



## TERMS & CONDITIONS

These terms and conditions (“terms”) apply to the use of the Global Connected Health Survey website (“the website”) and the purchase of any syndicated research findings offered for sale on the website. Please read our terms carefully. We recommend that you print these terms out for reference in the future.

- 1) [Legal details](#)
- 2) [Website copyright notice](#)
- 3) [Research Terms and Conditions of Purchase](#)

### 1) Legal details:

Ipsos Healthcare is a division of Ipsos MORI UK Limited (also referred to as “Ipsos MORI”), a company registered in England and Wales (Company number 1640855). Registered address: 3 Thomas More Square, London E1W 1YW. VAT registration number: 581823917

The registered address of Ipsos MORI’s ultimate holding company is as follows:

Ipsos S.A., 35 rue du Val de Marne, 75628, Paris cedex 13, France.

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### 2) Website copyright notice

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### 3) Research Terms and Conditions of Purchase

By submitting an order for any syndicated research findings, such as a Report or Executive Summary from this site, you are entering into an agreement (the “**Agreement**”) between your organisation and Ipsos MORI for the provision of the Syndicated Research Findings (as defined below).

#### Definitions and interpretation

Unless the context otherwise requires, the following further definitions shall apply:

“**Client**” means the person or entity whose request for the Syndicated Research Findings is accepted by Ipsos MORI.

“**Syndicated Research Findings**” means syndicated research reports as set out on the website.



## **PRICE AND PAYMENT**

1. The price of the Syndicated Research Findings shall be the fee quoted on the website at the time the order is placed. All fees quoted exclude Value Added Tax and/or any other required taxes or duties.
2. Unless otherwise agreed in writing, the fee will be invoiced as set out on the website.
3. The fee is payable by the Client on receipt of Ipsos MORI's invoice. All payments shall be made in full without deduction in respect of any set-off or counterclaim. Unless specific alternative terms have been agreed in the subsequent to placing the order, Ipsos MORI places a 5% surcharge on all invoices, and such surcharge shall be deductible if the invoice is paid within 30 days of the date of the invoice. If on expiry of 60 days any invoice remains unpaid Ipsos MORI will add a further surcharge of 2.5% for each month or part month during which the monies have not been received.
4. If the Client fails to make any payment thirty (30) days after the due date, then without prejudice to any other right or remedy available to Ipsos MORI, Ipsos MORI shall be entitled to terminate the Agreement.

## **CONFIDENTIALITY**

5. The Syndicated Research Findings constitute confidential information and Client shall not disclose such confidential information to any third party, except for those of its employees with a need to know the information and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. Client further agrees to use the same degree of care in safeguarding the confidential information as its uses for its own information, but in no event less than a reasonable degree of care.

## **LIMITED LICENSE & INTELLECTUAL PROPERTY RIGHTS**

6. Ipsos MORI shall at all times retain sole and exclusive ownership rights in the Syndicated Research Findings.
7. Client may not sell, distribute, copy or reproduce in full or in part any of the Syndicated Research Findings, without authorisation from Ipsos MORI, which Ipsos MORI may withhold in its sole discretion.
8. This Agreement constitutes a revocable, non-exclusive license from Ipsos MORI to Client to use the Syndicated Research Findings solely for internal purposes, subject at all times to the ownership rights of Ipsos MORI set forth herein.

## **USE OF SYNDICATED RESEARCH FINDINGS**

9. Any use or disclosure of the Syndicated Research Findings other than as permitted this Agreement is prohibited. This would prohibit, for example, any disclosure to consultants or use in any legal proceedings without Ipsos MORI's prior written consent. This condition shall survive the expiration or termination of the Subscription.

## **INDEMNIFICATION**

10. The Client shall indemnify and hold harmless Ipsos MORI, its employees, officers, directors and agents from and against any and all loss, claim or liability, including without limitation reasonable legal fees and costs, that may arise in connection with (i) the Client's disclosure of the Syndicated Research Findings to any third party, (ii) the use of the Syndicated Research Findings in the public domain by the Client or any third party to whom the Client has disclosed the Syndicated



Research Findings and (iii) the use of the Syndicated Research Findings for litigation purposes.

11. In the event that Ipsos MORI or any of its employees, agents or subcontractors is served with or becomes subject to any subpoena, order or other legal process in a legal proceeding to which Ipsos MORI is not a party, seeking disclosure of any materials or information related to the Syndicated Research Findings that Ipsos MORI renders or delivers to Client hereunder, then Client shall bear and/or reimburse Ipsos MORI for all costs and expenses, including but not limited to, reasonable legal fees and costs, related to Ipsos MORI's response, compliance with or resistance thereto.

## **LIABILITY**

12. Ipsos MORI will use reasonable skill and care to ensure the accuracy of its reports, models and other presentations of Research. However, because of the nature of the services provided to the Client, Ipsos MORI does not warrant the accuracy of the Research Findings or the data provided to the Client. In addition, Ipsos MORI will not be responsible for its failure to provide the Research due to circumstances beyond its control.
13. The Client acknowledges that it has entered into the Agreement in reliance only on the representations, warranties promises and terms contained in the Agreement and, save as expressly set out in the Agreement, Ipsos MORI shall have no liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.
14. Except as expressly provided in this Agreement and to the fullest extent permitted by law, Ipsos MORI hereby disclaims all warranties, conditions or other terms implied by statute or common law with respect to the Research and the Research Findings, including but not limited to any implied warranty of fitness for purpose.
15. Ipsos MORI excludes any liability of loss of contract, loss of profit, loss of revenue and loss of business, whether direct or indirect, and any incidental, indirect, exemplary, special or consequential loss or damage of any kind whatsoever arising out of or in connection with the contract whether or not such party was advised of the possibility of such damage and whether based in breach of contract, tort or any other theory at law or in equity.
16. The maximum liability of Ipsos MORI for any breach of these Terms and Conditions shall be limited to the amount of fees received by it in relation to the research which is the subject of the claim.

## **TERMINATION**

17. Either party shall have the right to terminate the Agreement with immediate effect, at any time, if the other party fails to perform any material obligation or to cure a material breach, subject to the breaching party receiving written notice of such failure to perform or material breach and provided further that such failure to perform or breach is not cured within fifteen (15) business days of receiving such notice

## **GENERAL**

18. Any notice to either party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at or sent by prepaid first class post, prepaid recorded delivery or fax to the address of the party as notified in writing from time to time.



19. Nothing in this Agreement shall create a partnership or joint venture between the parties or render a party the agent of the other nor shall a party hold itself out as such (whether by an oral or written representation or by any other conduct).
20. No express or implied term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act of 1999 by any person who is not a party to it.
21. If either party fails to fully exercise any right, power or remedy under this Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of this Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder.
22. To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction. If a court or other decision-maker should determine that any provisions of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.
23. This Agreement together with any documents annexed hereto or referred to herein sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement and shall not be modified except in a writing signed by both parties.
24. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England.

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