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### EXTERNAL USE

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The Licence is subject to prior payment to ABI of a subscription fee. The subscription fee covers the period from 1st January up until 31st December in a calendar year ("**Period**"), irrespective of when the subscription is entered into, unless otherwise agreed in writing by ABI. You can choose to have various categories of Data licensed to you, as indicated on the Website. The Licence only covers the categories of Data you specifically subscribe to.

The Licence entitles a single business undertaking (such as a company, partnership or sole trader) to use the Data subscribed to for Internal Business Purposes and External Use. In relation to ABI members the "undertaking" means those entities in relation to which membership subscriptions are paid. The Licence is non-exclusive.

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"**Internal Business Purposes**" includes all internal uses within your undertaking, such as conducting market analysis to identify trends or otherwise inform the direction of your business, and writing internal reports and/or blogs to inform fellow staff.

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You must not in any circumstances resell or otherwise provide a copy of, or access to, any substantial part or any substantial part of a sub-set of the Data to any third party (including to the public at large) without first obtaining the prior written consent of the ABI.

You are permitted to provide Data to a Service Provider (being a third party which is delivering services to you, and who is informed of, and bound by, the restrictions on use set out in this Licence). You may provide Data to a Service Provider only to the extent needed in order for them to provide their services to you, and they must agree with you to use the Data only for that purpose and to delete it when the service delivery is complete. Where you provide Data to a

Service Provider you will take reasonable steps to monitor and enforce their compliance with the terms of this Licence.

In using the Data you will always expressly acknowledge its source as the ABI and any written material will contain a reasonably prominent attribution of the Data to the ABI. Any Data which is reproduced by you must always be acknowledged as copyright of the ABI.

In accessing and processing the Data you will at all times keep it secure from loss or unauthorised access, copying or publication, and you will follow any rules we set out from time to time regarding login and other access controls in respect of the Website. In any event: (i) the login provided to an individual user must in no circumstances be shared with anyone else; and (ii) everyone in your business undertaking who is provided, directly or indirectly, with Data (including analyses etc containing or based on Data) must first be made aware of the terms of this Licence, and must comply with those terms. You should note that although our Licence authorises use within the whole of your undertaking, as set out above, unless you are an ABI member, we only provide you with a login for a single authorised user. This individual must be the sole point through which you access Data. You may acquire additional logins by buying extra licences.

Without prejudice to any other remedy of ABI, if you fail to abide by the terms of this Licence it may result in withdrawal of access to the Data and/or termination of your Licence at any time by ABI, without reimbursement.

In relation to your access to the Website, while the ABI endeavours to ensure that the Website is normally available 24 hours a day, it makes no guarantee of its availability to you, or of the availability of the Data (which may be updated and amended from time to time in any event without prior notice). ABI will not be liable if for any reason the Website or Data is unavailable at any time or for any period.

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Unless otherwise agreed in writing neither the ABI nor any of its directors, officers, employees, agents or sub-contractors nor any of the members of the ABI shall be liable to you for any loss of profits, business or anticipated savings, or loss of or corruption of data, or any indirect loss or consequential loss whatsoever, even if ABI has been advised or is otherwise aware of the possibility of such loss. In any event any and all liability of the ABI to you, in whatever circumstances and howsoever arising, shall not exceed an aggregate amount equal to the higher of the subscription fee paid by you in respect of the calendar year in which a claim or claims arose and £10,000.

Nothing in this Licence shall exclude or limit the liability of the ABI for death or personal injury due to its negligence, or for its fraud.

On termination of the Licence you must cease all further use of the Data, and must delete the raw Data from your systems and records, except insofar as contained in existing materials (reports, blogs etc).

The terms of this Licence are additional to the terms of use of the Website. In the event of any conflict between the two, this Licence will prevail.

This Licence is governed by and shall be interpreted in accordance with English law, and shall be subject to the non-exclusive jurisdiction of the English courts.