

CEEDA SURVEY SERVICES SUBSCRIPTION AGREEMENT

This agreement outlines the terms and conditions under which Research Solutions UK Limited agrees to provide Ceeda Survey Services to the Customer (the Customer shall be the person or company placing an order for the provision of such services from Research Solutions UK Limited on-line, by telephone or in person to an authorised representative of Research Solutions UK Limited).

By accepting this agreement, either by clicking a box indicating your acceptance or by using the services provided and referenced in this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity and affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

TERMS USED IN THIS AGREEMENT

For the purposes of this agreement the terms;

"Ceeda Survey" refers to the questionnaire survey or surveys supplied as part of the Ceeda Survey Service and specified in the Ceeda Survey Order;

"Ceeda Survey Benchmark" refers to indexes showing the combined survey results of all Customers subscribing to the relevant Ceeda Survey;

"Ceeda Survey Order" is confirmation of the Customers acceptance of a Ceeda Survey Quote and may be supplied on-line, by email or in paper format. The

Ceeda Survey Order specifies the agreed services to be supplied by Research Solutions UK Limited and the agreed fees to be paid by the Customer;

"Ceeda Survey Services" means the services to be provided under this agreement as specified in the Ceeda Survey Order;

"Ceeda Survey Quote" refers to a quotation for delivery of specific Ceeda Survey Service products (a quote may be supplied on-line, by email or in paper format and will specify the services to be supplied by Research Solutions UK Limited and the fees to be paid by the Customer);

"fees" means the charges for the services;

"Free Trial" means access to a specified service for a fixed period of time without charge;

"Subscription" refers to this written agreement;

"Survey Respondent" refers to an individual completing a Ceeda survey questionnaire online, on paper or by telephone;

"you" and "your", "yourself" refer to the Customer;

"we" and "us" and "our", refer to Research Solutions UK Limited, Company No. 4709056, Registered address 14 High Street, Yarm, Stockton on Tees, TS15 9AE. Ceeda is a division of Research Solutions UK Limited;

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| FREE TRIAL Where offered, the terms of the trial will be stipulated in writing and override paragraphs 3 and 5 herein |
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1 THE SERVICES

This Subscription entitles you to use the Ceeda Survey/s specified in your Ceeda Survey Order. It includes:

- 1.1 Supply and hosting of the specified surveys on-line
- 1.2 Instructions for the Customer on how to issue invites to survey respondents; the Customer will be responsible for issuing survey invitations
- 1.3 Unlimited on-line completions of the specified surveys
- 1.4 Secure on-line access to live survey reports on the specified surveys and comparison with the relevant Ceeda Survey Benchmark
- 1.5 Optional supply of related goods and services as specified in the Ceeda Survey Order. These may include:
- 1.6 Supply of paper questionnaire packs including reply paid postage to Ceeda and manual data entry of returned surveys
- 1.7 Supply of reminder posters for display on Customer premises
- 1.8 Design of bespoke survey questionnaires tailored to your specific requirements
- 1.9 Bespoke survey analysis and reporting tailored to your specific requirements

Information and prices for these related goods and services is available at www.ceeda.co.uk or by contacting us on 0845 6800631.

2 SERVICE DELIVERY

We will process your request for services as follows:

- 2.1 Orders for Ceeda Survey Services received on-line or by telephone and paid by debit/credit card transaction will be issued a welcome pack by email within 3 working days of cleared payment.
- 2.2 Orders for Ceeda Survey Services received on line or by telephone and paid for by monthly direct debit will receive a welcome pack by email within 3 working days of receipt of a validated Direct Debit Mandate
- 2.3 Orders for Ceeda Survey Services received on line or by telephone and paid for by monthly Standing Order will receive a welcome pack by email within 3 working days of cleared funds being credited.
- 2.4 The welcome pack will contain all information required to access the service as specified in paragraphs 1.1 through to 1.4
- 2.5 The Subscription will commence on the date the welcome pack is issued.
- 2.6 Orders for items 1.6 and 1.7 will be processed within 5 working days of cleared payment and dispatched by second class Royal Mail post as standard.
- 2.7 Data capture from returned paper surveys will be delivered within two working days of receipt of completed paper questionnaires.
- 2.8 Delivery specifications for items 1.8 and 1.9 will be agreed with the Customer on a case by case basis.

3 SUBSCRIPTION AND FEES

- 3.1 Ceeda Survey Services are delivered on a subscription basis: all services will be terminated on expiry of a valid subscription (see also paragraphs 6 through to 7)
- 3.2 We reserve the right to refuse to accept any application for a Subscription.
- 3.3 Subscription to Ceeda Survey Services is on a continuous service basis. This means that, subject to the terms and conditions of this Agreement, we will automatically renew your Subscription at the end of its term unless your Subscription is cancelled.
- 3.4 A minimum 12 month contract term applies. If you cancel your Subscription within the minimum 12 month contract term you will be legally obliged to settle the balance of fees due for the 12 month period. See para 6 on how to cancel this agreement.
- 3.5 You agree to pay the Subscription fees at the rates in effect when the charges are incurred. You can get details of these rates at www.ceeda.co.uk or by telephoning 0845 6800631.
- 3.6 You are required to pay the prevailing rate of VAT on all products and services supplied.
- 3.7 Payment options vary according to contract value and may include monthly Direct Debit, standing Order, credit/debit card transaction or invoice. Payments can be set up on-line or by telephone.
- 3.8 You must provide us with complete and accurate payment information and notify us of any changes to bank account details where Direct Debit arrangements are in place.
- 3.9 We reserve the right at our discretion, to revise Ceeda Survey Services fee structures and payment options. Fees and will remain fixed within the minimum 12 month contract term. Any revisions to fees will be notified to Customers in writing 30 days before revisions take effect.

4 MANAGING YOUR FINANCIAL INFORMATION

- 4.1 Telephone and on-line debit and credit card transactions are made via secure Paypal payment gateway. PayPal protects your financial information with industry-leading security and fraud prevention systems. When you use PayPal on-line your card details are not shared with us. When you order by telephone we will enter your card details on a secure Paypal virtual terminal. No record of your card details is held by us. For details of Paypal's Privacy Policy please click [here](#). Research Solutions UK Limited and Paypal are compliant with the Payment Card Industry Data Security Standard (PCI DSS), a

widely accepted set of policies and procedures intended to optimize the security of credit, debit and cash card transactions and protect cardholders against misuse of their personal information. Click [here](#) for more information about the PCI DSS.

- 4.2 Direct Debit payments are managed on our behalf by First Capital Cashflow plc. First Capital Cashflow is a BACS Approved Bureau, which means that they are closely monitored by BACS and subject to regular inspections, which review their financial standing, administrative and operational functions and security procedures.

5 RENEWALS

- 5.1 If you pay for a subscription by monthly Direct Debit or Standing Order there is no need to renew your subscription as it will continue until you cancel your Direct Debit or Standing Order (subject to minimum 12 month contract term in accordance with para 3.3). You will continue to receive the Ceeda Survey Service until you cancel your Direct Debit or Standing Order. If we change the subscription price we will inform you of this so that you can choose whether or not to cancel your Direct Debit or Standing Order. The Subscription price will not be changed within the minimum 12 month contract term.
- 5.2 If you have paid by a credit or debit card transaction or invoice we will remind you that your Subscription is due for renewal 30 days before it expires. If we have changed the subscription price since your last payment we will inform you of this in the renewal reminder notice so that you can choose whether or not to proceed with the renewal. Payment options will be outlined in your renewal notice.

6 CANCELLATION BY YOU

- 6.1 If you pay for your subscription by Direct Debit or Standing Order you can cancel the Direct Debit or Standing Order at any time after your initial payment has been made by writing to your bank or building society. Your Subscription is subject to a 12 month minimum contract term in accordance with para 3.3. If you cancel your Direct Debit, Standing Order or other payment agreement within the minimum contract term you will be legally obliged to settle the outstanding amount via another means of payment. Please notify us in writing of your intention to cancel your Subscription and Direct Debit/Standing Order arrangement: email enquiries@ceeda.co.uk or post to Ceeda Subscriptions, Research Solutions UK Limited, 14 High Street, Yarm, Stockton on Tees, TS15 9AE.
- 6.2 If you pay for your subscription by annual credit/debit card payment you can cancel your Subscription at any time by notifying us in writing: email enquiries@ceeda.co.uk or post to Ceeda Subscriptions, Research Solutions UK Limited, 14 High Street, Yarm, Stockton on Tees, TS15 9AE. A cancelled Subscription will expire on the date that renewal becomes due. No refund of Subscription payments will be made unless Research Solutions UK Limited has failed to meet the terms of this agreement.
- 6.3 The Ceeda Survey Service will be withdrawn when a monthly Direct Debit, Standing Order payment, annual debit/credit card payment or invoice is overdue by 30 days or more. You will be given a minimum of 10 working days notice of service withdrawal.

7 CANCELLATIONS BY US

We reserve the right to cancel the provision of the Services and terminate this agreement:

- 7.1 If any amount owing by you under this or any other agreement for our services is 30 or more days overdue. We may, without limiting our other rights and remedies, suspend our services to you until such amounts are paid in full. We will give you at least 10 working days' notice before suspending services to you.
- 7.2 In the event the Customer or its staff breaches the terms of this agreement with no refund of fees paid, the Customer shall remain liable to pay any amounts due and owing to us;
- 7.3 After the giving of at least one month's written notice to the Customer.
- 7.4 Upon termination under paragraph 7.3, we will complete delivery of the elements of the services in progress and will refund the fees for those elements not completed by the date of early termination.

8 REFUNDS

Once we have accepted your subscription and payment we regret that we cannot refund payment made unless:

- 8.1 we are unable to fulfil your Subscription.
- 8.2 we have demonstrably failed to meet our responsibilities as defined in this agreement.
- 8.3 If you have a query about obtaining a refund or wish to register a complaint please email us at enquiries@ceeda.co.uk or ring us on 0845 6800631.

9 INTELLECTUAL PROPERTY AND COPYRIGHT

- 9.1 We retain copyright of Ceeda Survey designs and all related printed and electronic material sent to the Customer and used in delivering the Service. Unauthorized reproduction or circulation of Ceeda Survey designs is strictly prohibited. Local print production of Ceeda Survey materials is not permitted within these terms and conditions of use unless explicitly authorized by us in writing.
- 9.2 Survey data from all Customers using Ceeda Survey Services is drawn together to produce Ceeda Survey Benchmarks. We retain copyright of these benchmarks and the right to publish collated survey results provided that such publication is on an unnamed basis and not attributed or identifiable to any individual Customer.
- 9.3 You have the right to publish all survey data supplied to you through the Ceeda Survey Service provided that Survey Respondents stated preferences regarding anonymity and use of their feedback for marketing purposes are strictly adhered to and that the Ceeda Survey is referenced as the source of the data used.

10 DATA ACCURACY AND SECURITY

- 10.1 We must not and will not knowingly discuss or disclose your account or any of your personal details with, or act upon any request made in relation to your account by any person who does not provide your full username and password as proof of identity.
- 10.2 We are obliged to take all reasonable precautions to ensure that your account is secure and that personal data is not accessible via our system to any unauthorised party.
- 10.3 Email contact lists uploaded to the Ceeda survey system for the purposes of survey administration remain the property of the Customer. Email addresses will be used for the purposes of survey administration only as directed by the Customer and Survey Respondent. Email addresses are never used for other purposes and are never shared with third parties unless we are required to do so by law.
- 10.4 Where login details are unavailable and cannot be retrieved, we reserve the right to ask for additional verification of other personal details before allowing access to your account.
- 10.5 You must keep your login details secure at all times and never share them with any unauthorised person. You hold responsibility for taking adequate steps to ensure the security of your password.
- 10.6 We are obliged to provide information that is correct to the best of our knowledge, and to follow up any notifications of errors in a reasonable timeframe. We cannot be held liable for any loss that may arise from a Customer acting on information provided by us.
- 10.7 Any action you undertake in relation to any information provided by us is undertaken entirely at your own risk.

11 DATA PROTECTION ACT

- 11.1 We comply fully with the Data Protection Act (1998) and are registered with the Office of the Information Commissioner (OIC) registration number Z7892282.
- 11.2 You have a right under the Data Protection Act 1998 to ask us to provide you with the information we hold about you and to have any inaccuracies corrected. If you would like to access a copy of your information please contact us by emailing enquiries@ceeda.co.uk

12 TECHNICAL REQUIREMENTS AND SUPPORT

- 12.1 To use the online results facility you will need certain standard Information technology equipment and software, not supplied by us. This includes a computer, an internet connection, and the necessary software to browse the internet and access emails.
- 12.2 Should you encounter difficulty accessing your online data we will test your account within two working days of being notified of the problem. In testing your account, we will verify that your account can be accessed over an open internet connection using your login details when submitted using Microsoft's Internet Explorer run in its default settings. Once we have verified that your account can be accessed using the appropriate software and settings it is your responsibility to ensure that you have the necessary equipment and configuration to use your account.
- 12.3 We will endeavour to respond to any support request within two working days.

13 LIMITATION OF LIABILITY

- 13.1 The maximum liability of Research Solutions UK Limited to the Customer, howsoever arising under this agreement shall be limited to the fees paid.

14 GENERAL

- 14.1 These terms and conditions are the current terms and conditions covering subscription to Ceeda Survey Services and supersede any previous terms and conditions and may be superseded in themselves or amended in future without prior consultation. If any part of this contract is held by any competent authority to be invalid or unenforceable in whole or in part this shall not affect the validity of the other provisions of this contract, or the remainder of the provision in question. English law shall apply to the contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

CUSTOMER SERVICES

If you have a query or complaint about Ceeda Survey Services please contact us using any of the contact details below:

Telephone - 0845 6800 631

Email - enquiries@ceeda.co.uk

Post - Ceeda Subscriptions, Research Solutions UK Limited, 14 High Street, Yarm, Stockton on Tees, TS15 9AE.