or "our"); and
- 1.1.2 the customer whose name and address is shown in the relevant Booking Form ("you").

1.2 By returning the Booking Form and/or accessing the Services, you are deemed to have accepted, and are bound by, these Terms and Conditions, and you agree that you will, and you will ensure that your Members, comply with the Agreement.

2. Definitions

2.1 In this Agreement the following terms have the meanings set out below:

- 2.1.1 "**Agreement**" means these Terms and Conditions together with the relevant Booking Form.
- 2.1.2 "**Booking Form**" means the LS:N Global Annual Membership order form or other booking form signed by or on your behalf by which you have subscribed to receive the Services.
- 2.1.3 "**Breach of Duty**" means the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).
- 2.1.4 "**Commencement Date**" means the date that this Agreement begins, being the start date stipulated in the Booking Form, or, if none, the date on which we accept your Booking Form and grant access to the Services.
- 2.1.5 "**Content**" means any content, information, data, materials or result available from the LS:N Global Service or derived from the Services.
- 2.1.6 "**Extended Term**" has the meaning given to it in Clause 12.1.
- 2.1.7 "**Fees**" means the fees payable by you to us under this Agreement, as set out in the relevant Booking Form.
- 2.1.8 "**Initial Term**" has the meaning given to it in Clause 12.1.
- 2.1.9 "**Intellectual Property Rights**" means all intellectual and industrial property rights of any nature anywhere in the world, including copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 2.1.10 "**Liability**" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to the "Agreement" shall be deemed to include any collateral contract).
- 2.1.11 "**LS:N Global Service**" means the provision by us to Members of access to data in relation to information about trend forecasting and consumer activity and certain support services in relation to such access.
- 2.1.12 "**Member**" means one individual human, who is a member of your staff using an email address with your company's email domain who has been authorised by you, and issued with a username and password by us, to use the LS:N Global Service, the number of authorised "Members" being stipulated in the Booking Form.
- 2.1.13 "**Party**" means either us or you, and "**Parties**" shall refer to both of us and you.
- 2.1.14 "**Privacy Policy**" means our privacy policy, which is applicable to the LS:N Global Service, available [here](#), together with such other documents that we may publish from time to time governing privacy matters relating to the use of our Services, as such documents may be updated from time to time.
- 2.1.15 "**Purpose**" means reference and research purposes.
- 2.1.16 "**Services**" means the services set out on the Booking Form, including:
- (a) the provision and making available of the LS:N Global Service to Members; and
- (b) such other services that we have agreed in writing to provide from time to time, excluding consultancy services, which shall be subject to separate terms and conditions.

2.1.17 "**System**" means our servers or other computer systems from which we make available the LS:N Global Service to you and Members.

2.1.18 "**Term**" means the Initial Term and each Extended Term until this Agreement is terminated.

2.1.19 "**Terms of Use**" means the terms of use applicable to use of the LS:N Global Service available [here](#), together with such other terms that we may publish from time to time governing the use of our Services, as such terms may be updated from time to time.

2.1.20 "**Trade Marks**" means "THE FUTURE LABORATORY", "LS:N GLOBAL" and "LIFESTYLE NEWS" names and logos and all our other trade marks, service marks, and product and service names and logos.

2.1.21 "**VAT**" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

3. Interpretive Provisions

In this Agreement:

- 3.1 references to "Clauses" are to clauses of these Terms and Conditions;
- 3.2 where the context so admits or requires words denoting the singular include the plural and vice versa, words denoting any gender (or the neuter) include both genders and the neuter; and words denoting persons shall include partnerships, bodies corporate and unincorporated associations of persons and vice versa (whether or not having separate legal personality and whether incorporated or not);
- 3.3 clause headings are for ease of reference and do not form part of nor shall they affect the interpretation of these Terms and Conditions or this Agreement which incorporates them;
- 3.4 terms defined in the Booking Form shall have the meanings ascribed to them in the Booking Form unless they are defined differently in these Terms and Conditions;
- 3.5 references to "include" and "including" shall be deemed to mean respectively "include(s) without limitation" and "including without limitation"; and
- 3.6 in case of any conflict between the Booking Form and these Terms and Conditions, and any terms posted on any of our websites, the order of priority shall be the Booking Form, followed by these Terms and Conditions, followed by the website terms.

4. The Services

- 4.1 In consideration of payment of the Fees by you to us, we shall, in accordance with the terms of this Agreement, provide you with access to the Services.
- 4.2 We may in our absolute discretion from time to time either host the LS:N Global Service and/or System on our own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements on you and/or Members, or reasonably restrict your and/or Members' rights, due to the requirements of the third party suppliers. Where reasonably practicable, we will endeavour to give you reasonable warning.
- 4.3 You acknowledge that, in offering the LS:N Global Service, we refer to, and rely on, information and data supplied by third parties and we cannot guarantee the accuracy of such information. You further acknowledge that we are unable to update the LS:N Global Service immediately upon becoming aware of any change in information or data supplied by third parties and there may be a time lag in making any updates.
- 4.4 We are not responsible for any service or for data not expressly stipulated in the relevant Booking Form.
- 4.5 The LS:N Global Service and your Members' access to it shall be subject to such restrictions as may be specified in the relevant Booking Form.
- 4.6 We are not responsible for any connections from your system to the System. You shall be responsible for obtaining and paying for and having in place on or prior to the Commencement Date and maintaining any necessary hardware, communications links, equipment and software in order to obtain access to the LS:N Global Service and the System and receive the Services in accordance with this Agreement.
- 4.7 Where we provide links to third party websites or the ability to access a third party application, you acknowledge that you access and use those websites and applications at your own risk, and that the third party provider may require you to agree to its own terms and conditions before proceeding. If you do not wish to be bound by such terms and conditions, do not agree to them and do not use the website or application. We accept no responsibility for third parties' websites or applications or for any loss or damage that may arise from your use of them.
- 4.8 You are responsible for ensuring that the Services are sufficient and suitable for your purposes and shall bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.
- 4.9 You acknowledge and agree that in using the LS:N Global Service, you and your Members may be exposed to Content that is offensive, indecent or objectionable.
- 4.10 We reserve the right at our discretion to:

- 4.10.1 make changes to or withdraw or suspend our System, the LS:N Global Service and the Content; and
- 4.10.2 rename the LS:N Global Service at any time.
- 5. Use Of The Services**
- 5.1 You shall use the System, the Services and the Content strictly for the Purpose only, and, except with our prior written consent, you shall not use, store, copy, download, or deal with the System, the Services or the Content in any manner or for any other purpose except as expressly permitted by Clause 6 and elsewhere in this Agreement, and you shall procure that all Members do the same.
- 5.2 You shall not, and shall procure that Members shall not, use or access the System in such a way to cause the System or the LS:N Global Service (or our services similar to the LS:N Global Service), to be interrupted, damaged, rendered less efficient or in any way impaired.
- 5.3 You shall ensure that all Members are aware of and agree to the Terms of Use, and that the System is only accessed by authorised Members who have provided accurate registration information. You shall notify us as soon as a Member leaves your company.
- 5.4 You shall keep, and procure that Members keep, their usernames and passwords to access the LS:N Global Service strictly confidential and secure (including from other Members or colleagues) and that usernames and passwords are immediately changed if you or they know or suspect that any unauthorised third party becomes aware of that username and password or if you or they become aware of any unauthorised use of a username and password or there is any breach of security known to or suspected by you or them.
- 5.5 You shall immediately notify us on becoming aware of any unauthorised use or attempted unauthorised use or access of the LS:N Global Service or Services or the System or Content and you shall be liable for any unauthorised access occurring as a result of breach of Clause 5.4.
- 5.6 You shall be responsible for ensuring that, and hereby warrant and undertake to us that, the use of the Services and the System by you and Members:
- 5.6.1 does not interfere with another client's or Member's use of the Services; and
- 5.6.2 does not contain any material detrimental to us, the Services and/or the System, including any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 5.7 You warrant that you:
- 5.7.1 have all necessary rights, permissions and consents to enter into this Agreement;
- 5.7.2 shall, and shall procure that Members and your employees, agents and contractors shall, co-operate with us and our employees, agents and contractors;
- 5.7.3 shall not, and shall procure that Members shall not, exceed the number of Members permitted to use the LS:N Global Service;
- 5.7.4 and Members have the required skill and judgement to use the Services and undertake at all times to exercise the same in your use of the Services and you accept that you shall be solely liable for all opinions, recommendations, forecasts or comments you and/or Members make or actions you and/or Members take arising out of such use;
- 5.7.5 shall include any statement of accreditation and disclaimer in the form stipulated by us from time to time and in the manner required by us;
- 5.7.6 shall not knowingly make any false or misleading statements, claims or representations in relation to the Services or us, and shall fairly represent and display the Services and results of or from them;
- 5.7.7 shall promptly inform us if you and/or Members discover any errors or inaccuracies in the Services;
- 5.7.8 shall not attempt to interfere or tamper with the Services, the System, and/or the Content at any time;
- 5.7.9 shall not use the Services in any way which may be in breach of any law, statute, regulation or bye-law or code of practice of any applicable jurisdiction; and
- 5.7.10 shall not make or give any promises, warranties, guarantees or representations to any third party concerning the Services other than those already specifically approved by us in writing.
- 5.8 You warrant that you and your Members, employees, agents and representatives shall:
- 5.8.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- 5.8.2 promptly report to us any request or demand for any undue financial advantage of any kind received by or on your behalf in connection with the performance of this Agreement.
- 5.9 Any special terms applicable to this Agreement may be stipulated in the relevant Booking Form.
- 6. Use Of Content**
- 6.1 Content is available to download from the Service. In your and/or a Member's use of any Content, you and Members may provide reasonable ancillary reporting documents and information based on, or extracted from, the Content, for use in accordance with Clause 5 only provided that such reports attribute the Content used in such documents to LS:N Global by displaying a statement of accreditation and disclaimer (in the form stipulated by us from time to time and in the manner and size reasonably required by us from time to time) and provided that you comply with any instructions or guidance that we may publish in relation to such Content, which may include restrictions imposed by third parties from whom the Content is licensed.
- 6.2 You shall not, without our prior written consent, or that of any third party who may own rights in the Content:
- 6.2.1 adapt or translate the whole or any part of the Content;
- 6.2.2 publish, sell, resell, distribute, deal with or otherwise commercially exploit the Content, including the production of marketing materials;
- 6.2.3 re-post any Content in blogs or otherwise on the Internet;
- 6.2.4 amalgamate the Content with any other data or use the Content as part of any other application;
- 6.2.5 use the Services or Content on behalf of any third party and, in any event, also comply with Clause 6.1;
- 6.2.6 distribute or circulate any Content;
- 6.2.7 use the LS:N Global Service or any Content to compile a database;
- 6.2.8 use the LS:N Global Service or Content for the purposes of redistributing or reproducing commercial information by the press or media or through any commercial network, cable or satellite system; or
- 6.2.9 use the authority granted in Clause 6.1 as a substitute for authorising additional Members to use the Services.
- 7. Intellectual Property Rights**
- 7.1 You acknowledge that, as between you and us, we and our licensors own all Intellectual Property Rights in the Trade Marks, the Services, the System, and the Content whether or not the Services have been provided, compiled or created in accordance with your specific requirements, and you shall not during the Term or at any time after the termination of this Agreement in any way question or dispute our ownership (or our licensors' ownership) of any such rights.
- 7.2 We hereby grant to you and your Members a limited personal, revocable, non-exclusive, non-assignable, non-sub-licensable licence to use the Trade Marks, the Services, the System, and the Content strictly for the Purpose only, provided that you comply with the terms of this Agreement.
- 7.3 We may insert or apply any applicable copyright, trade mark or other Intellectual Property Rights and other marks and notices to or on the Services or Content and you shall not remove, erase, obstruct, change or object to any of the same.
- 7.4 You shall not reproduce, adapt, translate, arrange, make derivative works of or make available to any third party, either directly or indirectly, the Services or Content except in the manner and to the extent that and for so long as you are expressly permitted to do so in accordance with this Agreement and you undertake to take all necessary steps to prevent access to the Services or Content by any person except those of your authorised Members who need to have access to it for the purposes permitted by this Agreement.
- 7.5 Without prejudice to Clause 6, you shall not extract or re-use the Services or Content for any commercial purpose including trading, building commercial databases, reselling or redistributing the Services or Content, except to the extent that and for so long as you are expressly permitted to do so in accordance with this Agreement or by us in writing.
- 7.6 You acknowledge that civil and criminal penalties may be incurred in the event of any infringement of the Intellectual Property Rights set out in Clause 7.1, and that any such infringement by you and/or Members may result in incalculable damage and/or loss to us, and accordingly you agree that, in addition to any other right or remedy available to us, we shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement thereof. You undertake to indemnify us in full, against all loss, damage, costs and expenses (including loss of profit) which may be incurred by us by reason of any such infringement by you and/or Members.
- 7.7 You shall not, and shall procure that Members shall not, use or make use of the Services or Content or the System in any way which may be detrimental to our reputation or harm our interests.
- 7.8 If you become aware of any improper or wrongful use of the Services or Content or the System or the Intellectual Property Rights in any way, you shall forthwith inform us of such use as soon as reasonably practicable. You shall, if requested by us, assist us (at our cost) in taking any steps in connection with the protection or defence thereof as we may reasonably determine.
- 7.9 The rights and obligations of this Clause 7 shall continue after termination of this Agreement for whatever reason.
- 8. Fees And Payment**
- 8.1 In consideration of our obligations in this Agreement, you shall pay us the Fees, as set out in this Clause 8 and in this Agreement.
- 8.2 We may issue invoices to you for the Fees in accordance with the payment terms set out in the relevant Booking Form.
- 8.3 Unless otherwise agreed with us and set out in the relevant Booking Form, you shall pay for all Fees within 30 days after the date of our invoice. All Fees are non-refundable.

- 8.4 All sums due to us are exclusive of VAT and other duties or taxes which you shall pay to us in addition at the same time as payment of the Fees if applicable.
- 8.5 You shall pay us all Fees by telegraphic transfer, or by any other payment method reasonably stipulated by us. No payment shall be considered paid until it is received by us in cleared funds in full.
- 8.6 Payment shall be in the currency in force in England from time to time.
- 8.7 We may increase the Fees in respect of any Fees not yet paid on the expiry of the Initial Term, and at any point thereafter, by giving you not less than two months' written notice of such increase, such increase to take effect at the beginning of any Extended Term.
- 8.8 Payment of all sums due to us under this Agreement shall be made by you in full without any set-off, deduction or withholding whatsoever.
- 8.9 If the laws of any part of the territory where you are based require you to withhold tax on any payment which you are obliged to make to us under this Agreement, you shall:
- 8.9.1 obtain a proper receipt and discharge for the tax so deducted and forward it without delay to us;
- 8.9.2 do all such other things and take such other steps as may be reasonably required to enable us to obtain any tax credit which may be available to us; and
- 8.9.3 in the event that any taxes deducted cannot be reclaimed, make up to us any shortfalls in payment attributable to such tax deductions.
- 8.10 If you are late in paying any part of any monies due to us, we may (without prejudice to any other right or remedy available to us, whether under this Agreement or by any statute, regulation or by-law) do any or all of the following:
- 8.10.1 charge interest on the amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and/or
- 8.10.2 suspend the performance of this Agreement or any part thereof until payment in full has been made; and/or
- 8.10.3 immediately terminate this Agreement without further liability to you or any obligation to refund any Fees.
9. **Confidentiality**
- 9.1 In this Clause 9 "**Confidential Information**" means any commercial, financial or technical information (including, in our case, the Content) relating to the business or prospective business of one Party obtained directly or indirectly by or on behalf of the other in any form or medium pursuant to this Agreement which is expressly marked as confidential or which a reasonable person would reasonably regard as being confidential, together with any reproductions of this information.
- 9.2 Each Party shall keep and procure to be kept secret and confidential the Confidential Information of the other Party (whether before or after the date of this Agreement) and shall not use nor disclose the same save:
- 9.2.1 for the purposes of the proper performance of this Agreement; or
- 9.2.2 as otherwise permitted by this Agreement; or
- 9.2.3 with the prior written consent of the other Party.
- 9.3 Each Party may disclose the Confidential Information of the other Party to its employees, agents, consultants and contractors who reasonably need to receive the Confidential Information of the other Party for the purposes of this Agreement. Where one Party discloses Confidential Information of the other Party to its employee, agent, consultant or contractor, it shall do so subject to obligations equivalent to those set out in this Clause 9. Each Party shall use its best endeavours to ensure that any employee, agent, consultant or contractor complies with such obligations.
- 9.4 The obligations of confidentiality in this Clause 9 shall not extend to any matter which either Party can show:
- 9.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or
- 9.4.2 was in its written records prior to receipt; or
- 9.4.3 was independently developed by it; or
- 9.4.4 was independently disclosed to it by a third party entitled to disclose the same.
- 9.5 If either Party (or that Party's employee, agent, client, consultant or contractor) is required to disclose the Confidential Information of the other Party under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, then that Party shall, prior to any disclosure where practicable, notify and consult with the other Party and, at the other Party's request and cost, assist that other Party in opposing any such disclosure. In any event, where a Party (or its employee, agent, client, consultant or contractor) is required to disclose the other's Confidential Information, that Party shall use all reasonable endeavours to require the recipient to keep the Confidential Information strictly confidential.
- 9.6 Neither Party shall make any announcement of any kind in respect of the subject matter of this Agreement except with the prior written consent of the other Party (not to be unreasonably withheld or delayed) or as is required by law.
- 9.7 Subject to Clause 9.6, we may identify you as our customer and you may identify us as your supplier and the type of service we provide to you, provided that in doing so the Confidential Information of the other is not revealed.
- 9.8 The obligations of this Clause 9 shall continue after termination of this Agreement for whatever reason.
10. **Monitoring Of Usage**
- 10.1 You acknowledge that the functionality of the LS:N Global Service and the System allows the collection and recording of information relating to them ("**Customer Information**") and that Customer Information includes your and/or Members' use and access and the use and access of other of our customers. Customer Information is valuable to us for the purposes of analysing and understanding market trends. You confirm that you consent to us viewing, monitoring, collecting and recording generic information about your and/or Members' use of the Services, Content and the System and to us collating, compiling, reformatting, reproducing, adapting, translating, arranging, publishing, selling, distributing, dealing with or otherwise commercially exploiting any part of such information or otherwise making it available to any third party on such terms as we deem appropriate. Further details are set out in the Privacy Policy.
11. **Data Protection**
- 11.1 Both Parties agree to comply with all relevant data protection legislation and the Privacy Policy.
- 11.2 If we process any personal data on your behalf when performing our obligations under this Agreement:
- 11.2.1 you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you and your Members are located in order to carry out the Services and our other obligations under this Agreement;
- 11.2.2 you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this Agreement on your behalf;
- 11.2.3 you shall ensure that all Members and any relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- 11.2.4 each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
12. **Duration And Termination**
- 12.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this Agreement, for a period of one year from such date (the "**Initial Term**"). The term of this Agreement shall automatically extend for a period of one year (the "**Extended Term**") at the end of the Initial Term and at the end of each Extended Term unless either Party gives written notice to the other, not later than thirty days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 12.2 Either Party may terminate this Agreement immediately by notice in writing to the other Party if the other Party:
- 12.2.1 is in material breach of any of its obligations under this Agreement which are incapable of remedy;
- 12.2.2 fails to remedy, where capable of remedy, any material breach of any of its obligations under this Agreement after having been required in writing to remedy such breach within a period of 21 days after receipt of a notice to do so. A breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance; or
- 12.2.3 gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt.
- 12.3 For the avoidance of doubt, any breach by you or any of your Members of Clauses 5, 6, 7, 8.1, 9 and 16.2 shall constitute a material breach of this Agreement for the purposes of Clause 12.2.1 and we shall also be entitled to suspend the Services in the event of such breach.
- 12.4 Upon termination of this Agreement for any reason, you shall immediately cease to use the Services, the System and any Content.
- 12.5 Termination of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.
- 12.6 Termination of this Agreement will not affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination (including Clauses 2, 3, 6, 7, 8, 9, 11, 12.3, 12.4, 12.5, 12.6, 12.7, 13, 16.2, 17 and 18).

- 12.7 Upon termination of this Agreement for any reason:
- 12.7.1 we shall cease to perform this Agreement;
- 12.7.2 all outstanding Fees shall become immediately payable, whether invoiced or not;
- 12.7.3 the owner of Confidential Information may at its option require the other Party to delete promptly all Confidential Information belonging to the Party requiring the action from any computer hard drive, storage facility or device or other material in its possession or under its control or promptly deliver up or destroy materials and tangible items in its possession or under its control which contain any such Confidential Information. The owner of Confidential Information may require the other Party to provide a written declaration, signed by an officer or other authorised individual stating that there has been full compliance with this Clause 12.7.3; and
- 12.7.4 your rights in respect of the Services and the Content shall immediately cease.
13. **Liability**
- 13.1 This Clause 13 prevails over all other Clauses and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:
- 13.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or of any goods, services, data or software in connection with this Agreement; or
- 13.1.2 otherwise in relation to this Agreement or entering into this Agreement.
- 13.2 Nothing in this Agreement shall exclude or limit our Liability for:
- 13.2.1 fraud; or
- 13.2.2 death or personal injury caused by our Breach of Duty; or
- 13.2.3 any breach by us of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or
- 13.2.4 any other Liability which cannot be excluded or limited by applicable law.
- 13.3 Subject to Clause 13.2, we do not accept and hereby exclude any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.
- 13.4 Subject to Clause 13.2, we shall not have any Liability in respect of any:
- 13.4.1 indirect or consequential losses, damages, costs or expenses;
- 13.4.2 loss of actual or anticipated profits;
- 13.4.3 loss of contracts;
- 13.4.4 loss of use of money;
- 13.4.5 loss of anticipated savings;
- 13.4.6 loss of revenue;
- 13.4.7 loss of goodwill;
- 13.4.8 loss of reputation;
- 13.4.9 loss of business;
- 13.4.10 ex gratia payments;
- 13.4.11 loss of operation time;
- 13.4.12 loss of opportunity;
- 13.4.13 loss of, damage to, or corruption of, computer programs or data; or
- 13.4.14 fines imposed by any regulatory authority, whether or not such losses were reasonably foreseeable or whether or not we or our agents had been advised of the possibility of you incurring such losses. For the avoidance of doubt, Clauses 13.4.2 to 13.4.13 apply whether such losses are direct, indirect, consequential or otherwise.
- 13.5 Subject to Clause 13.2, our total aggregate Liability in respect of this Agreement (or otherwise) shall be limited to the greater of: (a) £1000; or (b) 110% of the total sums paid and total other sums payable, in aggregate, by you to us under this Agreement, within the 3 months preceding the date on which the claim first arose.
- 13.6 The limitation of Liability under Clause 13.5 has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 13.7 You acknowledge that it is not possible to ensure that the Content, the Services or the System is always up-to-date, complete, wholly accurate, error-free or virus-free and we make no warranties in this regard or any warranty that the same will meet your individual requirements or those of your Members.
- 13.8 Except where expressly provided for within this Agreement, all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law.
14. **Force Majeure**
- 14.1 We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under this Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident,
- breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that we notify you of such an event and its expected duration.
15. **Notices**
- 15.1 All notices given by you to us must be given to The Future Laboratory Limited at 26 Elder Street, London, E1 6BT or by email to help@lsglobal.com. We may give notice to you at either the email or postal address that you have provided to us. Notice may also be given to you by us via our website. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter or three hours after having been posted on our website. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee and that no error message was received.
16. **Assignment**
- 16.1 We may assign, sub-license, sub-contract, transfer, novate, charge or otherwise encumber, create any trust over or deal in any manner with this Agreement or any of our rights, liabilities and obligations under this Agreement.
- 16.2 You shall not (and shall not purport to) assign, sub-license, sub-contract, transfer, novate, charge or otherwise encumber, create any trust over or deal in any manner with this Agreement or any of your rights, liabilities or obligations under this Agreement without our prior written consent.
17. **General**
- 17.1 Save as expressly provided herein, this Agreement constitutes the complete and exclusive statement of agreement and understanding between the Parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written, with respect to the subject matter hereof. You acknowledge and agree that no representations were made prior to the entering into this Agreement and that, in entering into this Agreement, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out or referred to in this Agreement.
- 17.2 We reserve the right to modify these Terms and Conditions. Any modification is effective 30 days after posting on our website or immediately on distribution to you via email or post. Your continued use of the Services and the System following such time shall be deemed an acceptance of all such modifications, except that any modifications which have a materially detrimental effect on you, other than modifications imposed on us by our licensors, shall not be effective until the end of the Initial Term or current Extended Term, as applicable.
- 17.3 No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish that Party's rights under this Agreement.
- 17.4 If any provision in this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other provision or part of any provision, all of which shall remain in full force and effect.
- 17.5 Nothing in this Agreement shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.
- 17.6 A person who is not a Party to this Agreement or a permitted assign of a Party has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement.
- 17.7 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you. If you provide us with a purchase order for any Services, the purchase order shall be purely for your administrative purposes only and shall not form part of this Agreement.
18. **Applicable Law**
- 18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law. If:
- 18.1.1 you are domiciled in the European Union, then the exclusive forum for settling any disputes which may arise out of or in connection with this Agreement shall be the English courts; and
- 18.1.2 you are not domiciled in the European Union, any dispute which may arise out of or in connection with this Agreement shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.