

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING THE CLIENT INTEGRATION HUB PLATFORM

This End User Licence Agreement (“EULA”) is a legal agreement between:

1. **BRANDBANK LIMITED** a company registered in England with company number 03650275 whose registered office is at 35B Barnard Road, Norwich, Norfolk, NR5 9JB, England (trading as ‘NielsenIQ Brandbank’) (“**NielsenIQ Brandbank**”, “**us**” or “**we**”); and
2. You, a person authorised to use the Services (“**End User**” or “**you**”), for use of the NielsenIQ Brandbank Client Integration Hub in accordance with the terms detailed below.

We license use of the Hub to you on the terms of this EULA. We do not sell the Hub to you and we remain the owners of the Hub at all times.

IMPORTANT NOTICE:

- BY USING THE HUB YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, WE WILL NOT LICENSE THE HUB TO YOU AND YOUR RIGHTS TO ACCESS THE HUB WILL IMMEDIATELY TERMINATE.

We recommend that you print a copy of this EULA for future reference.

AGREED TERMS

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this EULA.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Client: means the business or organisation that you are engaged by (if applicable) who has contracted with NielsenIQ Brandbank for the provision of Services.

Hub / Client Integration Hub: the NielsenIQ Brandbank Client Integration Hub platform, which is accessible at <https://integrationhub.brandbank.com/>. The Hub allows NielsenIQ Brandbank customers and prospective customers to view technical documentation for the NielsenIQ Data Model and data feeds and complete limited feed management actions..

Intellectual Property Rights: any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, domain names, rights in get-up, topography rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in England or any other part of the world together with any goodwill relating or attached to such rights.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Services: the NielsenIQ Brandbank digital product content services and related services offered from time to time.

Shared Content: any materials, content, data or information made available pursuant to the Services and/or made available within the Hub.

- 1.2. The terms of this EULA apply to the Hub and any of the Services.
- 1.3. We may update this EULA at any time by emailing you with details of the change or notifying you of a change when you next log into the Hub. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Hub and the Services.
- 1.4. From time to time updates to the Hub may be released. Depending on the update, you may not be able to use the Hub until you have accepted any new terms. Certain updates, upgrades and/or additional features may also be subject to additional payment.
- 1.5. The terms of our Privacy Notice (as updated from time to time), available at <https://www.brandbank.com/> are incorporated into this EULA by reference.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. The terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be illustrative only and are not intended to limit the sense of the words preceding those terms.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. The terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9. Clause headings are for reference purposes only and shall not affect the interpretation of this EULA.
- 1.10. A reference to ‘writing’ or ‘written’ includes email unless stated otherwise, but not faxes.
- 1.11. Where applicable, in the event of a conflict between this EULA and any additional agreement in place between NielsenIQ Brandbank and a Client from time to time relating to the use of the Hub (“**Head Agreement**”), the Head Agreement will prevail.

2. USING THE SOFTWARE

- 2.1. The Hub is provided on a free of charge basis and your use of the Hub is in consideration of the promises provided by you in this EULA.
- 2.2. You must be over eighteen years of age to create an account to use the Hub.
- 2.3. You are responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under your account or password.
- 2.4. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided.
- 2.5. You acknowledge and agree that we do not proactively monitor the Shared Content, activity and interactions between users on the Hub. It is solely the responsibility of the users of the Hub to notify us of any issues that they identify from time so that we can take appropriate action.

3. SERVICE LEVELS

- 3.1. We shall use reasonable endeavours to publish the times of planned system outages within the Hub. So far as is reasonably practical, we shall aim to keep any planned system outages outside of Normal Business Hours and shall aim to keep such outages under four hours' continuous duration on each occasion.
- 3.2. We do not warrant that:
 - (a) your use of the Hub will be uninterrupted or error-free;
 - (b) the Services or Shared Content obtained by you through the Hub will meet your requirements; or
 - (c) the Hub will be compatible with your device or any telecommunication links.
- 3.3. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Hub and the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4. LICENCE RESTRICTIONS

- 4.1. Except as expressly set out in this EULA you agree:
 - (a) not to copy the Hub or any underlying source code;
 - (b) not to disclose your login information to the Hub to any other person;
 - (c) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Hub;
 - (d) not to make alterations to, or modifications of, the whole or any part of the Hub, or permit the Hub or any part of it to be combined with, or become incorporated in, any other programs;
 - (e) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - i. not to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Hub in any form or media or by any means; or
 - ii. not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Hub;
 - (f) not to access all or any part of the Hub, the Services or any Shared Content in order to build a product or service which competes with the Hub;
 - (g) not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Hub and/or the Services available to any third party;
 - (h) not to attempt to obtain, or assist third parties in obtaining, access to the Hub and/or Services, other than as permitted by EULA; and
 - (i) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Hub,

together defined as "**Licence Restrictions**".

5. ACCEPTABLE USE RESTRICTIONS AND OBLIGATIONS

- 5.1. You must:
 - (a) not use the Hub in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, into the Hub or any operating system;
 - (b) not infringe our Intellectual Property Rights or those of any third party in relation to your use of the Hub;
 - (c) not transmit any material that is defamatory, illegal, offensive or otherwise objectionable in relation to your use of the Hub;
 - (d) not use the Shared Content for any illegal, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of NielsenIQ Brandbank;
 - (e) not use the Hub in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - (f) not collect or harvest any information or data from the Hub or our systems or attempt to decipher any transmissions to or from the servers running the Hub,

together defined as "**Acceptable Use Restrictions**".

- 5.2. You shall use your best endeavours to use adequate technological and security measures, including measures we may reasonably recommend (such as anti-virus and firewall protection on your device), or that you and we may agree to, from time to time.
- 5.3. Without prejudice to the obligations undertaken in this clause 5, you must notify us immediately upon becoming aware or suspecting that any login information has been used, or may be known, by any third party so that we can re-set your login details.
- 5.4. You agree to provide us with all reasonably required information, co-operation and assistance as may be required by us under this EULA in a timely and efficient manner.
- 5.5. You acknowledge that you are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. You acknowledge and agree that NielsenIQ Brandbank and/or its licensors own all Intellectual Property Rights in the Hub. Except as expressly stated herein, this EULA does not grant you any Intellectual Property Rights, or any other rights or licences in respect of the Hub or the Services.
- 6.2. We hereby grant to you a non-exclusive, non-transferable, revocable licence to use the Hub and the Shared Content solely for your normal business operations until the termination or expiry of this EULA (howsoever arising).
- 6.3. You acknowledge that NielsenIQ Brandbank and its personnel may use any non-confidential details of the Services (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes (such as use in print and on the NielsenIQ Brandbank website).
breach of the Shared Content Licence Terms.

7. CONFIDENTIALITY AND DATA PROTECTION



- 7.1. Our approach to the capture, storing, sharing and use of information and data (including data supplied by you) is set out in our Privacy Notice at <https://www.brandbank.com/>.
- 7.2. Please read our Privacy Notice carefully as it is binding on you in relation to the processing of your Personal Data pursuant to your use of the Hub. Please note that we may send users of the Hub service-related information by email from time to time. For the avoidance of doubt, NielsenIQ Brandbank may use anonymised customer data for the purposes of marketing and analysis.
- 7.3. A party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").
- 7.4. In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
 - (a) to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this EULA;
 - (b) not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its officers, employees, consultants, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this EULA and provided that such officers, employees, consultants, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this EULA); and
 - (c) to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 7.5. Nothing in this EULA will prevent the Receiving Party from using or disclosing any Confidential Information which:
 - (a) is in or comes into the public domain in any way without breach of this EULA by the Receiving Party or any person or entity to whom it makes disclosure;
 - (b) the Receiving Party can show was: (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - (c) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
 - (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - (e) is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 7.6. This clause 7 shall survive termination of this EULA, however arising, on a perpetual basis.

8. LIMITATION OF LIABILITY

- 8.1. You acknowledge that the Hub has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Hub as described in the applicable documentation meet your requirements. We only supply the Hub for your personal use (if the End User is a consumer) or internal business operations (if the End User is operating in a business capacity).
- 8.2. This clause 8 sets out the entire financial liability of NielsenIQ Brandbank (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you:
 - (a) arising under or in connection with this EULA;
 - (b) in respect of any use made by you of the Hub, the Services, the Shared Content or any part of them; and
 - (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this EULA.
- 8.3. Except as expressly and specifically provided in this EULA:
 - (a) you assume sole responsibility for results obtained from the use of the Hub, the Services and the Shared Content by you, and for conclusions drawn from such use. NielsenIQ Brandbank shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to NielsenIQ Brandbank by you in connection with the Services, or any actions taken by NielsenIQ Brandbank at your direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this EULA; and
 - (c) the Hub, the Services and the Shared Content are provided to you on an "as is" basis and NielsenIQ Brandbank provides no warranties or guarantees in relation to their accuracy, completeness, composition, use or whether the Shared Content is up to date or relevant to you.
- 8.4. Nothing in this EULA limits or excludes the liability of either party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 8.5. You will indemnify and keep NielsenIQ Brandbank and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by NielsenIQ Brandbank arising out of or in connection with any breach of this EULA by the End User, or by any third party acting on the End User's behalf.
- 8.6. Subject to clause 8.4:
 - (a) NielsenIQ Brandbank will not be liable to you for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, unforeseeable loss (i.e. indirect and consequential loss) or pure economic loss, costs, damages, charges or expenses. For the avoidance of doubt, loss or damage is unforeseeable if either it is not obvious that it will happen or if, at the time the contract was made, both we and you did not know that it might happen;
 - (b) NielsenIQ Brandbank's total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this EULA will be limited to sum of £1,000.

9. TERMINATION

- 9.1. Either party may terminate this EULA at any time upon providing the other party with written notice (which may be submitted via the Hub or email), which will take effect immediately.

- 9.2. We may terminate or suspend (at our sole discretion) this EULA immediately by providing notice to you if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 9.3. Where this EULA is subject to a Head Agreement, this EULA will automatically terminate upon the termination or expiry of the Head Agreement for any reason.
- 9.4. Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this EULA with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
- (a) a breach by the Defaulting Party of its obligations under this EULA which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so; or
 - (b) an event, including (or similar in nature to) the following:
 - i. the Defaulting Party is unable to pay its debts as they fall due;
 - ii. the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
 - iii. a receiver is appointed in respect of the whole or any part of the Defaulting Party;
 - iv. a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
 - v. the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.5. On termination for any reason:
- (a) all rights granted to you under this EULA shall cease;
 - (b) you must immediately cease all activities authorised by this EULA; and
 - (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the EULA which existed at or before the date of termination shall not be affected or prejudiced.
- 9.6. The suspension or cancellation of your account and your right to use the Hub shall not affect either party's rights or liabilities.
- 9.7. Any provision of this EULA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this EULA shall remain in full force and effect.

10. COMMUNICATION BETWEEN US

- 10.1. If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to integration@brandbank.com. We will confirm receipt of this by return e-mail.
- 10.2. If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your request for the Hub.

11. EVENTS OUTSIDE OUR CONTROL (FORCE MAJEURE)

- 11.1. Neither party shall in any circumstances have any liability to the other party under this EULA if it is prevented from, or delayed in, performing its obligations under this EULA or from carrying on its business by any unforeseeable acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes or illness involving the workforce of NielsenIQ Brandbank, failure of a utility service or transport network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. If the force majeure event continues for a period of four weeks or more, the unaffected party may terminate this EULA with immediate effect by providing the other party with written notice.

12. MISCELLANEOUS

- 12.1. Subject to the terms of any applicable Head Agreement, this EULA constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this EULA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in this EULA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.
- 12.2. We reserve the right to make changes to this EULA at any time upon providing you with notice. We will provide you with any updated terms on the login page of the Hub. If you continue to use the Hub then you will be deemed to have accepted the updated EULA.
- 12.3. Subject to clauses 1.3 and 12.2, any variations to this EULA must be agreed by the party's authorised representatives in writing.
- 12.4. No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this EULA are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.5. You shall not, without the prior written consent of NielsenIQ Brandbank, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA. NielsenIQ Brandbank may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA.
- 12.6. Nothing in this EULA is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.7. No one other than a party to this EULA, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 12.8. If any provision or part-provision of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 12 shall not affect the validity and enforceability of the rest of this EULA.

12.9. All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's main business address (or such other address notified to the other party in writing from time to time). It is agreed that serving notice by email or fax will not be an effective method of providing notice of a claim under this EULA.

13. LAW AND JURISDICTION

13.1. This EULA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.