



# Demographix Terms of Use

## 1. ACCEPTANCE OF TERMS

By using the Service and using their username and password Users are agreeing to this agreement. If any Users do not now or at any time in the future agree to these Terms of Use they should not log in to their account.

## 2. CHOICE OF LAW AND SCOPE

These Terms of Use shall be construed and performed in all respects in accordance with and shall be governed by the laws of England and Wales. This agreement shall constitute the entire agreement between yourself and Demographix Limited ("DL") for the Service.

## 3. LEGAL

1. You agree not to use the Service for any illegal purpose or to promote violence, discrimination or hatred of any kind. You warrant confirm and agree that no material emanating from its Users or created by any User on Demographix web sites will infringe the copyright or any other rights of any other third party.
2. Where the Service is used to send out emails on behalf of your company, you warrant that the owners of any email addresses uploaded into the Service by you or uploaded into the Service by DL on your behalf have agreed to receive emails from you.
3. Each Party undertakes that it does and will comply with its obligations under the Data Protection Act 1998 and all other applicable data protection legislation codes and published guidance in force from time to time ("DPA").
4. The terms "data processor", "data controller" and "personal data" shall have the meanings set out in the DPA.

## 4. PERSONAL DATA / GDPR

1. Where under this agreement DL is acting as a data processor and you are acting as a data controller, DL will process personal data only in accordance with your instructions.
2. DL warrants that it has in place and undertakes to maintain appropriate and reasonable technical and organisational measures against:
  - a. unauthorised or unlawful processing of such personal data
  - b. accidental loss or destruction of or damage to such personal data
3. DL warrants that it has adequate security programmes and procedures in place to ensure that unauthorised persons do not have access to personal data or to any equipment used to process personal data.
4. To adhere to the General Data Protection Regulation all Users will:
  - a. ensure they gain active consent from all survey respondents for the storage and use of their personal data. Consent must be unambiguous and obtained through a clear and affirmative action.
  - b. ensure that any write-in question used to gather personal data will be designated as Personal Identification Data (PID). When designated as such, tools will be available to redact all the data gathered at a later date.
  - c. monitor/audit in a timely way all personal data collection and use of personal data in their surveys and panels, and wherever possible use Demographix tools to delete personal data on a regular basis.

## 5. COPYRIGHT

1. The content, design and operation of the Service and all intellectual rights are protected by the law of copyright.



2. Notwithstanding anything to the contrary herein, DL represents and warrants that the Service will not infringe or otherwise violate the personal and proprietary rights of any third party. DL will indemnify and hold you harmless from and against any actual or alleged breach of the foregoing warranty.

## 6. WARRANTIES

Except as otherwise specifically set forth herein, the services provided by DL are provided "as is" and "as available" and DL makes no express or implied warranty as to the functionality accuracy or reliability of the services it provides nor does it guarantee that the service in part or in its entirety will be available at a particular time or from a particular location. DL undertakes to ensure that services will be available for at least 95% of the time, except where the service is unavailable for reasons beyond the reasonable control of DL, other than want of maintenance. Use of the Service is at your own risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

## 7. LIMITATION OF LIABILITY

Neither party will be liable for any indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Service.

## 8. SUPPORT

DL will provide support to your employees who have their own log-in to the Service but will not provide support to respondents to surveys. Support will only be provided to the Account Holder, Full Users and Creators.

## 9. INTERNATIONAL USE

DL makes no representation that the materials, services or information it provides are appropriate or available for use in locations outside the United Kingdom and accessing them from territories where their use is illegal is prohibited. Those who choose to use the materials, services or information provided by DL from other locations do so on their own initiative and are responsible for compliance with local laws.

## 10. TERMINATION

1. DL reserves the right to terminate your DL account and access to its services and data by all users belonging to your account by giving 90 days notice in writing. You may terminate this agreement by giving 90 days notice in writing. You will be responsible for retrieving all your data from The Service before the end of this notice period.
2. If either party believes there has been a gross breach of this agreement by the other then it will give the other notice in writing of such a breach and allow 14 days for the breach to be remedied. If the breach is not remedied within 14 days the notifying party may terminate this agreement with no further notice.
3. If there has been a gross or material breach of this agreement by either party (such as, but not limited to, wilfully acting against the clauses or spirit of this agreement, or deliberately acting in a way that could cause harm to the other party's business) then the other party may terminate this agreement with no further notice.

## 11. USER ACCOUNTS AND SECURITY

1. The first person provided with a username and password for an account will be termed the "Account holder".
2. The Account holder and other users will each have their own username and password which must not be shared with or revealed to other people.
3. DL may provide facilities to allow the account holder and other users to add additional users to an account. When a user is added a reference to these Terms and Use will be emailed to them. All users must keep their user ID and password confidential. DL will not be responsible for the consequences of any usernames or passwords being revealed to



third parties by whatever means except as a result of the negligence or wilful misconduct of Demographix Limited.

4. Users are required to ensure that they log out of the System at the end of each session by closing all browser windows or using the Log out function provided in the Service.
5. If any user believes that a user ID or password has been revealed to third parties they must inform DL immediately. Demographix will immediately inform you if it has such knowledge.
6. DL will put in place reasonable measures to prevent loss corruption or unauthorised access to an account's data.

## 12. LIMITS

DL may establish limits on the amount of data stored in its system or the number of log-ins in specified categories. DL will promptly notify the Account holder if such limits are or are likely to be exceeded.

## 13. CHARGES

1. All the services specified in this agreement are included in the agreed fees.
2. All charges become due for payment within 30 days after receipt of invoice. In the event of charges not being paid within 14 days after receipt of written notice of such delinquency DL reserves the right to limit or terminate access to an account's facilities and data by all users of that account.
3. The Account holder must inform DL of any changes to their billing details. They must inform DL if they wish to change the Account holder.
4. All charges will be subject to taxes applicable in the United Kingdom or location of the Account holder or both.

## 14. CHANGES TO THIS AGREEMENT

Changes to these terms, charges, facilities or any other aspect of the Service provided by DL may be made by mutual agreement to be confirmed in writing and signed by both parties.

## 15. USAGE RIGHTS

1. You agree not to reproduce, duplicate, copy, sell, or resell any portion of the service, the code comprising the Service, use of the Service, or access to the Service unless authorised in writing by Demographix Limited.
2. You shall retain ownership over all data, email addresses and other information and materials to which DL may come into possession over the course of providing services under this agreement. DL shall not use, nor shall it assert any right, title or interest in or to such data, email addresses and/or other information and materials at any time.

## 16. EXCLUSIVITY

You understand that DL will provide the Service on a non-exclusive basis.

## 17. CONFIDENTIALITY

1. DL will take all reasonable measures to protect the confidentiality of information stored or generated by the Service and to prevent it being revealed to unauthorised parties but will not be liable for any breach of confidentiality how so ever caused.
2. DL and its agents will have access to data entered into or generated by the Services. Such access and the information gathered will not be used except for the maintenance and development of Demographix and its services.

*These Terms of Use were last reviewed and revised on 11 May 2018*