

Terms & conditions

- 1 Please ensure you have read the Terms and Conditions relating to any order you place with Progressive Digital Media Ltd. We will not allow you to purchase any service or product unless you have confirmed your acceptance of the terms and conditions.
- 2 All products and services are not an offer by MarketLine (a trading name of Progressive Digital Media Ltd) to sell any service or product, but an invitation to make an offer. We are free to accept or reject such an offer, without providing any reason, at our sole discretion. When using the electronic booking form, we will send you an e-mail that we have received your offer but such email will not constitute acceptance of such offer by MarketLine. If MarketLine accepts your offer it will send a separate email confirming acceptance of the order.

Subscription Products Terms and Conditions

MarketLine, a trading name of Progressive Digital Media Ltd, a company registered in England and Wales with the company number 01813905 and registered office at John Carpenter House, John Carpenter Street, London, England, EC4Y 0AN. These terms and conditions and the Order Form comprise the agreement pursuant to which Company provides the Product (defined below) to you ("Agreement"). "We", "us" or "our" or "MarketLine" refers to Company. "You" or "your" refers to the person who (or on whose behalf) an Order is placed and includes your legal successors and permitted assigns.

These terms and conditions and the Order Form comprise the agreement pursuant to which Company provides the Product (defined below) to you ("Agreement").

1. **Order Forms:** Order Forms shall only be binding when accepted by us. You shall not cancel or amend an Order Form unless we have given our prior written consent. We shall assume that any person who places an Order Form on your behalf can bind you legally.
2. **Ownership:** The legal and beneficial interest in all copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), database rights, proprietary information rights and all other proprietary rights as may exist anywhere in the world together with applications associated with any such rights ("Intellectual Property Rights") relating to the Product belong to us, the holding company, or our licensors, as the case may be, at all times. You obtain no ownership rights in the Product or any of the Intellectual Property Rights pursuant to or arising out of this Agreement.
3. **Grant of License:** We grant you a non exclusive, non transferable license to use the products (including information, software, data and reports) described in the Order Form ("Product") for the term of this Agreement only. Such license terminates upon termination, for whatever reason, or non renewal of the Agreement. You warrant that you shall only use the Product for your 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.
4. **Authorised Users:** The Order Form lists the number of persons entitled to use the Product ("Authorised Users"). An Authorised User must work at and be an employee of the entity named as the customer on the Order Form. Each Authorised User will provide us with a separate user name, in the form of a business email address, and will access the product by use of a password. It is your responsibility to ensure that the details of each Authorised User are sent to us promptly and to ensure that all Authorised Users request passwords. No refunds or pro rata discounts will be given for unused Authorised Users or for details provided to us in error. Once a password has been issued by us, Authorised Users may not be changed with other employees of the company. You shall maintain appropriate technical and administrative controls to ensure the security of the passwords and shall immediately notify us upon first suspecting or becoming aware of any unauthorised use of a password. You shall ensure the Product is only made available to and accessed by Authorised Users in accordance with the Agreement. You shall ensure Authorised Users do not share passwords or user names and do not make the product available to any third party. We shall be entitled to assume that any acts or dealings made through the website where a valid password has been entered are made by the Authorised User allocated that password and that such dealings are made on your behalf. We reserve the right to charge additional fees for unauthorised usage in line with our standard list prices.
5. **Permitted Usage:** You shall ensure the Product is used in compliance with the terms of the Agreement and all applicable laws and regulations. You shall not do anything that causes any part of the Product to be interrupted, damaged or in any way impaired. Subject to section 6, the license permits an Authorised User to use the product solely for internal use and distribution as follows:
 - a. View, retrieve and display content,
 - b. Electronically save content only to the extent and for the time period necessary to use it for the purpose for which it was downloaded, but in no event longer than the term.
 - c. Distribute to employees, one-off selections of the content in print format with the source clearly identified
 - d. Subject to the time limitations in 5b) distribute to other authorised users, one-off selections of the content in electronic format
6. **Prohibited usage:** Except as otherwise permitted in this agreement, the Authorised User may not
 - a. Remove or alter the conditions of use, any copyright notices and other identification disclaimers as they may appear on the website, or in any print format
 - b. Make copies, electronic or otherwise, of multiple extracts of the content for any purpose
 - c. Provide by electronic means to any person other than an authorised user any content.
 - d. Distribute or display any content on any electronic network or otherwise, including without limitation the internet and the word wide web.
 - e. Alter or change any part of the content.
7. **Invoicing and Settlement:** We will invoice you, plus VAT if applicable, for fees payable by you to us under this Agreement ("Fees") upon our acceptance of an Order Form. Unless indicated otherwise on the Order Form you will pay all invoices immediately upon receipt of that invoice. Should your account fall overdue then interest will be charged at a rate of 3% per annum above Lloyds TSB PLC's base lending rate from time to time in force 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. This will be calculated on a daily basis from the due date to the actual payment date. In addition, we may in our absolute discretion a) modify the payment terms to require full payment in advance; and b) suspend your license to use the Product; and / or c) require you to provide such other assurances as we may require to secure your payment obligations.

- 8. Website:** We shall be entitled to suspend, restrict or terminate access to the Product or to modify any part of the Product for any reason, including maintenance of the Product, at any time. We shall use reasonable endeavors to ensure as little disruption to you as reasonably practicable.
- 9. Warranties:** We shall use best endeavors to ensure the Product is provided to you in accordance with any specifications set out in the Order Form and accepted by us. We do not warrant that the Product will meet your requirements or that it will be complete, error free or delivered without interruption. Findings, conclusions and recommendations in the Product are based on information gathered in good faith from both primary and secondary sources, whose accuracy we are not always in a position to guarantee. As such, we can accept no liability whatsoever for actions taken based on any information that may subsequently prove to be incorrect. Except as expressly set out in this Agreement, all express or implied representations, warranties, conditions and undertakings are excluded to the maximum extent permissible by law. You assume sole responsibility for the selection, suitability and use of the Product and acknowledge that except as stated above we do not provide any additional warranties or guarantees relating to the Product. This clause survives termination of the Agreement.
- 10. Indemnification:** Generally, We and You ("Both Parties") will, to the extent permitted by law, indemnify, defend and hold harmless the other party from and against any and all claims, demands, complaints, or actions of third parties (including employees of the parties) arising from or relating to this agreement, including personal injury, death and property damage to the extent caused or arising out of the violation of law, gross negligence, fraud, willful misconduct or breach of this agreement. In the event that both parties are at fault they will indemnify each other in proportion to their relative negligence. In addition we will indemnify, defend and hold harmless, you from and against any and all claims, demands, complaints or actions of third parties (including employees of the parties) arising from or relating to this agreement brought against you alleging that the product infringe any patent, copyright, trademark, trade secret or other intellectual property right. Our obligations under this section are conditioned on you
- i) Promptly notifying us of any claim, ii) Granting us sole control over the defense and settlement of the action. iii) Reasonably cooperating with us in connection with such action at our expense, iv) Abetting no such claim, demand, complaint or action v) Neither modifying or using the product nor breaching this agreement in a manner for which no infringement would have occurred. If the product becomes or in our opinion is likely to become the subject of such a claim, then in lieu of the indemnity we may, at our expense, i) procure you the right to license using or receiving the product free of any such liability, ii) replace or modify in whole or part the product to make them non-infringing without degradation or iii) refund you a pro-rata portion of the fee.
- 11. Audit:** An independent auditor ("Auditor") may be appointed as agreed between you and us and at our expense with access to premises to inspect whether the Product is used by personnel other than Authorised Users ("Audit"). Any such Audit shall take place during your regular business hours and shall not unreasonably interfere with your business activities. Only one such Audit shall be allowed in any calendar year. You and we will be given a written report by the Auditor which shall be conclusive and confidential. If an Audit reveals that the Product is used by personnel who are not Authorised Users you agree to promptly reimburse us for any underpaid license fees (at the then current list price) together with any costs incurred by us in carrying out the Audit. In addition, you acknowledge that in such circumstances we reserve the right, at our discretion, to terminate these Terms.
- 12. Limitation of liability:** Neither party shall be liable under this agreement to the other party for indirect, special, exemplary, punitive or consequential damages including without limitation loss of goodwill, whether arising from negligence, breach of contract or otherwise. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall in respect of any one or more incidents not exceed the total Fees received by us from you for the Product in the 12 months prior to the date the incident occurs. This clause shall survive termination of the Agreement.
- 13. Duration:** The Agreement commences on the date indicated on the Order Form ("Order Form") providing it is accepted by us ("Start date") and unless terminated sooner in accordance with this agreement, shall expire on the date indicated on the Order Form as the "End Date" This Agreement shall automatically renew for successive 12 month periods at our then current prevailing rates unless terminated by either party giving at least 60 days' written notice, termination only to take effect on and from the first, or any subsequent, anniversary of the Commencement Date.
- 14. Trial Users:** A trial user is a user who is provided with restricted access for a short limited time on a no fee basis to evaluate the product only. All trial users have restricted access to the site. Section 5) does not apply to trial users. Trial users are not permitted to download, copy, extract or use any of the content. Trial users may only view the site in order to evaluate it for purchase. Trial users may not share passwords with any other individual under any circumstances. Trial users acknowledge and agree that any prohibited usage, or content retained for their own use or sharing of passwords may result in severe damage to us and agree to pay a trial usage fee equal to the current annual subscription price, if this clause is breached.
- 15. Termination:** If you breach or permit a breach of the terms of the license granted to you in these Terms we may give you written notice to terminate this Agreement. You acknowledge that such a breach may cause us irreparable harm in respect of which it may be difficult for us to ascertain financial loss. Accordingly, in addition to any other rights that we have, you acknowledge that we shall be entitled to seek injunctive relief in respect of such breach. Immediately following termination you shall cease using any password provided in relation to Product access and, if we so require, delete from all computer hardware and storage media and otherwise destroy copies of all the Product that we have made available to you. You shall warrant that you have done these acts within 7 days of termination. You shall also pay to us any fees that are outstanding. Without prejudice to any other rights of termination expressed in these Terms. Either party may terminate this agreement with written notice to the other on the other commencement of a voluntary case or proceeding seeking liquidation, reorganization or other relief with respect to the other party of its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, that authorises the reorganisation or liquidation of the other Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official. Either party may terminate this agreement with written notice to the other party if the other party fails to perform any material obligation hereunder and (in the case of a remediable breach) fails to remedy the breach which it does not remedy within 14 days after receiving written notice of the breach.
- 16. Excess fee:** If during the two months prior to termination you download data from the services that we determine is either a) in excess of your usual downloading average in the prior six months by a factor of two or more or b) constitutes more than five percent (5%) of the content, then you will pay us an excess fee equivalent to the next renewal term.
- 17. 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, in writing marked confidential or, if disclosed orally, reduced to writing and marked confidential within 30 days of the date of such disclosure ("Information"). This obligation shall not apply to Information:
- a. The receiving party can prove was in its possession at the date it was received or obtained; or
 - b. The receiving party obtains from some person other than us, you or an Affiliate with good legal title thereto; or
 - c. Comes into the public domain otherwise than through the default or negligence of the receiving party; or
 - d. Is independently developed by or for the receiving party.

You shall ensure that your Authorised Users, or any other persons, who have or might have access to the Information are aware of these obligations of confidentiality and are bound by an undertaking in substantially the same terms. These obligations of confidentiality shall continue after termination of the Agreement.

18. Data Protection: When an Authorised User accesses the Product we will collect personal data regarding the way in which they use the site through the use of Cookies. This information will be used by us to customize the Product to compound management/information statistics and for billing purposes. We may make this information available to other members of our group. You agree that we may do this and that you shall notify and obtain consents from Authorised Users for us to do this prior to giving them a password. Further details of our privacy policy are available on our website.

19. Assignment: You may not assign any of your rights under the Agreement without our prior written consent. We may assign any of our rights to any subsidiary or affiliated company or third party or as part of a merger, reorganisation or sale of our business.

20. Notices: Any notice, invoice or other document shall be duly given if sent by post or facsimile to the other party's Company Secretary at its registered office or such other address as agreed. Notwithstanding the foregoing, notices in respect of termination or breach shall be sent by recorded delivery to the company Secretary.

21. Force Majeure: We shall not be liable for any delay or failure to perform any obligation under this Agreement insofar as the performance of such obligation is prevented by an 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 sources from which data is obtained.

22. Further Provisions: The Agreement constitutes the entire understanding between the parties relating to the Product and supersedes all previous agreements and understandings whether oral or written relating to the Product. In the event of any inconsistency between these terms and conditions and the Order, the Order shall prevail. The Agreement may only be varied in writing signed by an authorised representative of each party. Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. The Agreement does not confer any rights to or on any third party. 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.