

TrendWatching Platform Agreement

General Information and FAQs

What kind of access will I get and for how long?

All plans provide full access ('memberships') for employees within the client's organization to TrendWatching's Platform Service ('TrendWatching'). Please note that all members must have the same company email domain.

Available content & tools include among others the Trend Framework, annual Trend Reports, Industry Pages, Stats Center, Inspiration Dashboard, Ask An Analyst & Academy content.

All members must have the same company email domain & full content can only be shared within the company account.

Accounts will be activated upon receipt of payment, and access will run for 12 months upon activation.

From time to time, we may run time- or circumstance-limited promotions allowing extra months of access on various accounts.

Can I change, edit or (internally) incorporate TrendWatching's content?

Yes, you can. In fact, we hope you will! TrendWatching's content is ready for you to use 'as is' but has also been specifically designed to offer you flexibility - it can be incorporated, amended, tweaked, and reshuffled. For example, not only do you receive our Trend Report in a PDF version, but also as a fully editable PowerPoint format, leaving it up to you if you want to use/incorporate our content, or adjust it to your own specific needs concerning fonts/visual/texts/headers and so on.

Equally, all examples and updates are published in PowerPoint to allow similar ease of use.

Can I distribute TrendWatching's content outside my office/company?

If you're part of an agency or consulting firm, we're more than happy for you to present parts of TrendWatching's content to your clients, but only if you always state the source

("www.trendwatching.com"); both verbally and written (the latter by always incorporating TrendWatching as a source on blog posts, slides, in PDFs, videos and so on).

However, we hope you understand that you can not resell or 'package' the content in any possible way without our written consent.

Who can access our TrendWatching account?

All plans provide full access ('memberships') to TrendWatching for employees within the client's organization, for 12 months. Please note that all members must have the same company email domain.

What if I lose my TrendWatching login details?

If you've forgotten the email address you used to log in to TrendWatching, please contact our Client Success team at client_team@trendwatching.com. Or, if you've forgotten your password, you can reset it here: <https://app.trendwatching.com/forgot-password>.

Can I get a refund if TrendWatching doesn't meet my expectations?

Yes! If you feel TrendWatching's intelligence, tools and training really don't deliver on what we've been promising, then just let us know within 30 days of your purchase and we will refund you in full. Please contact the Client Success team at client_team@trendwatching.com.

Can I subscribe to TrendWatching for a month at a time?

Purchasing access to TrendWatching means you buy access to all our trend content and tools. We charge a one-time, all-inclusive price which is billed annually. The nature of the service means that clients get the best out of the service when they use it over the course of a year.

For example - the annual Trend Report is supported by ongoing 24/7 access to the Trend Framework and Inspiration Dashboard, which in turn are supported by many weekly and monthly updates. It is therefore not possible to buy just parts of the service, or just one month (or a few months) of access.

TrendWatching's Detailed Terms and Conditions

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1. Introduction

Thanks for choosing TrendWatching's Platform Service ("TrendWatching", "Service").

These Terms and Conditions, together with the General Information above ("Terms") apply to the provision of the Services by TrendWatching ("TrendWatching", "we", "us") to the person/company buying the services ("you").

You are deemed to have accepted these Terms when you accept our quotation, pay for our Services or from the date of any use of the Services (whichever happens earlier) and these Terms and any quotation ("Contract") are the entire agreement between us.

You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Terms apply to the Contract to the exclusion of any other terms that you or any other party try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Interpretations

- 2.1. The headings in these Terms are for convenience only and do not affect their interpretation.

- 2.2. Words imparting the singular number shall include the plural and vice-versa.
- 2.3. Except to the extent expressly provided otherwise, in these Terms:
- 2.3.1. "Account" means an account enabling a person to access and use the Services, including both administrator accounts and user accounts;
 - 2.3.2. "Charges" represent any payments agreed between you and TrendWatching in exchange for the provision of the Services;
 - 2.3.3. "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
 - 2.3.4. "Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);
 - 2.3.5. "Platform" means the TrendWatching Platform used by you to access the Services;
 - 2.3.6. "Supported Web Browser" means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, with the explicit exclusion of Microsoft Internet Explorer versions 9 and below;

3. Duration of these Terms

- 3.1. These Terms shall come into force when we provide you with access to the Services.
- 3.2. These Terms shall continue in force until the expiry of your Account, upon which these Terms shall terminate automatically, subject to termination in accordance with Clause 13.

4. Services

- 4.1. We warrant that we will use reasonable care and skill in our provision of the Services.
- 4.2. All of these Terms apply to the supply of any goods as well as Services unless we specify otherwise.
- 4.3. We will, upon payment for the Services, generate an Account for you and provide to you login details for that Account.
- 4.4. The Account(s) granted by TrendWatching to you under Clauses 4.3 and 4.4 is subject to the following limitations:
 - 4.4.1. the Services may only be used by the named user assigned to each Account, providing that you may change the named user by contacting us in writing.
- 4.5. Except to the extent expressly permitted in these Terms or required by law on a non-excludable basis, the provision of the Services by TrendWatching to you is subject to the following prohibitions:
 - 4.5.1. you may not sub-contract your right to access and use the Services;
 - 4.5.2. you must not permit any person outside the client's organization to access or use the Services;
 - 4.5.3. you must not republish or redistribute any content or material from the Services without due attribution; and
 - 4.5.4. you must not make any alteration to the Platform, except as permitted by us in writing.
- 4.6. You agree to use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Services using an Account.
- 4.7. We shall use reasonable endeavours to maintain the availability of the Services to you, but do not guarantee 100% availability.

- 4.8. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of these Terms:
 - 4.8.1. a Force Majeure Event;
 - 4.8.2. a fault or failure of the internet or any public telecommunications network;
 - 4.8.3. a fault or failure of your computer systems or networks;
 - 4.8.4. any breach by you of these Terms; or
 - 4.8.5. scheduled maintenance, which we will notify you about.
 - 4.9. You must not use the Services in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Services.
 - 4.10. You must not use the Services:
 - 4.10.1. in any way that is unlawful, illegal, fraudulent or harmful; or
 - 4.10.2. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
 - 4.11. For the avoidance of doubt, you have no right to access the software code (including object code, intermediate code and source code) of the Platform.
 - 4.12. We may suspend the provision of the Services if any amount due to be paid under these Terms is overdue.
5. Assignment of Intellectual Property Rights
- 5.1. We reserve all copyright and any other intellectual property rights which may subsist in any goods or services supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
 - 5.2. By accepting these Terms, you license us the permission to reproduce your company name, trademarks and logos for us to use exclusively on our website and for marketing purposes. You may withdraw this permission at any time by submitting a request to us in writing.
 - 5.3. Nothing in these Terms shall operate to assign or transfer any Intellectual Property Rights from us to you, or from you to us.

6. Privacy and Cookies

- 6.1. You accept that personal information provided by you, or by other users associated with your Account, is subject to our Privacy and Cookie Policy. The latest version can be found at:
<https://www.trendwatching.com/privacy-policy>
- 6.2. You understand that through use of our Service, you consent to the collection and processing of your information (as demonstrated in our Privacy and Cookie Policy).

7. Charges

- 7.1. You agree to pay the Charges to us in accordance with these Terms.
- 7.2. All amounts stated in or in relation to these Terms are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by you.

8. Payments

- 8.1. You agree to pay the Charges by credit card, or request an invoice from us.
- 8.2. If an invoice is requested, we will issue an invoice for the Charges, which are to be paid by bank transfer or credit card within 30 days of receipt of invoice or commencement of service, whichever is later.
- 8.3. If you do not pay any amount properly due to us under these Terms, we reserve the right to withhold access to the Services.

9. Warranties

- 9.1. We warrant to you that:
 - 9.1.1. we have the legal right and authority to enter into these Terms and to perform its obligations under these Terms; and
 - 9.1.2. we will comply with all applicable legal and regulatory requirements applying to the exercise of our rights and the fulfillment of our obligations under these Terms; and
 - 9.1.3. we have or have access to all necessary know-how, expertise and experience to perform our obligations under these Terms; and
 - 9.1.4. the Platform will work as intended on all Supported Web Browsers; and
 - 9.1.5. the Platform will be free from viruses, worms, Trojan horses,

ransomware, spyware, adware and other malicious software programs; and

9.1.6. the Platform will incorporate security features reflecting the requirements of good industry practice.

9.2. We warrant that the Services, when used by you in accordance with these Terms, will not breach any laws, statutes or regulations applicable under Dutch, Singaporean or American law.

9.3. We warrant that the Services, when used by you in accordance with these Terms, will not infringe the Intellectual Property Rights of any person.

9.4. We warrant that the information provided by the Services is true and accurate to the best of our knowledge.

9.5. You warrant that you have the legal right and authority to enter into these Terms and to perform your obligations under these Terms.

9.6. All of the parties' warranties and representations in respect of the subject matter of these Terms are expressly set out in these Terms. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of these Terms will be implied into these Terms or any related contract.

10. Acknowledgements and warranty limitations

10.1. You acknowledge that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms, we give no warranty or representation that the Services will be wholly free from defects, errors and bugs.

10.2. You acknowledge that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms, we give no warranty or representation that the Services will be entirely secure.

10.3. You acknowledge that consumer trends and innovations often move much faster than can be reasonably tracked, and that factual or reporting inaccuracies may occur; we give no warranty or representation that the information provided through the Services is free from error or misrepresentation.

11. Indemnity and limitations of liability

11.1. Our liability under these Terms, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

11.2. The total amount of our liability is limited to the total amount of the

Charges.

- 11.3. We are mutually not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms or the quotation for:
 - 11.3.1. any indirect, special or consequential loss, damage, costs, or expenses; or
 - 11.3.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - 11.3.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - 11.3.4. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - 11.3.5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
 - 11.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
 - 11.5. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.
 - 11.6. Subject to Clause 12, neither party be held liable in respect of any losses arising out of a Force Majeure Event.
12. Circumstances beyond a party's control
- 12.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under these Terms (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
 - 12.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under these Terms, must:

- 12.2.1. promptly notify the other; and
 - 12.2.2. inform the other of the period for which it is estimated that such failure or delay will continue.
 - 12.3. A party whose performance of its obligations under these Terms is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.
13. Termination
- 13.1. We may terminate the provision of the Services immediately if you:
 - 13.1.1. commit a material breach of either party's obligations under these Terms that remains uncured for a period of thirty (30) days after the other party's written notification to the breaching party of the breach or
 - 13.1.2. fail to pay any amount due under the Contract on the due date for payment; or
14. Subcontracting and assignment
- 14.1. We reserve the right to subcontract or assign any of our obligations under these Terms, and transfer our obligations under these Terms to a third party, in the event of acquisition or significant investment in TrendWatching by that third party.
15. No waiver
- 15.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.
16. Severance
- 16.1. If one or more of these Terms is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) will be deemed severed from the remainder of these Terms (which will remain valid and enforceable).
17. Law and jurisdiction
- 17.1. If you are based in Singapore, these Terms are governed by and interpreted according to Singaporean law. All disputes arising under these Terms are subject to the exclusive jurisdiction of the Singapore courts.
 - 17.2. If you are based in the US, these Terms are governed by and interpreted according to American law. All disputes arising under these Terms are

subject to the exclusive jurisdiction of the American courts.

- 17.3. If you are based in any countries not mentioned in Clauses 17.1 or 17.2, these Terms are governed by and interpreted according to Dutch law. All disputes arising under these Terms are subject to the exclusive jurisdiction of courts in the Netherlands.