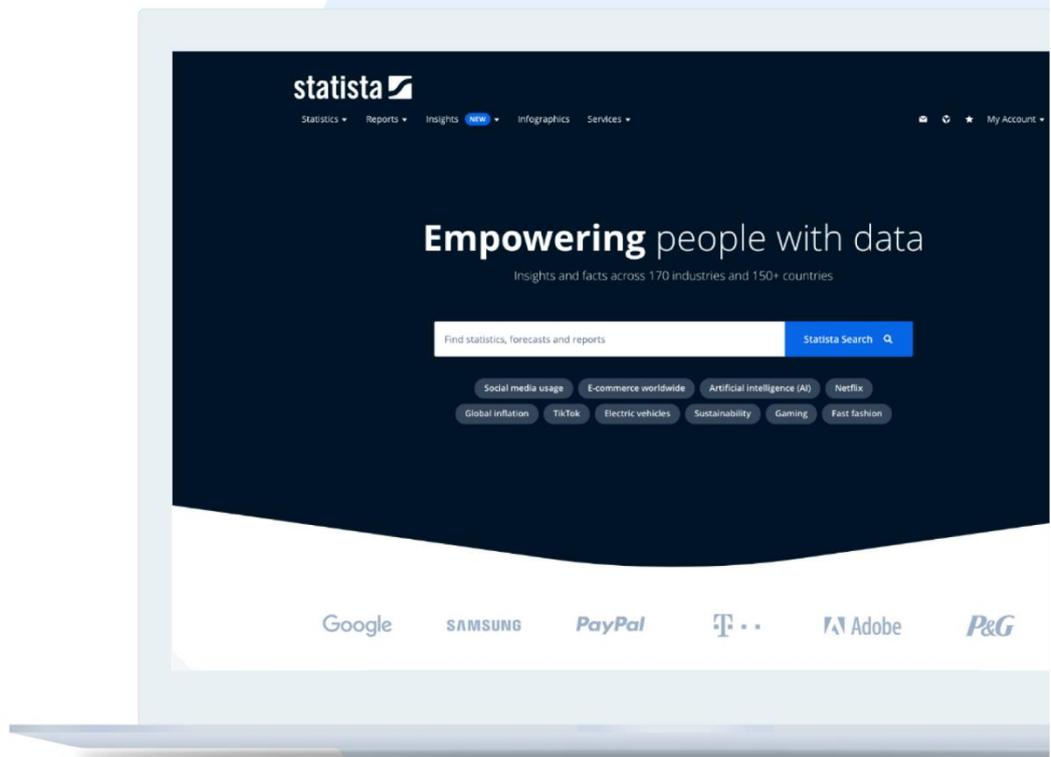


STATISTA

Terms and Conditions

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statista 

These Terms and Conditions shall govern the use of the Statista Online Services, as defined below.

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The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by Statista. By continuing to access, link to, or use the Online Services, you signify your acceptance of the General Terms and Conditions. The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g. individual, company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with Statista.

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2. Access to services

2.1 The term "Authorised User" refers to an Eligible Person with a paid/purchased account. Only your Authorised employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, the Authorised User's external professional service providers such as solicitor, accountants, outsourcers, public relations firms, and any other professional advisors are specifically excluded from being Eligible Persons. You agree that Statista login information, including username and password, may only be used by the Authorised User to whom Statista assigns it and that Statista login information may not be shared with or used by any other person, including other Authorised Users. You will be responsible for controlling and managing your roster of Authorised Users and will promptly notify Statista to deactivate an Authorised User's Statista login information if the Authorised User is no longer an Eligible Person or you otherwise wish to deactivate or terminate the Authorised User's access to the Online Services.

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2.4 Authorised Users and Members are required to provide truthful and accurate information during registration, including, but not limited to, correct shipping and payment information, correct contact information (e-mail, telephone, etc.), confirmation of payment arrangements, confirmation of status (e.g. student status), confirmation of the Authorised User or Member's acceptance of our Cancellation Policies, and confirmation of agreement to these Terms and Conditions.

2.5 Authorised Users are required to notify Statista of any relevant changes made to the information contained in section 2.4.

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- (d) the loss or corruption of any data or equipment in connection with the Online Services,
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- (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or
- (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

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- (a) Statista and any officer, director, employee, subcontractor, agent, successor, or assignee of Statista; And

(b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assignee of any third party supplier of Materials or third party alliance entity or any of their affiliates.

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(a) If there is a breach of the warranty in Section 3.1 above, then Statista at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying, combining, or in any way altering, amending, or inserting the Online Services or Materials with or into other products or applications not approved by Statista and not Authorized by this agreement; (iii) you give Statista prompt notice of any such claim; and (iv) you give Statista the sole right to control and direct the investigation, defense and settlement of each such claim.

You, at Statista's expense, shall fully cooperate with Statista in asserting any available defense.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of Statista are likely to become, the subject of a claim of infringement, Statista may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

4.6 Statista shall not be held liable for a temporary or permanent loss of service resulting from a change in the Member or Authorized User's e-mail address or contact information (stated in section 2.4), intentionally or unintentionally, which has not been communicated to Statista in accordance with terms of this Subscription Agreement.

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5.1 Cancellations must be submitted in a signed writing in letter, fax, or e-mail form and sent to Statista, For the attention of [Sales Department]. No additional written statements to justify cancellation are necessary.

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6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Statista. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner.

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(a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred;

(b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law;

(c) the notification will not reference Statista or the product through which the Regulated Data was provided, nor will Statista be otherwise identified or referenced in connection with the Security Event, without the express prior written consent of Statista;

(d) you will be solely liable for all claims that may arise from a Security Event caused by you, Members, your Authorised Users or a User and you will indemnify Statista in full for any third party claims directed against Statista that arise from the Security Event; and

(e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

6.7 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

6.8 Where applicable, each affiliated company of Statista and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

6.9 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

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