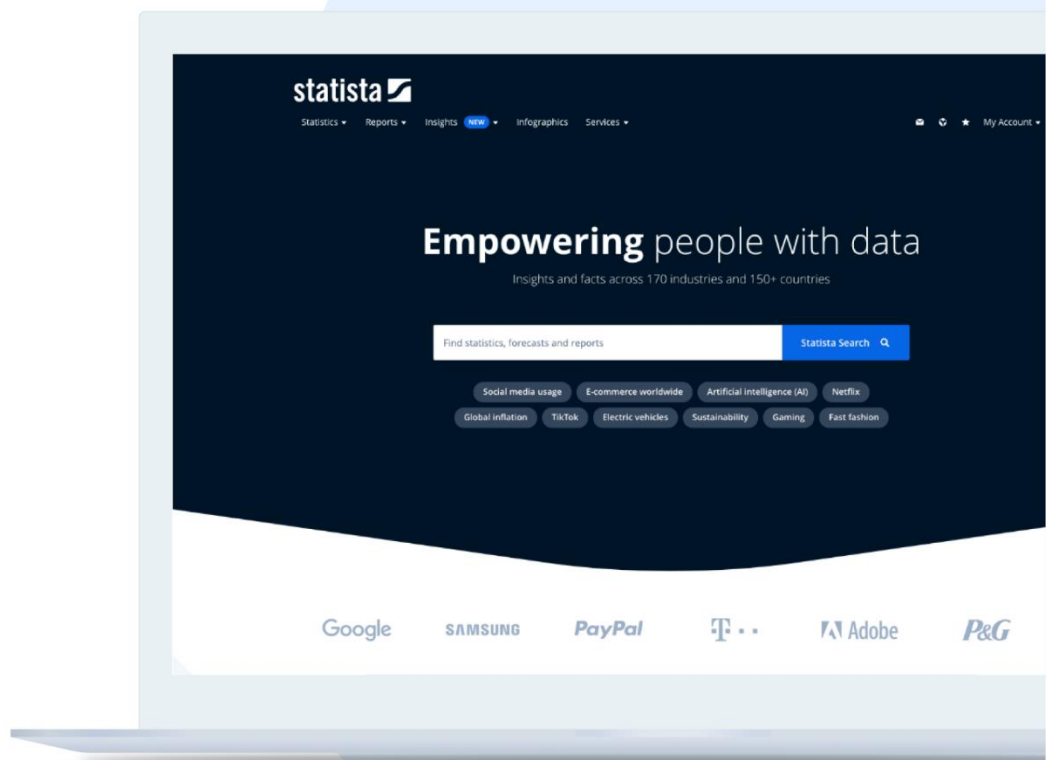


STATISTA

Terms and Conditions

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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.

2.5 Authorised Users are required to notify Statista of any relevant changes made to the information contained in section 2.4.

3. Limited warranty

3.1 Statista represents and warrants that it has the right and authority to make the Online Services and Materials available to Members and Authorised Users as Authorised expressly by this Subscription Agreement.

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- (c) An Authorised User or Member's use of the Online Services or Materials,
- (d) the loss or corruption of any data or equipment in connection with the Online Services,
- (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party,
- (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or
- (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

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- (a) Statista and any officer, director, employee, subcontractor, agent, successor, or assignee of Statista; And

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4.5 Notwithstanding anything to the contrary in this Section 4:

(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.

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5.1 Cancellations must be submitted in a signed writing in letter, fax, or e-mail form and sent to Statista, For the attention of [Sales Department]. No additional written statements to justify cancellation are necessary.

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6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Statista. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner.

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- (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law;
- (c) the notification will not reference Statista or the product through which the Regulated Data was provided, nor will Statista be otherwise identified or referenced in connection with the Security Event, without the express prior written consent of Statista;
- (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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