



GfK's Online Terms & Conditions

These Terms & Conditions of GfK shall apply to the use of the GfK online web application gfknewron including the underlying software, interface, codes and data ("Application") as well as the data collected, compiled and made available by GfK or its Affiliates in the Application, including point of sale tracking data as well as all reports and research information produced by GfK or its Affiliates and provided to Seller ("Data").

These Terms & Conditions are addressed to the Seller participating in GfK's Retail Panel via Amazon Seller Central ("Seller") and the respective employees of Seller who intend to use the Application (hereinafter referred to as "End User").

Clicking the "I agree" button at the end of these Terms & Conditions formally confirms that you acknowledge these Terms as legally binding.

1 Supply of Data and Application.

- 1.1 GfK holds all rights, title, and interest, including but not limited to any intellectual property or related rights in the Data and Application and GfK shall supply to Seller access to the Application for the Term subject to Seller's adherence to these Terms & conditions.
- 1.2 Seller may authorize its End User to use the Data and Application subject to Seller ensuring that such End User adhere to these Terms & Conditions. Seller shall be liable for the acts and omissions of its End User.
- 1.3 Seller shall use the Data and Application exclusively for authorized and legal purposes.
- 1.4 Seller shall cooperate with GfK in order to provide the Data and Application to Seller, including providing security access, information and software interfaces between the Application and Seller's systems and personnel as may be required by GfK.

2 License.

- 2.1 Subject to Seller's compliance with these Terms & Conditions (and ensuring compliance by End Users), GfK grants to Seller for the term, a non-exclusive, non-transferable, limited license to allow Seller to use the Data, access the Application and to utilize the Application solely for Seller's internal business purposes. Seller is not permitted to make the Data or parts thereof and the Application available to a third party.
- 2.2 The Application is the sole property of GfK. Seller agrees that it will not without the prior written consent of GfK: (i) demonstrate, copy, sell or market the Application (or any part thereof); (ii) publish or otherwise disclose information relating to performance or quality of the Application to any third party; (iii) modify, reuse, disassemble, decompile, reverse engineer or otherwise translate the Application; (iv) except for its own internal business purposes, create derivatives of any outputs obtained through the Application or combine such outputs with other sources of market research or presentations of market or statistical analysis.
- 2.3 Seller acknowledges that GfK has made and continues to make substantial investments in obtaining, verifying, selecting, coordinating, developing, presenting and supplying the Data. Seller agrees to treat all Data as confidential information and will not without the prior written consent of GfK: (i) demonstrate, copy, sell or market any Data to any third party, (ii) publish or otherwise disclose information relating to the performance of Data to any third party, (iii) modify, reuse, disassemble, decompile, reverse engineer or otherwise translate the Data, (iv) except for its own internal business purposes, create derivatives of the Data or combine the Data with other sources of market research or presentations of market or statistical analysis.
- 2.4 GfK may change delivery, format and the content of the Data (e.g. segmentations, channels groups or features) or aggregate data including in order to anonymize data or comply with confidentiality obligations towards retailers or resellers. Such changes shall not materially affect the quality of any Data supplied to Seller.

3 Collection of Seller Information.

- 3.1 Seller hereby authorizes GfK to access Seller usage and performance data through the Application. Such data shall be used to improve the User experience, including to correct Application errors, to maintain and improve GfK products and services, to deliver support services, and to monitor license compliance.
- 3.2 Additionally, to the extent that any Application usage and performance data constitutes personal data under any applicable law, then GfK agrees that any such data will be treated as confidential information and processed by GfK only in accordance with all applicable laws and Client warrants that it has the necessary authority (or consent as relevant, including from the Users) to make such data available and that it allows GfK to use and process the data on a worldwide basis.

4 Warranties.

- 4.1 GfK does not represent or warrant to Seller that Seller's use of the Data and Application will meet Seller's needs or that Seller's use of the Application will be uninterrupted, timely, secure or free from error.

5 Disclaimer.

GfK shall not be liable for any Losses resulting from any actions taken on the basis of using the Data and Application. Where advice, opinions or recommendations are given by GfK or within the Application, then these shall not constitute a warranty by GfK as to their accuracy.

6 Indemnification / Limitation of Liability.

- 6.1 Nothing in these terms & conditions excludes or limits the liability of either Party in respect of: (i) death or personal injury; (ii) intent or gross negligence; (iii) fraud, fraudulent misrepresentation or fraudulent misstatement; nor (iv) the indemnities as set out in clause 10.
- 6.2 Subject to clause 6.1., GfK's liability shall be limited to €5,000.00.
- 6.3 GfK shall not be liable for any special, indirect or consequential loss or damages including any loss of business, profits or goodwill.

7 Governing Law and Jurisdiction.

The Order Form and these terms & conditions and any dispute or claim therefrom arising shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. Exclusive court venue is Nuremberg.