

THE FUTURE LABORATORY – LS:N GLOBAL

Terms of Use (these “Terms of Use”)

The Future Laboratory Limited, a company registered in England under number 04082552 whose registered office is at 26 Elder Street, London, E1 6BT (“We”) have agreed to make the LS:N Global service, which allows you to access data containing information about trend forecasting and consumer activity (the “Service”), accessible to you.

1. **Acceptance**

In order to access the Service, you must accept these Terms of Use and our [Privacy Policy](#). If you do not accept these Terms of Use or the Privacy Policy, please do not use the Service.

2. **Access**

You acknowledge that we cannot guarantee uninterrupted, timely or error-free access to the Service due to events beyond our control and we or our contractors may also need to carry out maintenance from time to time on the Service.

3. **Support**

If you encounter a problem in your access to or use of the Service and you need support, you should contact help@lsnglobal.com.

4. **The Service**

4.1 You acknowledge that, in offering the Service, we refer to, and rely on, information and data supplied by third parties and we cannot guarantee the accuracy of such information. You further acknowledge that we are unable to update the Service immediately upon becoming aware of any change in information or data supplied by third parties and there may be a time lag in making any updates.

4.2 The Service may contain links to other independent third-party websites and applications (“**Third-party Sites**”). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

4.3 You acknowledge that we are not responsible for ensuring that the Service is sufficient and suitable for your purposes, or for your interpretation of any information.

4.4 You acknowledge and agree that in using the Service, you may be exposed to content that is offensive, indecent or objectionable.

5. **Your Obligations**

5.1 You shall not use or access the Service in such a way to cause it to be interrupted, damaged, rendered less efficient or in any way impaired.

5.2 You shall keep your usernames and passwords to access the Service

strictly confidential and secure and you must not share your username or password with anyone. You shall immediately change your username and password if you know or suspect that any unauthorised third party becomes aware of them or if you become aware of any unauthorised use of them or there is any breach of security known to or suspected by you. You are responsible if you do not maintain the confidentiality of your username and password.

- 5.3 You shall only use the Service for reference and research purposes (the "**Purpose**").
- 5.4 You shall not use, store, copy, download, or deal with the Service or any information available through the Service ("**Content**") in any manner or for any purpose except those expressly permitted in these Terms of Use or otherwise permitted in writing by us.
- 5.5 You shall be responsible for ensuring that the use of the Service by you:
 - 5.5.1 does not interfere with another user's use of the Service; and
 - 5.5.2 does not contain any material detrimental to us and/or the Service, including, without limitation, any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 5.6 You shall promptly inform us if you discover any errors or inaccuracies in the Service.
- 5.7 You shall not attempt to interfere or tamper with the Service at any time.
- 5.8 You shall not use the Service in any way which may be in breach of any law, statute, regulation or bye-law or code of practice of any applicable jurisdiction.

6. **Use Of Content and the Service**

- 6.1 Content is available to download from the Service. In your use of the Service and the Content, you may provide reasonable ancillary reporting documents and information based on, or extracted from, the Service and the Data, for use in accordance with the Purpose only provided that such reports attribute the Content used to us in accordance with Clause 7 below.
- 6.2 In using the Services and the Content you must comply with any instructions or guidance that we may publish in relation to such Content, which may include restrictions imposed by third parties from whom we license the Content.
- 6.3 You shall not:
 - 6.3.1 adapt or translate the whole or any part of the Content;
 - 6.3.2 publish, sell, resell, distribute, deal with or otherwise commercially exploit the Service or the Content or any part

- of them;
- 6.3.3 re-post any Content in blogs or otherwise on the Internet without our prior written consent;
 - 6.3.4 amalgamate the Service and/or the Content with any other data, use it as part of any other application or distribute or circulate any Content;
 - 6.3.5 use the Service or the content on behalf of any third party and, in any event, also comply with Clause 7 below;
 - 6.3.6 use or make use of the Service or the Content in any way which may be detrimental to our reputation or harm our interests;
 - 6.3.7 use the Service or the Content to compile a database; or
 - 6.3.8 use the Service or the Content for the purposes of redistributing or reproducing commercial information by the press or media or through any commercial network, cable or satellite system.

7. **Intellectual Property Rights**

- 7.1 You acknowledge that, as between you and us, we and our licensors own all Intellectual Property Rights in the Service and the Content. **"Intellectual Property Rights"** means all intellectual and industrial property rights of any nature anywhere in the world, including, but not limited to, copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including, but not limited to, know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 7.2 We hereby grant to you a limited personal, revocable, non-exclusive, non-assignable, non-sub-licensable licence to use the Service and the Content only for the Purpose.
- 7.3 We may insert or apply any applicable copyright, trade mark or other Intellectual Property Rights and other marks and notices to or on the Service or the Content and you shall not remove, erase, obstruct, change or object to any of the same. Whenever you reproduce any Content in accordance with these Terms of Use, you shall always accredit the source as being the Service and us, by displaying a statement of accreditation and disclaimer in the following form:

The material reproduced here has been obtained by me from the LS:N Global service that is operated by The Future Laboratory Limited. The Future Laboratory Limited owns or is the licensee of the material reproduced here but does not guarantee that any such

material is accurate, up-to-date or suitable for any particular purpose or circumstance.

7.4 You shall not reproduce, adapt, translate, arrange, make derivative works of or make available to any third party, either directly or indirectly, the Service or the Content except in the manner and to the extent that you are expressly permitted to do so in accordance with these Terms of Use and you undertake to take all necessary steps to prevent access to the Service and the Content by any person except by you.

7.5 If you become aware of any improper or wrongful use of the Service or the Content or the Intellectual Property Rights in any way, you shall inform us of such use as soon as reasonably practicable.

8. **Limitation of liability**

8.1 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.2 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence up to the limit specified in Clause 8.3 below.

8.3 Our maximum aggregate liability under or in connection with these Terms of Use (including your use of the Service) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1000. This does not apply to the types of loss set out in Clause 8.4 below.

8.4 Nothing in these Terms of Use shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; and/or any other liability that cannot be excluded or limited by applicable law.

9. **Termination**

10.1 We may terminate these Terms of Use, and therefore your right to use the Service, immediately by giving notice to you:

10.1.1 if you commit a material or persistent breach of these Terms of Use which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;

10.1.2 if you breach any of the provisions in Clauses 6 or 7 above in relation to permitted uses and usage restrictions; and

10.1.3 if our agreement with the company you work for which purchased access to the Service on your behalf comes to an end.

10. **Changes and transfer of rights**

11.1 We may amend these Terms of Use from time to time and we will make you aware of such amendments, for example by posting a notice on the website.

10.2 We may transfer our rights and obligations under these Terms of Use to another organisation, but this will not affect your rights or our

obligations under these Terms of Use.

- 11.3 You may only transfer your rights or obligations under these Terms of Use to another person if we agree in writing.

11. No Waiver

No failure or delay by us in exercising any right under these Terms of Use shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our rights under these Terms of Use.

12. Severability

If any provision in these Terms of Use shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other provision or part of any provision, all of which shall remain in full force and effect.

13. Governing Law

These Terms of Use (and all non-contractual relationships arising out of or connected to them) shall be governed by and construed in accordance with English law. You submit to the exclusive jurisdiction of the English courts to settle any dispute or claim which may arise under, or in respect of, these Terms of Use, except where, by law, such dispute or claim must be brought in the jurisdiction in which you are domiciled, or where the relevant law contains mandatory provisions that override such exclusive jurisdiction.

These Terms of Use were most recently updated on 14 August 2014