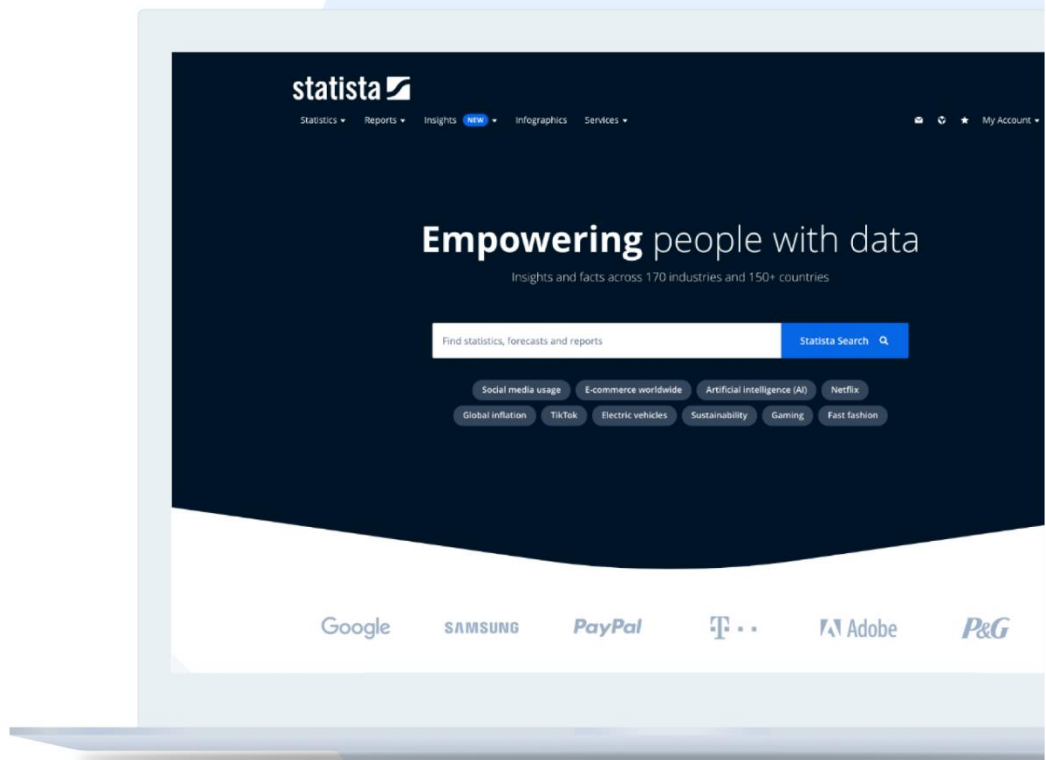


STATISTA

# Terms and Conditions

Last updated: March 2024



statista 

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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## **2. Access to 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.

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### **3. Limited warranty**

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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 Authorized 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.

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(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 Authorized 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

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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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**6.5** Statista's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that Statista will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, nonpublic Materials about individuals. You also acknowledge that Statista will perform periodic reviews of you and your Authorised Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorised Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorised Users will cooperate fully with Statista in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by Statista. All reviews will be at Statista's expense. If there is any failure to cooperate fully with Statista, or if any review reveals the lack of a permissible purpose to access Regulated Data, Statista may deny access to the Online Services or to Regulated Data. Statista will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

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(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.

**6.7** This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

**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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