

TERMS OF SUPPLY

These are the terms and conditions upon which the Sports Marketing Surveys Ltd (“the Company”) grants permission to individuals or companies who have been authorised by Sports Marketing Surveys Ltd and associated companies and who have been granted a username and password to enable such access (“Authorised Users”), to access and use the domain name “theworldsponsorshipmonitor” and or “sportsmarketingsurveys” (“the Website) and Databases (“Licensed Work).

Please read these terms and conditions carefully before you access the Licensed Work.

1. General

- 1.1 The following general terms which supersede and cancel all previous conditions of supply.
- 1.2 The customer accepts that services are to be delivered by the Company by the entry into by the customer of a binding agreement for the supply of such services on these terms and conditions or (in the absence of such written agreement) the accessing by customer of the Website, Licensed Works after the issuing by the Company of the user name and the password which shall be deemed to constitute acceptance of these terms and conditions of supply in relation to the services.

2.0 Subscriptions / Use of Licensed Work

The Company grants Authorised Users a non-exclusive and non-transferable licence and password to access and use the Licensed Work. No further persons shall be permitted access to the Website and Licensed Works and without limitation the following are prohibited under the subscription:

- 2.1 use all or any part of the Licensed Work for any commercial purpose including;
- 2.2 sell, resell, redistribute, publish, broadcast, disseminate or otherwise make the Licensed Work available in any manner or on any media to any third party, unless the Authorised User has been granted prior written consent by the Company;
- 2.3 remove, obscure or modify copyright notices, text acknowledgements or other means of identification or disclaimers as they appear;
- 2.4 make printed or electronic copies of multiple extracts of the Licensed Work for any purpose, beyond those authorised by this Agreement;
- 2.5 creating a news or information service that is made available or distributed to non-subscribers by email, on an Intranet, a network, any electronic storage device or in hard copy format;
- 2.6 access through a single user name and password being made available to multiple users on a network;
- 2.7 download and electronically save the whole or portions of the Licensed Work;
- 2.8 permit anyone other than an Authorised User to access or use the Licensed Work;
- 2.9 permit the Licensed Work to be electronically transmitted to any other recipient.

Authorised Users must not divulge their username, password or other access information to any third party and shall notify the Company immediately and provide full particulars on becoming aware of any unauthorised use of the Authorised User's username, password or other access details. You are responsible for safeguarding the security of your username and password and agree that you will be liable for any use of the same by non-subscribers or any additional fees, charges or costs that may be due to Sports Marketing Surveys Ltd arising from (i) any unauthorised accessing or distribution of the Websites and Licensed Work (or any part thereof) by use of your username and password; or (ii) any of the Prohibited Acts carried using your username and password.

3. Term

- 3.1 Subject to condition 11, the subscription shall be for an initial period of one year commencing on the date that the Company issues the customer with the relevant user name and password to enable the customer to access the Website and Licensed Works.
- 3.2 Unless either party shall have given the other not less than three months written notice of termination, this agreement shall continue in forth on the same terms and conditions as are herein contained for further consecutive periods of one year subject to agreement as to price for the provision of the services in respect of each such additional period of one year.

4. Fee

- 4.1 The fee payable by the customer shall be in pounds sterling, euros or US dollars. All are exclusive of V.A.T. or any other tax, surcharge or impost imposed by any competent authority upon or in relation to the supply of any services subject to these conditions which shall be determined as at the date of supply of the services and shall be payable by the customer.

5. Payment Conditions

- 5.1 Unless otherwise agreed in writing payment shall be made by the customer within 30 days of the date of the Company's invoice for the services. Time for payment shall be of the essence.
- 5.2 The customer shall not be entitled to withhold the whole or any part of any payment due for services supplied on the ground of any alleged defect or any other claim whatsoever against the Company unless the defect or other claim is recognised by the Company and the Company agrees to such retention.
- 5.3 Non payment on the due date shall entitle the Company to suspend any supply of any services and/or cancel the subscription without further notice and the provisions of this condition shall apply to this subscription and any other subscription between the Company and the customer.
- 5.4 Without prejudice to any other right or remedy that the Company may have, the Company reserves the right to charge interest on a daily basis on any amounts not paid when due at the rate of three per cent. per annum above the base rate for the time being of Barclays Bank PLC.
- 5.5 If the Company shall in good faith consider that the financial condition of the customer at any time does not justify continuation of supply on the terms of payment originally agreed, then the Company may (without prejudice to any other right or remedy available to it and without incurring any liability to the customer whatsoever) suspend supply and require full or partial payment in advance as a condition of continuing supply of the services.

6. Licensed Information

- 6.1 The contents of the Website and Licensed Works are only for general information or use. The contents (or any part thereof) of the Website and Licensed Works must not be used by (or with the permission of) the customer as part of a competitive service to that of the Company. Data published by the Company is published in good faith and is the best information possessed by the Company at the stated date of publication.
- 6.2 The information on the Website and Licensed Works does not constitute advice and should not be relied upon by any person in making (or refraining from making) any decision.
- 6.3 No liability is accepted by the Company in respect of any information or data published in good faith by it, whatever the grounds for liability might be unless such liability cannot be excluded by law and the Company hereby excludes any warranty, express or implied, as to the quality, accuracy, timeliness, completeness, performance, fitness for a particular purpose of the information on the Website and Licensed Works and the Website and Licensed Works in itself or any of its contents. The Company will not be liable for any damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in subscription, tort or otherwise from the use of or inability to use the Website and Licensed Works or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Website and Licensed Works or any such contents.
- 6.4 The Company makes or gives no warranty that the contents of the Site are free from infection by viruses or anything else which have or might have contaminating or destructive properties.
- 6.5 Certain links on the Website and Licensed Works can lead to resources located on servers maintained by third parties over which The Company has no control and has sought no control. The Company accepts no responsibility or liability for any of the material contained on those servers or for any loss and/or damage or infection by viruses or anything else, which has contaminating or destructive properties.
- 6.6 Part of the Website and Licensed Works may contain advertising and other material submitted to the Company by third parties. The Company accepts no responsibility or liability for ensuring that material submitted for inclusion on the Website and Licensed Works complies with all applicable law. The Company will not be responsible for any error, omission or inaccuracy in advertising material, and reserves the right to omit, suspend or change the position of any advertising material submitted for insertion.

7. Ownership of Intellectual Property

- 7.1 Any copyright, Licensed Work rights and other rights that may exist in any content or data supplied from the Website, Licensed Works or Services or any part thereof is either owned or controlled by the Company and the subscription does not constitute the grant of a licence by the Company other than in accordance with these conditions.
- 7.2 The customer acknowledges that the information made available from the Website, Licensed Works and/or Services may be subject to the rights of the respective owners/publishers under applicable international copyright and other laws governing intellectual property, and that use by the customer of the information may be limited or restricted thereunder.
- 7.3 The customer shall not and shall procure that no person acting with it shall (whether directly or through the use of any software program) create a Licensed Work in electronic or structured manual form by regularly or systematically copying, downloading and storing all or any part of the pages from the Website and Licensed Works. No part of the Website and Licensed Works may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic or non electronic form, nor included in any public or private electronic retrieval system, email, newsletter or other information service.

8. Compliance

8.1 In the event that the Company reasonably suspects that the customer may be in breach of its obligations under clauses under section 2, 6 and 7 of these terms and conditions the customer grants to the Company the right to enter the customer's premises upon notice to inspect its premises and computer equipment and the customer agrees to co-operate fully with any such reasonable inquiries and investigations of the Company. The customer hereby indemnifies the Company against all losses, damages and costs of the Company arising out of any breach by the customer of these terms and conditions including without limitation any non-compliance with clauses under sections 2, 6 and 7 hereof. Customers are hereby put on notice that the Company may use cookies to monitor for compliance with the terms of subscriptions (see clause 12 below).

9. Limitation of liability

9.1 Other than as expressly provided in these conditions and save as may be provided by law, the Company shall not be liable in respect of any loss or damage of any kind which may arise in connection with services delivered by the Company, howsoever such loss or damage may be caused and whether such liability arises in subscription or in tort or by reason of any representation. No terms shall be included in the subscription as to the fitness for any purpose or merchantability of any services delivered.

10. Termination and Suspension

10.1 Notwithstanding that any initial or fixed term has not yet expired and without prejudice to any other condition, the Company shall have the right (but not the obligation) to terminate or suspend the subscription by notice to the customer in the event of any one or more of the following happening:

(a) the customer becoming insolvent or otherwise unable to pay its debts or (being an individual) having a bankruptcy petition filed against his name or (being a company) being the subject of a petition for winding up or otherwise compounding with its creditors;

(b) the customer failing to pay the fee;

(c) the customer being in breach of any other of its obligations under these terms and conditions; and/or

(d) the customer breaching any restriction imposed by the Company in relation to the provision of the services.

11. Law

11.1 These conditions and any subscriptions in which they are incorporated, shall be governed by and construed in accordance with English law and the customer hereby submits to the non-exclusive jurisdiction of the English courts.

12. Data Protection, Privacy and Cookies

12.1 All processing of personal data by the Company will be in accordance with applicable law and regulation relating to data protection and privacy. A copy of the Company's Privacy Policy, which gives information on how the Company uses personal data and cookies, is available upon the Website and is incorporated into these terms and conditions as an operative part thereof.