

STATISTA

# Terms and Conditions (TC)

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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<b>1. Grant of rights; Restrictions on use</b> .....	03
<b>2. Access to services</b> .....	04
<b>3. Limited warranty</b> .....	05
<b>4. Limitation of liability</b> .....	06
<b>5. Cancellation policy</b> .....	08
<b>6. Miscellaneous</b> .....	08
<b>Contact</b> .....	10

## 1. Grant of rights; Restrictions on use

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- (b) employment; or
- (c) a government license or benefit.

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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.

### **3. Limited warranty**

**3.1** Statista represents and warrants that it has the right and authority to make the Online Services and Materials available to Members and Authorised Users as Authorised expressly by this Subscription Agreement.

**3.2** YOU AGREE THAT YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK AND YOU ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED "AS IS", AND "AS AVAILABLE" AND THAT STATISTA AND EACH THIRD PARTY SUPPLIER OF MATERIALS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ONLINE SERVICES AND MATERIALS, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

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**4.1** A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from

- (a) any errors in or omissions from the Online Services or any Materials available or not included therein,
- (b) the unavailability or interruption of the Online Service or any features thereof or any Materials,
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- (d) the loss or corruption of any data or equipment in connection with the Online Services,
- (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party,
- (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.

**4.3** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AND UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE ONLINE SERVICES (EXCLUDING ANY APPLICABLE TAXES OR DUTIES) OR ANY LINKS OR ITEMS ON THE ONLINE SERVICES OR ANY PROVISION OF THE GENERAL TERMS AND CONDITIONS. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

**4.4** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COVERED PARTIES BE HELD LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY; PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, solicitorS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO STATISTA OR ITS THIRD PARTY SUPPLIERS.

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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 Authorised 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 Authorised 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.

**4.7** You agree, at your own expense, to indemnify, defend and hold harmless Statista, its suppliers, agents, directors, officers, employees, representatives, successors, and assignees from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable solicitors' and experts' fees, arising out of or in connection with the Online Services, or any links on the Online Services, including, but not limited to: (i) your use or someone using your computer's use of the Online Services; (ii) use by someone using your account; (iii) a violation of the General Terms and Conditions by you or anyone using your computer (or account, where applicable); (iv) a claim that any use of the Online Services by you or someone using your computer (or account, where applicable) infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorised use of, the Online Services by you or someone using your computer (or account, where applicable); (vi) any misrepresentation or breach of representation or warranty made by you contained herein; or (vii) any breach of any covenant or agreement to be performed by you hereunder.

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**5.2** Any additional information on, or exceptions to, this Cancellation Policy will be stated in the product flyers located on the Statista website.

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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.

**6.4** The failure of an Authorised User, Member, Statista, or any third party supplier of Materials to exercise or enforce any provision hereof shall not constitute or be construed as a waiver of any such right or provision of the right to enforce it at a later time.



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- (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.

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**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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