

Client Reporting Portal – Terms of Use

THESE TERMS OF USE

Thank you for visiting our Client Reporting Portal (also referred to as "Portal"). Access to and use of this Portal is governed by these terms and conditions, as well as any applicable laws, statutes, ordinances and regulations. By browsing, visiting or otherwise accessing or using this Portal, you agree to abide by these terms. As used in this Portal, the term "ABA / Kokoro" is intended to include ABA Market Research Ltd and their respective divisions, subsidiaries and affiliated companies.

We may amend these Terms of Use from time to time, and the revised version will be effective when displayed here.

WHO WE ARE

Kokoro is a trading name of ABA Market Research Limited, a limited company registered in England and Wales, Reg. No. 04404540. Our registered office is: Hart House, 6 London Road, St. Albans, Hertfordshire, AL1 1NG.

PERMITTED USE OF THE PORTAL

The Portal enables you to view customer feedback collected during the Client Company's market research projects.

You may only use the Portal for your lawful internal business purposes and only in accordance with these Terms of Use. You must not use the Portal for any other purposes without our permission.

Rights to access and use this Client Reporting Portal are in accordance with the contract between Kokoro and the Client Company:

- the Client Company determines who is an authorised user and what level of access to the Portal that authorised user has;
- the Client Company is responsible for all authorised users' use of the Portal;
- if there is any dispute between the Client Company and an authorised user regarding access to the Portal, the Client Company shall decide what access or level of access that user shall have, if any.

You may retrieve and display content from the Portal on a computer screen or a printed copy, subject to the next section. Additional terms may also apply to certain features, parts or content of the Portal and, where they apply, will be displayed before you access the relevant features, parts or content.

PROHIBITED USE OF THE PORTAL

Except to the extent expressly set out in these Terms of Use you may NOT:

- store pages of the Portal on a server, or other storage device; or create an electronic database by systematically downloading and storing any or all of the webpages of the Portal; or
- remove or change any content of the Portal; or attempt to circumvent security; or interfere with the proper working of the Portal or the servers on which it is hosted; or
- copy or adapt any software, or other code or scripts, forming part of our Portal nor attempt to transmit to or via our Portal any information that contains a virus, worm, Trojan horse or other harmful or disruptive component; or
- create links to the Portal from any other website, without prior written consent from us.

You must only use the Portal and anything available from the Portal for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

All rights granted to you under these Terms of Use will terminate immediately in the event that you are in breach of any of them.

ACCESS TO THE PORTAL

You must ensure that all login details required to access the Portal are kept secure and confidential. You must immediately notify Kokoro of any unauthorised use of your login details or any other breach of security. You must take all other actions that Kokoro reasonably deems necessary to maintain or enhance the security of Kokoro's computing systems and networks and your access to the Portal.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in any content of the Portal (including, but not limited to, text, graphics, software, photographs and other images, videos, sound, trade-marks and logos) are owned by us or our licensors. Except, as expressly set out here, nothing in these Terms of Use gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by accessing, downloading or otherwise using in any way any content from the Portal. If you print, copy or store pages from the Portal (which you may only do as permitted by these Terms of Use), you must ensure that any copyright, trade-mark or other intellectual property right notices contained in the original content are reproduced in full.

CONTENT

We may change the format and content of the Portal from time to time. We neither make nor give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Portal and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Portal or relying on any of its content.

We cannot and do not guarantee that any content of the Portal will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content. Terms Of Use – Client Reporting Portals v1.1 Page 2 INTERNAL

OUR LIABILITY

We are not responsible if you cannot access the Portal properly or at all, and we cannot guarantee that the Portal will be error-free or will work all the time. We cannot guarantee the continuous, uninterrupted or operability of the Portal. There may be times when certain features, parts or content of the Portal, or the entire Portal, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third-party for any unavailability, modification, suspension or withdrawal of the Portal, or any features, parts or content of the Portal.

Nothing in these Terms of Use shall limit or exclude our liability to you for death or personal injury caused by our negligence or for fraudulent misrepresentation or any other liability that may not, under English law, be limited or excluded. Subject to this, in no event shall we be liable to you for any business losses, loss of profits, revenue, contracts, data, goodwill and/or for any indirect or consequential losses.

You agree to indemnify us for all direct and indirect losses we incur as a result of your use of this Portal otherwise than in accordance with these Terms of Use.

THIRD-PARTY CONTENT AND LINKS AVAILABLE ON THIS SITE

We are not liable or responsible for the third-party content on the Portal. Third-party content includes (but is not limited to), for example, the content of advertisements.

The Portal may, from time to time, include links to external websites. We have included links to these websites, which are operated by third-parties, for your information only and you access them at your own risk. We are not liable or responsible for the content of these third-party websites and do not guarantee that they will be continuously available. The fact that we include links to such external websites does not imply any endorsement of, or association with, their operators.

GENERAL AND GOVERNING LAW

If any part or provision of these Terms of Use is found to be ineffective or unenforceable, this shall not affect the validity of any other part or provision of these Terms of Use or the Terms of Use as a whole.

These Terms of Use shall be governed by English law, and you agree that any dispute regarding the Portal will only be dealt with by the English courts. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.