

BSRIA, Inc.

TERMS AND CONDITIONS OF BUSINESS

Version	Version Date	Revision History	Approved by:
1	24 August 2017	1 st Edition	Eian Hardacre

Document Change Approver

Name	Position
Eian Hardacre	Finance Director

These Terms and Conditions of Business cover all business engaged in by BSRIA, Inc., a Delaware corporation, with a registered office located at 251 Little Falls Drive 2711 Centerville Road, Suite 400, Wilmington, DE 19808. These **Terms** are grouped into sections to allow the **Client** to identify the terms that cover the particular products and/or services that they are procuring from the **Company**. If a **Client** is in any doubt as to the exact terms or conditions that cover the product or service procured, please contact the member of staff or the business area that you are dealing with. Thank you for choosing BSRIA as your supplier.

For ease of understanding, these **Terms** are presented in the following sections:

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PART A DEFINITIONS

A DEFINITIONS

- A1 The **Company** shall mean BSRIA, Inc., a Delaware corporation, with registered office located at 251 Little Falls Drive, Wilmington, DE 19808.
- A2 The **Client** shall mean the company or person who purchases goods or services from the **Company**.
- A3 **Goods and Services** or **Goods or Services** include technical services, consultancy, membership, publications, equipment hire and other services provided by the **Company**.
- A4 **Results** are new and unique intellectual property generated as a consequence of a program of work, to which the **Company** or its **Parent** retains all rights.
- A5 **In Writing** shall mean any correspondence actually received by the **Company**, sent by certified US mail or by email with read receipt returned.
- A6 **Deliverable** shall mean any report, presentation, software or other results arising from the operation of a contract to be supplied to the **Client**.
- A7 **Proposal** shall mean the offer for supply of **Goods or Services** by the **Company**,
- A8 **Contract** shall mean the **Proposal** together with any agreed variations, forming a contract between the **Company** and the **Client**.
- A9 **Terms** means these Terms and Conditions of Business.
- A10 **Party** means, jointly and severally, the **Client** and the **Company**.
- A11 **Parent** means the parent company of BSRIA, Inc., namely BSRIA Limited, a UK corporation with principal office located at Old Bracknell Lane West, Bracknell, Berkshire, RG12 7AH.
- A12 **Website** means WWW.BSRIA.Com
- A13 **User** or **Users** means users of the **Website**.
- A14 **Service Providers** means other companies, agents or contractors used by **Company** to perform services on its behalf or to assist with the provision of services to **Client** or **Users**.
- A15 **Agent** means an employee, representative, agent, or other individual or company nominated by **Client** to represent its interests.
- A16 **Personal Information** means personal information the Company may obtain from the Client, or which the Client provides freely.
- A17 Products and services purchased from our Parent Company via WWW.BSRIA .Co.UK will be subject to the terms and conditions of sale for that Company a copy of which is available from that website.

A18 **Force Majeure** should be deemed to include but shall not be limited to any war, riot, act of God, fire, flood, government regulation or act, any natural or accidental disaster, any strike, lockout or industrial dispute or shortage of raw materials or fuel or any breakdown of machinery or any other cause outside the reasonable control of the party suffering such force majeure, but not in any circumstances including financial inability.

PART B GENERAL CONDITIONS

B1 General Conditions

- B.1.1 Unless otherwise explicitly agreed, title to any **Goods** passes to the **Client** at the time and place at of delivery of the **Goods**.
- B.1.2 A rejection or other refusal by the **Client** to receive or retain the **Goods** re-vests title to the **Goods** in the **Company**.

B2 TERMS

- B.2.1 These **Terms** are applicable to all sales made by the **Company**, and the acceptance of any order is expressly conditioned upon **Client's** consent to these **Terms**. No interlineations, deletions, modifications or amendments to these **Terms** shall be binding on the **Company** unless agreed in writing.
- B.2.2 If the **Client** is an agent acting on behalf of a principal, the obligations of **Client** as set out herein may be transferred to the **principal** provided that the **Company** has agreed in writing to this arrangement before being given instructions to proceed with the work.
- B.2.3 The **Company** reserves the right to decline a purchase order for any reason or no reason at all.
- B.2.4 The **Company** provides information, advice and services in good faith based upon information available at the time.
- B.2.5 The failure by the **Company** to enforce at any time or for any period any one or more portions of these **Terms** shall not be a waiver of them or of the right at any time subsequently to enforce all portions of these **Terms**.

B3 FEES

- B.3.1 The fees payable by the **Client** will be in accordance with the schedule shown in the **Proposal** provided by the **Company**.
- B.3.2 Any modifications to the Goods and Services will be agreed in writing by the **Company** and the **Client** and the **Company** reserves the right to provide a new schedule of fees relating to the modified Goods and Services.
- B.3.3 Quotations shall be open for acceptance within thirty (30) days, unless agreed otherwise by the parties in writing.
- B.3.4 By using an **Agent**, to agree or negotiate with the **Company**, the **Client** vests its **Agent** with the power to bind the **Client** and accept **Company's** quotations and **Proposals**, whether verbally or in writing.
- B.3.5 In the event of expenses being incurred by Company to render the Goods or Services, including, but not limited to, set up or travel costs, the **Company** may require payment in advance.
- B.3.6 Where the parties agree that expenses are to be billed to **Client**, the **Client** agrees to reimburse the **Company** for all travel, subsistence and incidental expenses without prior authorization. In the case of expenses incurred outside the United States, the **Company** will invoice in US dollars based on the actual exchange rate prevailing at the time of transaction.

B.3.7 Unless otherwise stated in the **Contract**, all transactions, invoices, and payments will be in US dollars. Unless otherwise stated in the **Contract**, no account will be taken of any exchange rate fluctuations during the life of the **Contract**. The **Client** accepts as their own responsibility the variation, whether favorable or unfavorable, that they may see in local currency terms in respect of the **Contract**.

B4 APPLICATION for CREDIT ACCOUNTS

B.4.1 To apply for a credit account from the **Company**, the **Client** must supply their company's registration details if a company, or their personal details if an individual, and acknowledge, by completing the "Application to Open a Trading Account" and receiving approval from the **Company** prior to the supply of **Goods or Services**, that the settlement terms applicable to the account comply with the **Company's** terms of payment, as set forth in Section B6 of these Terms. Any credit limit granted to the **Client** shall at all times be discretionary and may be reduced, suspended, or withdrawn in the **Company's sole** discretion at any time without prior notice.

B5 USE of PERSONAL INFORMATION

B.5.1 The **Company** at any other time may add to its information base and use **Personal Information** about the **Client** to manage the credit account. Please see also Section B.20 for **Company's** Privacy Policy.

B.5.2 When the **Client** applies to open an account with the **Company**, the **Company** will use the **Client's Personal Information** to make a search with a credit reference agency and will keep a record of that search. The **Company** may also make similar inquiries about directors of the **Client**. Credit reference agencies may share **Personal Information** with other organizations for credit assessments and to prevent fraud.

B.5.3 The **Company** may process the **Client's Personal Information** and make it available to other companies and third party service providers to:

- (i) help the **Company** identify the **Client** when making telephone inquiries and orders;
- (ii) help administer the **Client's** account;
- (iii) help the **Company** to detect fraud;
- (iv) keep the **Client** informed by letter, telephone, fax, e-mail and other electronic formats of other goods and services offered by the **Company**.

B.5.4 If you do not wish to receive information about other goods and services, please write to Sales and Marketing, BSRIA Inc., 225 West Washington St., Suite 2200, Chicago, Illinois, 60606, USA, or email sales@bsria.com

B6 PAYMENT TERMS

B.6.1 The **Company** shall have the right to suspend all Goods and Services or withhold **Deliverables** to the **Client** should payments not be made on time according to Section B.6.2 of these Terms. The **Company** shall not be liable for any adverse impact that this suspension has upon the completion schedule or the quality of the **Goods and Services** for the **Client** and shall be the **Client's** sole responsibility, which includes any additional costs incurred by the **Company**. This right applies not just to the **Contract** in arrears, but also any other contracts with the **Client**, whether or not payments against those contracts are in arrears.

B.6.2 Payment shall be made by the **Client** within thirty (30) days from the date of the invoice. Invoices are due upon receipt. Payment may be made by electronic transfer, credit card, check or cash. All checks must be made payable to BSRIA Inc., and must be actually received by BSRIA Inc. within thirty (30) days from the date of the invoice.

B.6.3 Where it has been agreed that payment for all or part of the **Contract** is to be in advance, Goods and Services will not commence until payment is actually received and cleared funds are available in the bank account of the **Company**.

B.6.4 The bank details of the Company are as follows.

CHASE

Address: 10 S Dearborn ST, Chicago, IL 60606
Account No: 557317505
Account Name: BSRIA, INC
ABA Routing / Transit No: 071000013
Swift Code: CHASUS33

B.6.5 If paying by credit card, the **Client** will be required to provide full card details at the time of order placement. The **Company** reserves the right to check the validity of the credit card.

B.6.6 All invoices shall be paid without deduction or set off. In the event of the **Company** making an error on the invoice, upon advance written approval of the **Company**, payments shall be made to the **Company** for the whole amount claimed, less the amount in error. In the event of such an error, Client shall notify Company of such error no later than five (5) business days after Client's receipt of the invoice.

B.6.7 If a credit account is not granted by the **Company**, **Goods and Services** may be obtained by payment in full in advance. In these instances, the **Company** reserves the right to obtain a deposit, and charge the **Client** the subsequent payments on a bank or credit card.

B.6.8 In order to protect and secure payment of all debts due and owing from **Client** and until **Company** has been paid in full, whether or not a credit account is granted by the **Company**, **Client** hereby grants to the **Company** a security interest in any **Goods**. In connection therewith, **Client** hereby authorizes **Company** to take all necessary steps to file such financing statements and exhibits with the proper authorities, including the filing of a UCC-1 financing statement.

B.6.9 Until the **Client** has paid for any **Goods** in full, **Client** shall not pledge, mortgage, encumber, or create or suffer to exist a security interest in the **Goods** in favor of any person other than the **Company** unless written approval of such other security interest is given by the **Company**. Additionally, **Client** agrees to keep the **Goods** insured to their full value until payment is received by the **Company**. In the event the **Client** sells the **Goods** to a third party before payment in full is received by the **Company**, the **Client** agrees to secure its security interest in the **Goods** at the time of sale to its customer in order to protect the **Company's** interests to the greatest extent possible.

B.6.10 The **Company** shall be entitled to charge interest at a rate of five percent (5%) above the current Federal Discount Rate on accounts outstanding for more than thirty (30) days, and, for any sums unjustifiably withheld, at the maximum allowable rate for commercial transactions under the laws of the state of Delaware.

B.6.11 In the event of insolvency of the **Client**, the **Company** will be entitled to a general lien on all goods and property of the **Client** that is within the **Company's** possession, and, following fourteen (14) days' notice, to dispose of such goods and property in such manner and at such prices as the **Company** thinks fit to apply the proceeds

towards sums owing to the **Company** by the **Client**.

B7 OPERATION of CONTRACT

- B.7.1 The **Client, if an entity**, shall nominate a suitable representative from within its organization to act as liaison between the **Client** and the **Company**.
- B.7.2 The **Company** agrees to make reasonable efforts to fulfill any commitments to the **Client** on the timing and the scope of the **Deliverables**, but it does not guarantee performance in either respect. In no case shall any agreed upon time be deemed "of the essence".
- B.7.3 The **Company** reserves the right to delegate any of its obligations under the **Contract** to third parties and to provide any Goods, Services or Deliverables through third parties.
- B.7.4 **Company** shall not bear any liability for any damage to the **Equipment** arising from or attributable providing any **Services**.
- B.7.5 The **Client** shall indemnify the **Company** against any claim, loss, damage, or expense suffered by the **Client** or its employees or property of the **Client** or **Client** representatives as a result of undisclosed defects or dangerous or potentially dangerous features of **Equipment**. Disclosure of defects or dangers shall be made in writing to the **Company** prior to rendering **Services**.
- B.7.6 Except by prior arrangement, the **Company** shall not be bound to accept delivery or agree to the collection of **Equipment** outside the hours of 8.30 AM to 12:30 PM C S T and 13:30 AM to 16:30 PM CST, Monday through Friday, excluding public holidays.
- B.7.7 The **Company** shall not be liable for any loss or damage resulting from the failure of the **Client** to give any special instructions regarding lifting and unpacking of Equipment..
- B.7.8 Where Services are to be carried out on the **Client's** site, the **Client** shall be responsible for obtaining any necessary permission or permit for the **Company's** employees to have access to all relevant parts of the premises. The **Client** shall ensure that the owners or occupiers of the premises have insurances to cover any liabilities that may arise from injury to the **Company's** staff while on the premises, accidental damage to **Equipment** or property of the **Company** while on the premises, damage or injury to third parties caused by or resulting from the **Services**.

B8 TERMINATION

- B.8.1 The **Contract** may be terminated by either **Party** before completion by giving one (1) month's advance written notice. The **Client** will be responsible for any charges incurred or committed up to the date of termination.
- B.8.2 In cases of **Force Majeure**, **Client** will not make any further payments of fees, but there will be no refund of payments already made (including any payments for that part of the contract that remains unfulfilled) and the **Company** will be entitled to recover any costs already incurred. See also Section B.13 relating to **Force Majeure**.
- B.8.3 The **Company** shall have the right to discontinue immediately all work for the **Client** should it or another person petition for its bankruptcy, or it be declared insolvent, or it be placed into administrative receivership, be generally unable to pay its bills as they become due, or if any portion of these **Terms or the Contract** is not complied with by the **Client**.

B9 USE OF DELIVERABLES

- B.9.1 No **Deliverable** or derivative of the same shall be used in any company prospectus, advertisement, or other publication or reproduced on the **Client's** products or on the packaging thereof without the prior written consent of an Executive Director of the **Company**.
- B.9.2 Reports issued by the **Company** may not be published by the **Client** or his **Agent** in full or in part without the prior written permission of an Executive Director of the **Company**.
- B.9.3 No **Deliverable** shall be used in any legal or arbitration proceedings without notification to the Company, except to the extent that may be required by law.

B10 TAX MATTERS

- B.10.1 The **Client** shall be responsible for and pay sales and services taxes to the **Company** at the rate in force at the date of the transaction, and the **Client** indemnify the **Company** and keep the **Company** indemnified against any liability for sales and service taxes which may be incurred by the **Company**.

B11 GOVERNING LAW; JURISDICTION

- B.11.1 These **Terms** and the **Contract** shall be governed by and interpreted in accordance with the laws of the State of Delaware without resort to conflicts of laws principles.

B12 JURISDICTION

- B.12.1 In the event of a dispute arising from these **Terms** or the **Contract**, which is not resolved by negotiation between the parties, the parties hereby agree to personal exclusive jurisdiction in the federal and state courts located in Chicago, Illinois.

B13 FORCE MAJEURE

- B.13.1 If either the **Company** or the **Client** are rendered unable wholly or in part by **Force Majeure** to carry out their obligations under these **Terms** or the **Contract**, the party affected shall give to the other prompt written notice of the **Force Majeure** with full particulars concerning it, whereupon the obligation of the party giving notice so far as it is affected by the **Force Majeure** shall be suspended during but not longer than the continuance of the **Force Majeure**.
- B.13.2 The affected party shall use all reasonable diligence to remove the effects of the **Force Majeure** as quickly as possible.
- B.13.3 If a party is rendered unable wholly or in part by **Force Majeure** substantially to carry out its obligations under this contract for a period of six (6) months or more, then either party may declare the contract to be abandoned forthwith by written notice to the other party to that effect.

B14 COPYRIGHT & INTELLECTUAL PROPERTY

- B.14.1 The **Company** or its **Parent** shall retain copyright in all reports, presentations or other material delivered in whatever form unless otherwise agreed in writing.

B.14.1. The source code version of any software program created and developed by the **Company** either alone or in conjunction with the **Client** shall be and remain the exclusive property of the **Company** or its **Parent** and notwithstanding the release of the source code to the **Client**, which shall be at the absolute discretion of and upon terms determined by the **Company**. All confidential information and intellectual property rights in the source code shall remain vested in the **Company** or its **Parent**.

B.14.3 The **Company** or its **Parent** shall, on request and at **Company's** sole discretion, grant, to the **Client** a non-exclusive, revocable license to use the software programs, and, where appropriate, the program documentation upon such terms as the **Company** shall in its absolute discretion determine.

B15 LIMITATION OF LIABILITY; COMPANY INFORMATION

B.15.1 Company's liability with respect to the Goods and Services provided to Client shall be limited to the warranty provided herein. COMPANY SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY COMPANY, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

B.15.2 Without limiting the foregoing, COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF CLIENT'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. COMPANY SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

B.15.3 COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY THIRD PARTY TO ASSUME FOR IT, ANY COMMITMENT OR ASSUMPTION OF LIABILITY OF ANY KIND IN CONNECTION WITH ITS GOODS OR SERVICES.

B.15.4 Whilst the **Company** agrees to make reasonable efforts to perform the contract for the **Client** as specified, the **Company** will not be responsible for any delays or failure to complete the contracts which are beyond the **Company's** control and which could not have been reasonably predicted.

B.15.5 The **Client** agrees not to make any illegal use of any information provided by the **Company**.

B16 ILLEGAL ACTIVITIES

B.16.1 The **Company** will not carry out any illegal activities on behalf of the **Client**, nor will it incite employees or subcontractors to act in breach of the law. Any requirement in this respect will nullify a contract and the **Company** will be entitled to recover in full its fee and expenses.

B17 SEVERABILITY

B.17.1 If any part of these **Terms** is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected to the extent that they are capable of continuing in force without the unenforceable term or condition.

B18 ENTIRE AGREEMENT

- B.18.1 These **Terms**, together with the **Contract**, sets out the whole agreement relating to the supply of **Goods and Services** to **Client** by the **Company**.
- B.18.2 Nothing said by any salesperson, employee, or subcontractor on behalf of the **Company** should be understood as a variation of these **Terms** or the **Contract** or as an authorized representation about the nature or quality of any **Goods or Services** offered for sale by the **Company**.
- B.18.3 **Company** shall have no liability for any such representation made by an unauthorized representative being untrue or misleading.

B19 PRIVACY POLICY

General

- B.19.1 This privacy statement sets out how the **Company** collects, uses, and discloses certain information, including **Personal Information**, of **Website Users**. This applies to the entire **Website**.
- B.19.2 For any questions concerning privacy or an account, please contact sales@bsria.com.
- B.19.3 **Company** is providing the **Website** to **Users** and is the data controller.
- B.19.4 Please note that **Company** may need to authenticate a **User's** identity before fulfilling any requests for or about personal information.

Collection of Information

- B.19.5 **Company** receives and stores information about **Users** such as:
- User-provided information: **Company** collects information **Users** provide, which includes:
 - **User** name, email address, address or postal code, payment method and telephone number. **Company** collect this information in a number of ways, including when **Users** enter it while using the **Website**, interact with customer service, or participate in surveys or marketing promotions; and
 - Information collected when **Users** choose to provide reviews or ratings, account settings, set preferences in their accounts or otherwise provide information to **Company** through the **Website** or elsewhere.
 - Information collected automatically: **Company** collects information regarding **Users** and **Users'** use of the **Website**, **Users'** interactions with **Company** and its advertising, as well as information regarding **Users'** computers or other devices used to access the **Website** (such as gaming systems, smart TVs, mobile devices, etc.). This information includes:
 - **Users'** activity on the **Website**, such as **Goods and Services** selections, activity history and search queries;
 - details regarding **Users'** interactions with customer service, such as the date, time and reason for contact, and transcripts of any chat conversations;
 - device IDs or unique identifiers, device and software characteristics (such as type and configuration), connection information, statistics on page views, referral URLs, ad data, IP address and standard web log information;

- information collected via the use of cookies, web beacons and other technologies.
- Information from other sources: **Company** might supplement the information described above with information obtained from other sources, including from both online and offline data providers. Such supplemental information could include demographic data, interest based data, and Internet browsing behavior.

Use of Information

B.19.6 **Company** uses the information collected to provide, analyze, administer, enhance and personalize the **Website** and its marketing efforts, to process **User** registrations, orders and payments, and to communicate with **Users** on these and other topics. For example, **Company** use the information it collects for:

- determining **Users'** general geographic location, providing localized content, providing customized and personalized **Goods and Services** recommendations, determining **Users'** Internet service providers and quickly and efficiently responding to inquiries and requests;
- preventing, detecting and investigating potentially prohibited or illegal activities, including fraud, and enforcing these Terms;
- analyzing and understanding **Users** and the **Goods and Services** market; improving the **Website** and the **Goods and Services** (including **User** interface experiences), delivery optimization, content selection, and recommendation algorithms;
- communicating with **Users** concerning **Company Goods and Services** (for example by email, push notifications and text messaging), so that **Company** can send **Users** news about the **Company**, details about new features and content available, and special offers, promotional announcements and consumer surveys, and to assist **Users** with operational requests such as password reset requests.

Disclosure of Information

B.19.7 **Company** discloses User information for certain purposes and to third parties, as described below:

- The **Company** family of companies: We share your information among the BSRIA family of companies as needed for: data processing and storage; providing access to the **Website**; providing customer support; making decisions about service improvements, content development; and for other purposes described in the Use of Information section of this Privacy Policy.
- Service Providers: **Company** uses other companies, agents or contractors to perform services on its behalf or to assist with the provision of services to Users. For example, **Company** engages **Service Providers** to provide marketing, advertising, communications, infrastructure and IT services, to personalize and optimize the **Website** and **Goods and Services**, to process credit card transactions or other payment methods, to provide customer service, to collect debts, to analyze and enhance data (including data about Users' interactions with the **Website**), and to process and administer consumer surveys. In the course of providing such services, these **Service Providers** may have access to **Users'** personal or other information. **Company** does not authorize them to use or disclose **Personal Information** except in connection with providing their services.

- Protection of **Company** and others: **Company** and its **Service Providers** may disclose and otherwise use personal and other information where **Company** or they reasonably believe such disclosure is needed to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce applicable terms of use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address illegal or suspected illegal activities (including payment fraud), security or technical issues, or (d) protect against harm to the rights, property or safety of **Company**, its **Users** or the public, as required or permitted by law.
- Business transfers: In connection with any reorganization, restructuring, merger or sale, or other transfer of assets, **Company** will transfer information, including **Personal Information**, provided that the receiving party agrees to respect **Users' Personal Information** in a manner that is consistent with this Privacy Policy.

B.19.8 Whenever in the course of sharing information **Company** transfers **Personal Information** to countries outside of the United States and other regions with comprehensive data protection laws, we will ensure that the information is transferred in accordance with this Privacy Policy and as permitted by the applicable laws on data protection.

B.19.9 **Users** may also choose to disclose information in the following ways:

- While using the **Company Website**, **Users** may have opportunities to post reviews or other information publicly, and third parties could use the information **Users** disclose;
- Certain portions of the **Company Website** may contain a tool which gives **Users** the option to share information by email, text message and social or other sharing applications, using the clients and applications on smart devices;
- Social plugins (including those offered by Facebook, Twitter, Pinterest, and Google) allow **Users** to share information on those platforms. Social plugins and social applications are operated by the social network themselves, and are subject to their terms of use and privacy policies.

Security

B.19.10 **Company** uses reasonable administrative, logical, physical and managerial measures to safeguard **Personal Information** against loss, theft and unauthorized access, use and modification. Unfortunately, no measures can be guaranteed to provide 100% security. Accordingly, **Company** cannot guarantee the security of **User** information.

Other Platforms and Applications

B.19.11 The **Company Website** may be provided through platforms or contain links to sites operated by third parties whose policies regarding the handling of information may differ from **Company's**. For example, **Users** may be able to access the **Website** through platforms such as gaming systems, smart TVs, mobile devices, and a number of other Internet connected devices. These websites and platforms have separate and independent privacy or data policies, privacy statements, notices and terms of use, which we recommend **Users** read carefully. In addition, **Users** may encounter third party applications that interact with the **Company Website**.

Children

B.19.12 **Company** does not advertise to and is not a website directed to children, and **Company** has no actual knowledge of collecting personal information from children. In certain jurisdictions, the age of majority may be older than 18, in which case, **Users** must satisfy that age in order to become a member. While individuals under the age of 18 may utilize the **Website**, they may do so only with the involvement, supervision, and approval of a parent or legal guardian.

Telephone calls

B.19.13 Please note that we record and monitor our calls for training and quality purposes. These recordings may also be used in the event of any dispute.

If you have a complaint please contact our **Client** Services team on 01344 465600 or write to:

Marketing Manager
Old Bracknell Lane West Bracknell
Berkshire RG12 7AH UK

Part C
PRODUCT SPECIFIC CONDITIONS

C1 WORLDWIDE MARKET INTELLIGENCE (WMI)

- I.1.1 The Worldwide Market Intelligence business (WMI) is subject to the fore mentioned general terms of business where appropriate and the additional terms stated in this section of the Terms and Conditions of Business. The business undertakes two categories of work, single **Client** (for a specific **Client**) and multi-**Client** where the research is undertaken at the risk of the **Company** and the intellectual property remains solely the property of the **Company**.
- I.1.2 It is a condition of the purchase of a report (single or multi-**Client**) that it cannot be reproduced whether in whole or in part by the **Client** without prior written approval of an Executive Director of the **Company** and remains in context to the original report.
- I.1.3 The fees payable by the **Client** will be in accordance with the schedule shown in the Proposal provided by the **Company**
- I.1.4 Any variations to the work content will be agreed in writing by the **Company** and the **Client** and the **Company** reserves the right to provide a new schedule of fees against the new work programme.
- I.1.5 Quotations shall be open for acceptance within 30 days unless agreed otherwise In the event of the **Company** agreeing with a representative of the **Client** to carry out any work without the **Client's** written acceptance of a quotation, then the **Company** shall be entitled to reasonable remuneration for the work performed.
- I.1.6 Unless otherwise indicated in the Proposal the **Company** reserves the right to submit regular progress claims monthly in arrears. In exceptional cases of significant set up or travel costs, the **Company** can require pre-payments
- I.1.7 The **Company** reserves the right to suspend work if payments from the **Client** fall behind the schedule contained within the contract.
- I.1.8 Where expenses are to be charged in addition to a contract fee the **Client** agrees to reimburse the **Company** for all reasonable travel, subsistence and incidental expenses without further authorization. In the case of expenses incurred abroad the **Company** will invoice in US dollars.
- I.1.9 Unless otherwise stated in the **Proposal** all transactions will be in U.S. dollars. Both parties agree to accept this in respect of all invoices and payments. Unless otherwise explicitly provided by an individual contract, no account will be taken of any exchange rate fluctuations during the life of the contract. Each party accepts as their own responsibility the variation, whether favorable or unfavorable, that they may see in local currency terms in respect of the contract.
- I.1.10 All quotations issued exclude Sales and local taxes unless otherwise stated, Sales and local taxes will be added at the rate ruling at the date the invoice is submitted.

