

## **AMA RESEARCH SUBSCRIPTION - TERMS & CONDITIONS**

**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 the Subscription Agreement. 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. Subscription Agreement:** Once a purchase order has been received, we will confirm the order by issuing a Subscription Agreement, which outlines the details of the order. Any purchase order shall only be binding when accepted by us. An email confirming the acceptance of a quote by AMA Research may constitute a purchase order, and specific conditions outlined in an email, once accepted by both parties, may form part of the Subscription Agreement. The Subscription Agreement should always be stored together with this document outlining the terms and conditions.

**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.

**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 Subscription Agreement. 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. Users may not represent any part of the contents as being anything other than material owned and published by AMA Research. Users may not re-publish, re-sell or re-distribute any research material, or do anything else with any research material, which is not specifically permitted in this Agreement.

**6. License:** You warrant that you will use appropriate controls to ensure that the license is not breached by you, or any of your registered users, and agree that any breach may cause us irreparable harm. You agree that AMA Research has the right to charge additional fees for unauthorised usage in line with our standard list prices. This clause survives termination of the Subscription Agreement. Subscriptions include a 3-user licence unless otherwise specified in the Subscription Agreement. Other licence agreements are available on request. The specific terms and conditions relating to the 3-user licence are outlined below.

**6.1 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.

**6.2 Accessing a report on-line via AMA Research-Interactive:** A user identity and password is required to access our reports via the AMA Research Interactive online facility. With the 3-user licence, a user identity and a password are assigned by AMA Research to each of the three persons designated as users by the Customer. 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.

**6.3 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 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). If network access is required, subscribers must contact AMA Research prior to any installation.

**6.4 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 or a licence with wider coverage has been purchased. Individual paragraphs, charts or tables may be copied into other digital documents, as long as AMA Research is identified as a source of information, but users may not make digital copies of complete chapters or documents. The Customer shall ensure that this research material, or any part thereof, is not disclosed or made available by you, or any of your employees, to any other person, company, subsidiary, associated or holding company, corporation or organisation, including any other companies within a wider group. For any significant portions, or where information is likely to become available in the public domain or to third parties, customers are required to seek permission prior to publication.

**6.5 Storage and transmission of material:** Excepting rights granted in point 6.4 above, 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.

**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. Your payment terms are outlined in the Subscription Agreement. 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 Subscription Agreement 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, labor 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.

**Last updated:** November 2016.