

**TERMS & CONDITIONS 2017**  
**LAST UPDATED: March 2017**

Welcome to [www.NicholasHall.com](http://www.NicholasHall.com) ('the site'), which is owned by Nicholas Hall Group of Companies ('Nicholas Hall', 'Nicholas Hall & Company', 'NHC', 'Nicholas Hall & Co.', 'we' or 'our' as applicable).

These Terms & Conditions govern the use of this Site (as defined below) constitutes your agreement to this Terms & Conditions agreement. By using the Site, regardless of whether or not you choose to register, you are agreeing on behalf of your business for it to be bound by these Terms. You should therefore read them carefully to understand your business's rights and liabilities before placing an order or using the Site. The terms 'you', 'your' or 'your business' in these Terms are a reference to the business on whose behalf you act when using, registering or placing an order from this Site.

This site (together with any successor site(s) and all Services (as defined below), the "the site") is operated by Nicholas Hall Group of Companies. We provide Site users with access to information, content and services, including information, text, data, images and other similar materials (such information, content and services). Your use of the Site is governed by these Terms & Conditions (this "Agreement" or "Terms"), regardless of how you access the Site (through a mobile network, or otherwise). This Agreement is between you and us.

PLEASE NOTE: The Site may include or be used in connection with certain Third Party Applications (as defined in [Section 8](#) below). Your access to or use of such Third Party Applications may be governed by additional terms and conditions that are not set forth in this Agreement and that are made available by the particular providers of such Third Party Applications.

## **1. Acceptance of Terms**

1.1 By using the Site, you agree to the terms of this Agreement and to any additional rules and guidelines that we post on the Site. Where we have a valid reason for doing so, we may make changes to this Agreement from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when we last changed this Agreement by referring to the "LAST UPDATED" legend above.

1.2 Your use of the Site following changes to this Agreement will constitute your acceptance of those changes; provided, however, any material change to this Agreement shall not apply retroactively to any claim or dispute between you and us in connection with this Agreement that arose prior to the "LAST UPDATED" date applicable to that version of this Agreement in which we included such material change. We may, at any time, modify or discontinue all or part of the Site; charge, modify or waive fees required to use the Site; or offer opportunities to some or all Site users.

## **2. Jurisdiction**

2.1 The Site may not be appropriate or available for use in some jurisdictions. If you access the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules and regulations.

2.2 We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

## **3. Information You Submit**

3.1 Your submission of information through the Site is governed by our Privacy Policy. You agree that all information you provide to us is true, accurate and complete, and you will maintain and update such information regularly. If you choose to make any of your personally identifiable or other information publicly available on the Site, you do so at your own risk.

## **4. Content and Services available on the Site**

4.1 Nicholas Hall Group of Companies provides some content on the Site for free (e.g. executive summaries of reports and articles) and some content that we charge for (e.g. full reports). You can purchase this content at the prices stated on the Site or access it by subscribing to a service that includes such content. Any rights not expressly granted in these Terms are reserved.

4.2 If you wish to use our content in any way not expressly permitted in these Terms below (including, but not limited to making them available via an intranet or extranet or to or via a mobile device), you must first request written permission from Nicholas Hall Group of Companies. Nicholas Hall Group of Companies may grant or withhold permission for such use at its own discretion. If Nicholas Hall & Company grants you permission for such use, in addition to any other conditions applied, you must attribute the content to Nicholas Hall & Company in the following form: "source: © and database right Nicholas Hall & Company 2017. All rights reserved."

4.3 Terms of use – Content and Services available on the web app OTC Dashboard (downloadable on mobile and tablets on Android or iOS platforms). If you wish to use our content in any way not expressly permitted in these Terms below (including, but not limited to making them available via an intranet or extranet or to or via a mobile device), you must first request written permission from Nicholas Hall Group of Companies. If you take a screen shot using your mobile device or tablet, the same terms apply. You must attribute the content to Nicholas Hall & Company in the following form: "source: © and database right Nicholas Hall & Company 2017. All rights reserved."

## **5. Content for Purchase**

## Reports

5.1 Nicholas Hall Group of Companies offers for purchase market reports, country reports, global reports and company and brand profiles (**'Report(s)'**) in digital format for download from the Site or sent via FTP. For details of how you can use this content please see below.

5.2 Reports are available for download and use in certain specified formats, for example, Microsoft PowerPoint, Adobe PDF. It is your responsibility to check which format suits your needs best and which will enable you to successfully receive and access any purchased download before you place an order. Please note that from time to time Nicholas Hall Group of Companies may modify the formats in which the Reports are available, so you should always check before making a purchase.

5.3 When you purchase a Report, you may also be given access to statistical data at no extra charge. Its use is also subject to the permitted uses and restrictions of use set out below in Restrictions on the use of purchased content.

### **Restrictions on the use of purchased content– Unless written permission granted.**

5.4 You may not use the content in any way not permitted, in particular:

- You may not offer the content for resale.
- You may not scan, photocopy, fax, or in any other way reproduce or copy the content.
- You may not share the content with anybody else.
- You may not distribute the content whether by electronic mail, over any network or otherwise.
- You may not upload the content to any database or server.
- You may not display the content on any website or intranet.

## Events

5.5 The appropriate fee covers attendance at all sessions, conference documentation, lunches and coffee breaks during the meetings, and organized social functions. It does NOT include hotel accommodation or items charged to your room account, or transport to and from the conference.

5.6 Terms of cancellation of an event booking is stated on the event brochure. If you are purchasing a place via the website, please be noted that cancellation policies are as follows:

- If cancellation is made 30 days before the event, a full refund will be given and an administration fee of £100 will be deducted.
- If cancellation is made 21 days before the event, 50% refund will be given and an administration fee of £100 will be deducted.
- Any cancellation sent to Nicholas Hall & Company after 21 days will not be refunded

5.7 Nicholas Hall Group of Companies is not liable for any accident or injury which may occur during the course of the meeting or any of the functions, including the drinks reception and / or delegate dinner and / or sightseeing tour (if the event includes these social activities).

## **6. Registration**

6.1 You must be 18 years of age or over to use this Site.

6.2 You are free to browse many areas of the Site without registering. However, if you want to place an order, access purchased content or access certain other parts of the Site, then you will need to register.

6.3 You must ensure that all the information you provide when you register or place an order is true, accurate, current and complete in all respects.

6.4 You may need to register to use any part(s) of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering.

6.5 Your user name and password are for your personal use only and should be kept confidential; you are responsible for any use of your user name and password, and you agree to promptly notify us of any confidentiality breach or unauthorised use of your user name and password, or your Site account.

## **7. Our Proprietary Rights**

7.1 We, our Affiliates and our respective Providers own the information and materials made available through the Site. Such information and materials are protected by copyright, trademark, patent and/or other proprietary rights and laws. Except as expressly authorised in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the Site or any information, content or other materials made available through the Site.

7.2 We, our Affiliates and/or our respective Providers own the trade names, trademarks and service marks on the Site. All trademarks and service marks on the Site not owned by us or our Affiliates are the property of their respective owners. You may not use our trade names, trademarks and service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

PLEASE NOTE THAT UNAUTHORISED USE OF ANY SERVICE OR PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE USED BY THE SERVICES, MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, (INCLUDING, WITHOUT LIMITATION, POSSIBLE

MONETARY DAMAGES), INCLUDING, WITHOUT LIMITATION, FOR COPYRIGHT INFRINGEMENT.

## **8. Third Party Applications**

8.1 You acknowledge that you might need to download and activate certain third party software in order to download, view and use any of the digital content provided on the Site (e.g. Adobe Reader). This software will be clearly identified on the Site.

8.2 In order to use such third party software or technology you may have to explicitly accept the terms of a licence agreement with that third party. You acknowledge that Nicholas Hall & Company has no responsibility or control over such third party software or their licence terms.

## **9. Third Party Content**

9.1 The Site may incorporate certain functionality that allows, via the system or network of which the Site is a component, the routing and transmission of, and online access to, certain digital communications and content made available by third parties ("**Third Party Content**"). By using such Site functionality, you acknowledge and agree that you are directing us to access and transmit to you Third Party Content associated with such functionality. Because we do not control Third Party Content, you agree that we are neither responsible nor liable for any Third Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. We have no obligation to monitor Third Party Content, and we may block or disable access to any Third Party Content (in whole or part) via the Site at any time. Your access to or receipt of Third Party Content via the Site does not imply our endorsement of, or our affiliation with any provider of, such Third Party Content. Further, your use of Third Party Content may be governed by additional terms and conditions that are not set forth in this Agreement or our Privacy Policy (for example, terms and conditions that are made available by the providers of such Third Party Content).

9.2 This Agreement does not create any legal relationship between you and the providers of such Third Party Content with respect to such Third Party Content, and nothing in this Agreement shall be deemed to be a representation or warranty by us, or any of our Affiliates, or our respective Representatives or Providers, with respect to any Third Party Content.

## **10. Links and Feeds**

10.1 The Site may provide links to or feeds from other web sites and online resources. Nicholas Hall Group of Companies has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. Nicholas Hall Group of Companies therefore does not endorse or make any representations about them, or any material found there, or any results

that may be obtained from using them.

10.2 If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. In particular, any personal information you give to a third party website will be dealt with in line with that third party's privacy policy, not Nicholas Hall Group of Companies', so please ensure that you read their privacy policy before you provide any personal information.

10.3 Nicholas Hall Group of Companies reserves the right to withdraw linking permission at any time without prior notice.

10.4 When downloading our web app – OTC Dashboard, you agree to access the app through your mobile device or tablet via Android or iOS platforms and risks that they may apply. Nicholas Hall Group of Companies can not be held responsible for any problems caused via these platforms.

## **11. Your/Authorised users of the Site**

11.1 Nicholas Hall Group of Companies encourages your use of the Site and our content and services on the Site and Web App. However, Nicholas Hall Group of Companies requires that your use of the Site is lawful. Consequently, you may not use the Site for any illegal purpose and in particular you will not interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.

11.2 You agree to (i) use your best endeavours to ensure that Authorised Users access and use the content and services that Nicholas Hall & Company provides only in accordance with the permitted uses and restrictions of use set out in these Terms, details of which will be made available to Authorised Users upon accessing any subscription services, and in accordance with any other applicable provisions contained in these Terms; and (ii) take all reasonable steps within your power to ensure that no person, firm or company other than an Authorised User accesses or uses any subscription services. For the avoidance of doubt, acceptance by any Authorised User of the permitted uses and restrictions of use set out in these Terms shall not relieve you of any of your obligations and responsibilities under these Terms.

## **12. Intellectual Property**

12.1 You acknowledge that all copyright, database right, trade marks and all other intellectual property rights in the Site and the content made available via the Site, will at all times remain vested in Nicholas Hall Group of Companies or its licensors, which reserve all such rights.

12.2 You shall at the request and expense of Nicholas Hall Group of Companies do all such things as may be reasonably required to assist Nicholas Hall Group of Companies in taking or resisting any legal proceedings in relation to any

infringement of any such rights.

12.3 For information on how you are permitted to use the content made available on the Site, please see the permitted uses and restrictions of use set out above in these Terms.

12.4 The trademarks 'Nicholas Hall & Company', 'OTC.Newsflash', 'OTC.NewDirections', 'Nicholas Hall's OTC TalentSelect', 'Nicholas Hall's Insight', 'Nicholas Hall's OTC INSIGHT', 'Nicholas Hall's DB6', 'Nicholas Hall's OTC DASHBOARD', 'Nicholas Hall's OTC NEW PRODUCTS TRACKER' and 'OTC Training Academy' are owned by Nicholas Hall. All other brand names and trademarks that appear on the Site are trademarks or trade names of their respective holders. No permission is given in respect of the use of any of these brands or trademarks, and any such use may constitute an infringement of the holder's rights.

### **13. Confidentiality**

13.1 The parties to any contract made under these Terms acknowledge that they or their employees may, in the course of performing their responsibilities under these Terms, be exposed to or acquire non-public information which is proprietary to or confidential to either party or third parties to whom they owe a duty of confidentiality ("Confidential Information"). The parties agree to hold Confidential Information in strict confidence and not to disclose the same to third parties or to use such Confidential Information for any purpose whatsoever other than the provision of content and services to you and Authorised Users as contemplated by these Terms and to advise each of its employees who may be exposed to Confidential Information of their obligations to keep such information confidential. This provision shall survive termination of any contract made under these Terms.

13.2 Nicholas Hall Group of Companies agrees that it will not, without your prior written consent, represent, directly or indirectly, that any product or any service(s) provided by Nicholas Hall & Company has been approved or endorsed by you. This provision shall survive termination of any contract made under these Terms.

### **14. Limitations of liability and disclaimers.**

14.1 Limitations of liability and disclaimers to the extent permitted by applicable law, the site and all goods, services, products, third party applications, third party content, information and materials made available through the site are provided to you "as is" without any express representations or warranties of any kind, and we, our affiliates and our respective representatives and providers disclaim, to the extent permitted by applicable law, all statutory or implied representations, warranties, terms and conditions with respect to the site and all goods, services, third party applications, third party content, information and materials made available through the site, including the representations and warranties of satisfactory quality, merchantability, fitness for a particular purpose and non infringement.

14.2 Certain providers may separately provide limited representations and/or warranties regarding their third party applications; please check with such providers for further information. We make no representation or warranty that the site (or any part thereof), or any goods, services, third party applications, third party content, information or materials made available through the site is or will be accurate, complete, error-free, or compatible with any particular software or hardware.

14.3 Further, we make no representation or warranty that any software, hardware, equipment or other device or system using the site or any goods, services, third party applications, third party content, information or materials made available through the site will function in any manner. You hereby agree that it is your sole responsibility to (a) obtain and pay for any software, hardware or services (including internet connectivity) needed to use the site and (b) ensure that any software, hardware, equipment, devices, systems or services that you use will function correctly with the site and any goods, services, third party applications, third party content, information or materials made available through the site.

14.4 You agree that you must evaluate any reliance on the accuracy, completeness, or usefulness of any third party applications, third party content, information or materials made available through the site.

We, our affiliates and our respective representatives and providers will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind in connection with the site, nor for any damages for loss of profits, loss or interruption of business, loss of use, loss of data, loss of other intangibles, loss of security of information you have provided in connection with your use of the site (including, without limitation, in connection with your use or receipt of any third party applications or third party content), or unauthorised interception of any such information by third parties, even if advised in advance of such damages or losses. Our maximum liability for all damages, losses and causes of action, whether in contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise shall be the total amount paid by you to us to access and use the site. Notwithstanding the previous paragraph, nothing in this agreement shall exclude or limit in any way our liability for gross negligence, fraudulent misrepresentation, for death or personal injury caused by our negligence or the negligence of our agents or employees or for any other liability that cannot be excluded or limited by applicable law.

It is possible that applicable law may not allow for limitations on certain implied warranties or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

While we try to maintain the security of the site, we do not guarantee that the site or any third party applications will be secure or that any use of the site or any third party applications will be uninterrupted. Additionally, third parties may make unauthorised alterations to the site or any third party applications. If you become aware of any unauthorised third party alterations to the site, contact us at [info@nicholashall.com](mailto:info@nicholashall.com) with a description of the material(s) at issue and the URL or

location of such materials.

## **15. Indemnity**

15.1 Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless us, our Affiliates and our and their respective Representatives and Providers from and against all claims, losses, costs and expenses (including reasonable attorneys fees) arising out of (a) your use of the Site in breach of this Agreement; (b) any violation of this Agreement by you; or (c) any claim that your Submission or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party, including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing.

## **16. Termination**

16.1 This Agreement is effective until terminated. We may, at any time and for any valid reason, terminate your access to or use of: (a) the Site, (b) your user name and password or (c) any files or information associated with your user name and password.

16.2 If we terminate your access to the Site, you will not have the right to bring claims against us, our Affiliates or our respective Representatives and Providers with respect to such termination.

16.3 We and our Affiliates and our respective Representatives and Providers, shall not be liable for any termination of your access to the Site or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

16.4 We may take reasonable steps that we believe are appropriate to enforce or verify compliance with any part of this Agreement (including our right to cooperate with any legal process relating to your use of the Site or any third party claim that your use of the Site is unlawful or infringes such third party's rights).

## **17. Complaints**

17.1 If you have any complaints, please contact Nicholas Hall & Company via e-mail at [info@NicholasHall.com](mailto:info@NicholasHall.com) or by post (at the address below) and Nicholas Hall & Company will do its best to resolve these.

## **Company Details belonging to Nicholas Hall Group of Companies**

### **Nicholas Hall & Company trading as Nicholas Hall Europe Limited ('NHC')**

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Registered Office: Acre House, 11-15 William Road, London, NW1 3ER, UK

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Registered in Guernsey, registration number 34821

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