

## Terms of Service

### 1. Consent to the Terms

These terms of service (“**Terms**”) govern your use and access to our services, including our website, participation in our surveys, joining our expert panel, subscription or reception of our publication, communication with us by email or any other means, and any other services that NarusReport Company Limited, a company incorporated in England and Wales with the company number 11006130 and registered company address at Kemp House 160 City Road, London, EC1V 2NX, U.K. (the “**NarusReport**”) offers from time to time (collectively the “**Services**”).

Please also read our [Privacy Policy](#) which sets out the details on how we collect and use your personal information. By using our Services, you accept and agree to be bound by these Terms and the Privacy Policy.

### 2. Content Standards

Prior to publication, Contributions will be checked by us for compliance with the content standards stated below (“**Content Standards**”). The following Content Standards apply to all materials submitted in response to our surveys (“**Contribution**”), in part and as a whole. The Content Standards must be complied with in spirit as well as to the letter. We will determine, in our absolute discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- (a) reflect your personal and unbiased reading of the law;
- (b) be to the best of your knowledge where it states facts, and genuinely held where it states opinions; and
- (c) comply with the applicable laws and regulations in the country from which it is posted.

A Contribution must not:

- (a) be defamatory, obscene, offensive, hateful or inflammatory;
- (b) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (c) disclose any personal data of an individual, such as name, address, telephone, mobile or fax number, e-mail address;
- (d) infringe any copyright, database right or trade mark of any other person;
- (e) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (f) disclose any information that might be or could be reasonably interpreted as associated with a client, matter, materials or information that you are under legal obligations (contractual or otherwise) not to disclose;
- (g) be in contempt of court;
- (h) be likely to harass, upset, embarrass, alarm or annoy any individual;
- (i) impersonate any person, or misrepresent your identity or affiliation with any person;
- (j) advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;
- (k) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

By submitting your Contribution, you are warranting that you have the right to grant us the non-exclusive copyright licence as set out in Clause 6 Intellectual Property. If you are not in a position to grant such a licence to us, please do not submit the Contribution.

### 3. Private Capacity

Professional affiliation of a participating individual in the surveys is made publicly available solely for the purpose of identification of the participating individual. Any Contribution submitted by the individual is entirely in private capacity only. It shall not be related to, associated with, interpreted as in any way or any form relating to, the individual's professional affiliation or the NarusReport.

#### **4. Content Reuse**

The NarusReport may from time to time provide its Services or make certain information or content available to you for free. These rights are personal to you and shall not be exercised by any other person.

You may view, reproduce, store or share via direct email copies of such information or content. Any use of such content in whole or in part must at all times acknowledge the source of the content. You shall not display, retransmit, distribute or otherwise disseminate any part of the content on any electronic network, including without limitation the Internet, the World Wide Web, the intranet and any internal database, unless with the NarusReport's consent in writing.

#### **5. Lawful Usage**

You agree not to misuse our Services. In particular, you agree not to do any of the following in connection with our Services:

- (a) use our Services for unlawful or unauthorised purposes;
- (b) resell any of the information or content contained in any part of the Services;
- (c) transmit any content that is disruptive, uncivil, abusive, vulgar, obscene, hateful, fraudulent, threatening, unlawful, harassing, defamatory, or which discloses private or personal matters concerning any person;
- (d) transmit any material that you do not have a right to transmit under law (such as copyrighted materials and trade secrets) or under contractual or fiduciary obligations (such as pursuant to non-disclosure agreements);
- (e) any use that is in contravention to any applicable laws and regulations;
- (f) violate the letter or spirit of these Terms;
- (g) violate the privacy or infringe the rights of others.

You acknowledge that the above is not an exhaustive list.

#### **6. Intellectual Property**

You retain the rights to any information or content that you submit to us. By submitting a Contribution, you agree to grant us a non-exclusive licence to use, edit, alter, reproduce, publish and/or distribute the material contained in your Contribution. This licence is free of charge, perpetual and capable of sub-licence. We may exercise all copyright and publicity rights in the material contained in your Contribution in all jurisdictions, to their full extent and for the full period for which any such rights exist in that material.

The information and content of any of our Services provided, including all written materials, images, illustrations, designs, icons, photographs and video clips are protected by copyright, trademarks, database right and other intellectual property rights belong to us or have been lawfully licensed to us for use in connection with the Services. You shall not reproduce, modify, copy, distribute or use for any purposes any of the information or content contained in any of our Services, or create any derivative works with respect to any such information or content, unless you have received NarusReport's consent in writing.

#### **7. Breach of these Terms**

If we consider that a breach of these Terms has occurred, we may at our absolute discretion take any actions that we deem appropriate, which include but not limited to, withdrawal from the expert panel, issue legal proceedings and disclosure of any information to law enforcement authorities as we consider reasonably necessary or as required by the applicable laws and regulations.

We expressly exclude liability for any loss or damage arising from the use of any of our Services in contravention to these Terms. We exclude liability for all actions we may take in response to breaches of these Terms.

## 8. Limitation of Liabilities

The NarusReport is a publication company and does not provide legal advice.

We give you no warranty or assurance in relation to our Services and any information or content contained therein. All information or content are provided on an "as is" basis and they may be incorrect or out-of-date. Materials are not intended to constitute any legal advice in any situation however arising. All implied warranties and conditions are excluded, to the maximum extent permitted by law.

Neither the NarusReport nor any of our agents, employees and subcontractors shall be liable to you or any other party for any losses or damages whatsoever or howsoever arising from the use of our Services and the information or content contained therein whether under this licence or other contract or in consequence of any misrepresentation, misstatement or tortious act or omission including negligence. In no event shall the total liability of NarusReport, including the liability of any of our agents, employees and subcontractors (if applicable), to you for the losses or damages mentioned herein exceed, in aggregate, the amount of USD10.

You agree to indemnify fully and to hold us indemnified from and against any claim brought by a third party resulting from your use of our Services and any information or content contained therein and in respect of all losses, costs, actions, claims, expenses or liabilities whatsoever suffered or incurred directly by us in consequence of your breach or non-observance of these Terms.

## 9. Fees

The NarusReport reserves the right to charge a fee for its Services. You will be notified in writing when we decide to do so and you have the option to opt out if you no longer wish to use our Services.

## 10. Termination

These Terms will continue to apply until terminated by you or us as follows. You may stop using the Services at any time. We reserve the right to suspend or terminate your access to the Services if:

- (a) you are in serious or repeated breach of these Terms;
- (b) you are using the Services in a manner that would cause a real risk of harm or loss to us, other users, or the public;
- (c) we are requested to do so by government or regulatory authorities or as required under applicable laws, regulations, or legal processes; or
- (d) our provision of the Services to you is no longer possible.

We will notify you via the email address registered with us as soon as reasonably practicable unless we are prohibited from notifying you by any laws or regulations. Upon termination of your access to the Services, these Terms will terminate except for Clause 8 Limitation of Liabilities, this Clause 10 Termination, Clause 11 General Provisions, Clause 12 Dispute Resolution and Clause 13 Governing Law.

## 11. General Provisions

**Force Majeure:** Neither party shall be liable to the other, for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any power failure and the actions of internet service providers and users.

**No Waiver:** Any failure by us to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

**Severability:** If any provision of these Terms is found to be illegal, invalid or unenforceable in any jurisdiction, the invalidity of that provision will not affect (a) the legality, validity or enforceability in that jurisdiction of any other provisions of these Terms, or (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of these Terms.

## 12. Dispute Resolution

Any claim against NarusReport shall be first resolved by agreement and negotiation in good faith. You agree to contact us at [info@narusreport.com](mailto:info@narusreport.com) and setting out the dispute in sufficient detail to enable us to assess and investigate the issue. We will respond to you by email as soon as reasonably practicable following the investigation. However, a lack of response shall not be deemed to constitute any acquiescence or waiver. We will try our best to resolve the dispute within sixty (60) days. If the dispute is not resolved within such period, you or NarusReport may bring formal proceeding.

## 13. Governing law

These Terms shall be governed by and interpreted in accordance with English law. Any non-contractual obligations arising out of or in connection with this policy shall be governed by the English law.

## 14. Changes to these Terms

We reserve the right to change these Terms from time to time at our absolute discretion by posting an updated version on our Website. Please check the website periodically to inform yourself of any changes.

If we make any material changes to these Terms we will notify you by email using the email address registered with us. If you do not agree to the revised terms, you have the option to terminate our Services. By continuing to use our Services following the changes coming into effect you agree and consent to be bound by the revised Terms.