

## **TERMS & CONDITIONS OF SALE – AMA RESEARCH**

**1. Scope of Agreement:** These are the conditions of the contract between you, the Customer (“You” and “your”) and AMA Research Ltd, registered no 04501364 (“AMA Research”, “we”, “us” and “our”) governing your use of our products and services, as set out in your purchase order. AMA Research make publications or databases and all data or information contained therein (“the research material”) available subject to these terms and conditions. Your use of this research material affirms your acknowledgement and agreement to be bound by these terms and conditions.

**2. Report Purchase Order:** Report purchase orders shall only be binding when accepted by us. You shall not cancel or amend the Report Purchase Order unless we have given our prior written consent. An email confirming the acceptance of a quote by AMA Research will constitute a Report Purchase Order.

**3. Terms of sale:** Any proposal or offer is valid for a period of 30 days only, unless otherwise specified, and AMA Research may withdraw it at any time. The Customer shall ensure that its order is complete and accurate. We shall assume that any person who places a purchase order on your behalf can bind you legally. No order which has been accepted by AMA Research may be cancelled by you, except with our written consent and provided that you indemnify AMA Research in full against all loss, costs, damages, charges and expenses incurred by us as a result of the cancellation. The electronic format and type of information sold by AMA Research is such that we cannot accept returns of products once they have been dispatched, and no refunds will be processed.

**4. Ownership:** AMA Research shall retain legal and beneficial ownership of all Intellectual Property Rights in relation to all research material published by us in whole or in part, including, without limitation, all data, databases, reports, calculations, records, drawings, tables, charts, specifications, plans, and/or other material created by AMA Research (or any employee or person engaged by us). You obtain no ownership rights in the product or any of the Intellectual Property Rights pursuant to or arising out of this agreement. Any display of the materials shall credit AMA Research, wherever technically and commercially feasible. The removal or alteration of copyright notices, disclaimers or any other statement or material confirming our ownership of the research material from any copy of the research material in whatever format, is not permitted.

**5. Grant of License:** We grant you a non-exclusive, non-transferable license to use the products and services described in the Report Purchase Order. You warrant that you shall only use the research material for your internal business purposes in accordance with this agreement and shall not, without our prior written consent, make available, copy, reproduce, retransmit, disseminate, sell, license, distribute, publish, broadcast or otherwise circulate the product (or any part of it) to any person other than in accordance with these terms and conditions. You further warrant that you shall comply with all applicable laws and regulations and shall not knowingly use the product for any improper or unlawful purposes. The Customer may not represent any part of the contents as being anything other than material owned and published by AMA Research.

**6. License:** Unless stated otherwise on the report purchase order, the product is licensed to you on a single user basis. Only the user named on the report purchase order as the customer may use the product as outlined in this agreement. Additional user licenses may be purchased by you at our prevailing standard list prices for multiple user or enterprise wide licenses. You warrant that you will use appropriate controls to ensure that the license is not breached by you or other users and agree that any breach may cause us irreparable harm. You agree we have the right to charge additional fees for unauthorised usage in line with our standard list prices. This clause survives termination of the Agreement.

### **6.1 Single User Licence Terms**

a) Scope: The Single User licence is intended for cases where the material is purchased for use by one individual or for use on one computer only.

b) Accessing a report on-line via AMA Research Interactive: A user identity and password is required to read AMA reports via the AMA Research Interactive online facility. The user identity and password are assigned by AMA Research to the person designated as the user by the purchasing company. When using the AMA Research Interactive online facility, the designated user may access the report's contents from any computer. The user may share access with other colleagues at the point of viewing but may not reveal the user identity and password to anyone else. In the event that the designated user leaves the company, he/she or the 'lead user' should inform AMA Research and a user identity and password will be assigned to another person within the same company.

c) Accessing reports off-line: Reports can be downloaded from AMA Research Interactive or purchased as Pdf, Word or Powerpoint files from AMA Research. Any of these documents or parts thereof held as files on a computer (whether purchased directly or downloaded from the web) may be accessed, read and used solely on a single computer within the company making the purchase of the said material, (“the purchaser”), and by the employees of the purchaser. By company is meant a single entity that trades under a specific and unique name. This does not include Groups that incorporate more than one trading entity.

d) **Reproduction and disclosure of material:** The purchaser may use purchased research material only as required to view for individual use, and may make a single paper copy of a purchased report or database once only for their use, unless appropriate agreement has been reached with AMA Research Ltd or a 3 User or Enterprise Wide Licence purchased. Other than this one paper copy, individual paragraphs, charts or tables may be copied into other digital documents, if referenced properly, but the user may not make copies of complete chapters or documents. The purchaser shall ensure that this research material, or any part thereof, is not disclosed or made available by the purchaser, or any of its employees, to any other person, company, subsidiary, associated or holding company, corporation or organisation, including any other companies within a wider Group.

e) **Storage and transmission of material:** The contents of any purchased research material must not be reproduced, transmitted, held or stored on a server or in any company-wide retrieval system, intranet or other electronic storage or transmitting device in whole or in part, without the prior written permission of the copyright holders, who are AMA Research Ltd.

## **6.2 Consultant's Licence Terms**

a) **Scope:** The Consultant's licence is intended for cases where the purchaser is a consultant that is likely to share the content with colleagues or clients as part of specific projects.

b) **Accessing a report on-line via AMA Research Interactive:** A user identity and password is required to view AMA reports via the AMA Research Interactive online facility. Such a user identity and password may be assigned by AMA Research to the consultant purchasing the report ("the purchaser"). When using the AMA Research Interactive online facility, the designated user may access the report's contents from any computer. The user may share online access with other colleagues at the point of viewing but may not reveal the user identity and password to anyone else. In the event that the designated user leaves the company, he/she should inform AMA Research and a user identity and password will be assigned to another person within the same company, if required.

c) **Accessing reports off-line:** Reports can be downloaded from AMA Research Interactive or purchased as Pdf, Word or Powerpoint files from AMA Research. Individual paragraphs, charts and tables may be shared with clients or other colleagues as part of specific projects, but the purchaser may not make copies of, or share, complete chapters or documents.

d) **Reproduction and disclosure of material:** The purchaser may use purchased research material only as required to view for individual use, and may make a single paper copy of a purchased report or database once only for their use, unless appropriate agreement has been reached with AMA Research Ltd or a 3 User or Enterprise Wide Licence purchased. Other than this one paper copy, individual paragraphs, charts and tables may be copied into other digital documents, if referenced properly, and may be shared with clients or other colleagues as part of specific projects, but the purchaser may not make copies of, or share, complete chapters or documents with clients.

The purchaser shall ensure that this research material, or any part thereof, is not disclosed or made available by the purchaser, or any of its employees, to any other person, company, subsidiary, associated or holding company, corporation or organisation, including any other companies within a wider Group.

e) **Storage and transmission of material:** The contents of any purchased research material must not be reproduced, transmitted, held or stored on a server or in any company retrieval system, intranet or other electronic storage or transmitting device in whole or in part, without the prior written permission of the copyright holders, who are AMA Research Ltd.

## **6.3 3-User Licence Terms**

a) **Scope:** The 3 User licence is intended for cases where the purchaser is likely to share the material with a limited number of colleagues within the same company and country.

b) **Accessing a report on-line via AMA Research-Interactive:** A user identity and password is required to read AMA reports via the AMA Research interactive online facility. With the 3-User licence, three user identities and passwords are assigned by AMA Research to the three persons designated as users by the purchasing company ("the purchaser"). When using the AMA Research-Interactive online facility, the designated users may access the report's contents from any computer. The users may share access with other colleagues at the point of viewing but may not reveal any of the user identities and password to anyone else. In the event that a designated user leaves the company, he/she or the 'lead user' should inform AMA Research and a user identity and password will be assigned to another person within the same company.

c) **Accessing reports off-line:** Reports can be downloaded from AMA-Interactive or purchased as Pdf, Word or Powerpoint files from AMA Research. Any of these documents or parts thereof held as files on a computer (whether purchased directly or downloaded from the web) may be accessed, read and used by 3 users on 3 separate computers within the company making the purchase of the said material. By company is meant a single entity that trades under a specific and unique name and does not include Groups that incorporate more than one trading entity. Files may not be loaded on to a company intranet (see "Storage and transmission of material" below).

d) **Reproduction and disclosure of material:** The designated users may use the research material only as required to view for individual use, and each user may make a single paper copy of a purchased report once only for their own use, unless appropriate agreement has been reached with AMA Research Ltd or an Enterprise Wide Licence has been purchased. Individual paragraphs, charts or tables may be copied into other digital documents, if referenced properly, but users may not make digital copies of complete chapters or documents. The purchaser shall ensure that this research material, or any part thereof, is not disclosed or made available by the purchaser, or any of its employees, to any other person, company, subsidiary, associated or holding company, corporation or organisation, including any other companies within a wider Group.

e) Storage and transmission of material: The contents of any purchased research material must not be reproduced, transmitted, held or stored on any company retrieval system, intranet or other electronic storage or transmitting device in whole or in part, without the prior written permission of the copyright holders, who are AMA Research Ltd.

#### **6.4 Enterprise Wide Licence Terms**

a) Scope: The Enterprise Wide licence is intended for cases where the purchaser is likely to share the material extensively within a group of companies within the same country.

b) Accessing a report on-line via AMA Research Interactive: A user identity and password is required to read AMA reports via the AMA Research Interactive online facility. With the enterprise wide licence, three user identities and passwords are assigned by AMA Research to the three persons designated as lead users by the purchasing company ("the purchaser"). When using the AMA Research Interactive online facility, the designated users may access the report's contents from any computer. The users may share access with other colleagues at the point of viewing but may not reveal the user identity and password to anyone else. In the event that a designated user leaves the company, he/she or the 'lead user' should inform AMA Research and a user identity and password will be assigned to another person within the same company.

c) Accessing reports off-line: Reports can be downloaded from AMA Research Interactive or purchased as Pdf, Word or Powerpoint files from AMA Research. Any of these documents or parts thereof held as files (whether purchased directly or downloaded from the web) may be stored on individual computers or a server, and accessed, read and used by any employee of the purchaser within the purchaser's company, subsidiary companies, owning companies or group of companies. Usage is restricted to employees and relevant companies within a single country. International or global access may be granted under a separate licence by contacting AMA Research.

d) Reproduction and disclosure of material: Copies may be made of the research material and may be shared between users at the purchasing company within a single country. The purchaser shall ensure that this research material, or any part thereof, is not disclosed or made available by the purchaser, or any of its employees, externally to any other person, company, subsidiary, associated or holding company, corporation or organisation, or to any group companies that are based abroad.

e) Storage and transmission of material: The contents of any purchased research material must not be reproduced, transmitted, held or stored in any company retrieval system, intranet or other electronic storage or transmitting device in whole or in part, without the prior written permission of the copyright holders, who are AMA Research Ltd.

#### **6.5 Database Licence Terms**

a) This licence covers the use of databases collated and sold by AMA Research.

b) All databases and mailing lists collated and supplied by AMA Research are provided to the client in electronic format only and distributed via email. AMA Research does not accept responsibility for the readability of data, nor is any liability accepted for conversion of the data supplied to any system or format other than that specified in AMA Research's acknowledgement of the order.

c) Whilst AMA Research will endeavour to achieve the highest possible level of accuracy, as lists are compiled from a variety of sources we cannot warrant that any of the records are 100% complete, each one must be taken at the description accorded to it by authoritative sources. No warranty is given regarding the accuracy, relevance or completeness of individual addresses, contact names or telephone numbers or that any list is a complete compilation of the categories of persons or establishments described therein.

d) The purchase agreement permits multiple use of the data in perpetuity.

e) The database may only be used within the Client's company and for the legitimate business purposes of that company. The database, or any part of it, may not be given or sold to any other third party.

f) Some of the information provided within databases and mailing lists are attained through telephone research, this activity is classed purely as 'market research' and is therefore compliant with Telephone Preference Service (TPS) requirements.

g) At the time of delivery, databases and other lists are not screened against TPS, CTPS or MPS databases. Where required by statute, this remains wholly the responsibility of the Client and AMA Research accepts no responsibility nor liability for failure by the Client in this, or any other regard.

h) Whether or not AMA Research shall have seen copies of the items to be mailed by or on behalf of the Client, the Client warrants that such items contain nothing which infringes copyright or is defamatory, obscene, indecent, or otherwise illegal or unlawful, and shall keep AMA Research fully indemnified against losses, costs, charges and expenses of whatsoever nature arising out of or in connection with a claim that such items infringe copyright, are defamatory, indecent or otherwise illegal or unlawful whether or not such claim is upheld or justified.

i) AMA Research shall not be liable, nor accept responsibility for direct or indirect loss, consequential loss or loss of profits suffered by the use of contact or other information supplied in any database or other list for any reason whatsoever.

**7. Fees and Payment Terms:** Payment is due in full prior to delivery in most cases, although in some cases we provide a 30 day invoice payment option to UK registered limited companies. VAT will be charged if applicable. Should your account fall overdue, then interest will be charged by adding 2% to the total invoice amount together with compensation for debt recovery costs pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002. Interest will be calculated daily from the due date to the payment date.

## 8. Service provision (subscription services):

**8.1 Term and Termination:** The contract shall commence on the commencement or renewal date specified in the Subscription Agreement. Unless terminated for any of the reasons outlined below, the contract shall continue for the subscription period and shall automatically extend for a further 12 months at the end of the initial subscription period. Either party may give written notice to the other party, no later than 30 days before the end of the current subscription period, to terminate the contract at the end of the subscription period. Either party may terminate the contract immediately (or following such notice period as it sees fit), by giving written notice to the other party if the other party commits a material breach of the contract and fails to remedy that breach within 7 days of that party being notified in writing of the breach. AMA Research may terminate the contract immediately by giving written notice to the customer if:

- the Customer fails to pay any amount due under the contract on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;
- or there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010);
- or the Customer exceeds any licensing or copying limits specified in the proposal, or other infringements of copyright.

On any termination of the contract for any reason or expiry of the term, the Customer shall immediately pay any outstanding amounts owed to AMA Research under this agreement and shall ensure that there is no further use of the materials.

**8.2 Security and Passwords:** The Customer, and each registered user, shall ensure that materials are kept secure and shall use the best available security practices and systems to preserve the integrity of any materials processed by it and to prevent, and take prompt and proper remedial action against, any corruption or loss of such materials and against any unauthorised access, copying, modification, storage, reproduction, display or distribution of the materials. If the Customer becomes aware of any misuse, loss, destruction, corruption or other damage of or to any materials, or any security breach in connection with the contract that could compromise the security or integrity of the materials or otherwise adversely affect AMA Research, the Customer shall promptly notify us and co-operate with reasonable security investigations. A password may only be used by the registered user to whom the password is issued and sharing of passwords is strictly prohibited. In the event of loss or theft of a password, it is your responsibility to notify AMA Research immediately in writing.

**8.3 Suspension of services:** AMA Research may suspend the performance of the services (including blocking the Customer's or any registered user's access to the services); in order to carry out any emergency maintenance or repair of the software; if the Customer fails to comply with any of its obligations set out in the contract or if AMA Research reasonably believes that such failure is imminent; or if AMA Research reasonably believes that suspension is necessary to protect or maintain the security of the services. We will use reasonable endeavours to provide as much notice of the suspension as reasonably possible however the Customer acknowledges that on occasions no notice may be possible. AMA Research will restore suspended services as soon as reasonably practicable after the cause of the suspension has been rectified.

**9. Warranty & Indemnity:** You agree to indemnify and hold AMA Research and any of our employees and agents harmless from and against all claims, liabilities, expenses, losses, cost or damages incurred or suffered and any claims of legal proceedings which are brought or threatened, in each case arising from any violation or infringement of third party rights, or any breach of any of these terms and conditions. The Customer represents and warrants that you comply with the license conditions and that you are not an information reseller. AMA Research warrants that the services will be provided in accordance with the Report Purchase Order in all material respects. AMA Research has the right to license the use of the services and the materials as specified in these terms and conditions. However, AMA Research does not warrant that the supply of materials or use of the services will be free from interruption; that the materials are accurate, complete, reliable, secure, useful, fit for purpose or timely.

**10. Liability:** Every care is taken to avoid mistakes, and in the event of an error caused by us or others in any reports, tables or charts supplied to you, we will use our best endeavors to correct the error at our own expense. However, we will not be held liable for the consequences of the error beyond the provision of corrected reports and tables or charts. Information in the research material represents our assessment based on background information, analysis and personal experience. The accuracy of the information cannot, therefore, be guaranteed. In particular, AMA Research accepts no liability or responsibility for damages suffered by any third party as a result of decisions made, or actions taken, based on the research material. In addition, we do not accept liability for any errors or omissions or claims for losses arising from any free of charge materials. Our liability in contract, tort or otherwise arising out of or in connection with the agreement shall not exceed the total charges received by us from you for services outlined in the Subscription Agreement.

**11. Confidentiality:** Neither party shall, except as required to perform our and/or your respective rights and obligations, use, copy, adapt, alter, disclose to any third party or part with possession of any information or data of the other party which is disclosed or otherwise comes into our or your possession directly or indirectly as a result of these terms and which is of a confidential nature. This obligation shall not apply to information:

- the receiving party can prove was in its possession at the date it was received or obtained;
- or the receiving party obtains from some person other than us, you or an affiliate with good legal title thereto;
- or comes into the public domain otherwise than through the default or negligence of the receiving party; or
- is independently developed by or for the receiving party.

**12. Force Majeure:** We will not be liable for any delay or failure to perform any obligation under this agreement due to any event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labour dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of services and platforms used to operate our electronic media.

**13. General:** You may not resell, assign or transfer any of your rights under this contract without our written consent. Any attempt to resell, assign or transfer rights without our consent will entitle us to cancel the contract without liability to you. A person who is not party to this contract has no right under the contracts to rely upon or enforce any terms of this agreement. AMA Research is subject to the UK Data Protection Act 1998. Our primary goal in collecting information from you is to give you an enjoyable customised experience while allowing us to provide services and information that meets your needs. We collect certain information from you, which you give to us when registering or subscribing to our products and services. Any information supplied to us as part of this registration process and/or any other interaction with AMA Research will be collected, stored and used in accordance with the AMA Research's [Privacy Policy](#).

This agreement is governed by English law and each party agrees that the courts of England will have non-exclusive jurisdiction to deal with any disputes arising out of or in connection with this agreement. Changes to this contract can only be made in writing.

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