

## THE FUTURE LABORATORY – LS:N GLOBAL

### Subscription Schedule (the “Subscription Schedule”)

The Future Laboratory agrees to make the LS:N Global service, which allows you to access data containing information about trend forecasting and consumer activity (the “**Service**”), accessible to you on the terms set out here.

The Future Laboratory is made up of the following different legal entities:

- The Future Laboratory Limited (a company registered in England under number 04082552) whose registered office is at 6 Orsman Road, London, N1 5QJ, United Kingdom
- The Future Laboratory (Aust) Pty Ltd (ACN 601 561 657) whose registered office is at Level 16, 414 La Trobe Street, Melbourne, Victoria 3000, Australia

The Subscription Schedule as set out below together with the Terms of Use forms the entire agreement between the client (“**you**”) and The Future Laboratory, or any of its affiliated companies named on the relevant Order (“**us**”, “**we**” or “**our**”).

#### 1. Subscriptions

1.1. Orders for the Subscription Service may be made:

- 1.1.1 by placing an Order for a monthly subscription via our website (“**Monthly Subscription**”) in which case the Agreement will start when payment details are entered and you indicate your acceptance of the Order and the Terms of Service by clicking “I accept” or similar; or
- 1.1.2 by signing (either electronically or manually) a booking form issued by us (“**Premium Subscription**”) in which case the Agreement will start on the Start Date stated in the Order.

#### 2. The Subscription Service

- 2.1 We may in our absolute discretion from time to time either host the Subscription Service on our own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements on you and/or Members, or reasonably restrict your and/or Members’ rights, due to the requirements of our third party suppliers. Where reasonably practicable, we will endeavour to give you reasonable warning.
- 2.2 You acknowledge that we are unable to update the Subscription Service immediately upon becoming aware of any change in information or data supplied by third parties and there may be a time lag in making any updates. As such, we make no guarantee in respect of the accuracy of the information available on the Subscription Service at any given time.
- 2.3 The Services and your Members’ access to them shall be subject to such restrictions as may be specified in the relevant Order.
- 2.4 We are not responsible for any connections from your system to ours. You shall be responsible for obtaining and paying for and having in place on or prior to the Start Date and maintaining any necessary hardware, communications links, equipment and software in order to obtain access to the Subscription Service.
- 2.5 We reserve the right at our discretion to:
  - 2.5.1 make changes to or withdraw or suspend the Subscription Service and the Tools & Content made available through it; and
  - 2.5.2 rename the Subscription Service at any time.

### 3. **Authorised Use**

- 3.1 You shall ensure that the Subscription Service is accessed only by Members who: are using an email address with your organisation's email domain; have been authorised by you; and have been issued with a username and password by us. You shall not allow access to the Subscription Service to any Member in excess of the number of authorised Members stipulated in the Order.
- 3.2 You shall use the Subscription Service and the Tools & Content strictly for the Purpose only, and, except with our prior written consent, you shall not use, store, copy, download, or deal with the Subscription Service or the Tools & Content in any manner or for any other purpose except as expressly permitted by and as set out in the Terms of Use and elsewhere in this Agreement, and you shall procure that all Members do the same.
- 3.3 You shall not, and shall procure that Members shall not, use or access the Subscription Service in such a way to cause the Subscription Service (or our services similar to the Subscription Service), to be interrupted, damaged, rendered less efficient or in any way impaired.
- 3.4 You shall ensure that all Members are aware of and agree to any terms of use applicable to use of the Subscription Service that we may publish from time to time governing the use of the Subscription Service, as such terms may be updated from time to time.
- 3.5 You shall ensure that the Subscription Service is only accessed by authorised Members who have provided accurate registration information. You shall notify us as soon as a Member leaves your company.
- 3.6 You shall keep, and procure that Members keep, their usernames and passwords to access the Subscription Service strictly confidential and secure (including from other Members or colleagues) and that usernames and passwords are immediately changed if you or they know or suspect that any unauthorised third party becomes aware of that username and password or if you or they become aware of any unauthorised use of a username and password or there is any breach of security known to or suspected by you or them.
- 3.7 You shall immediately notify us on becoming aware of any unauthorised use or attempted unauthorised use or access of the Subscription Service or Tools & Content and you shall be liable for any unauthorised access occurring as a result of breach of Clause 3.6.
- 3.8 You shall be responsible for ensuring that, and hereby warrant and undertake to us that, the use of the Subscription Service by you and each of your Members:
  - 3.8.1 does not interfere with any of our other clients' or any other Member's use of the Subscription Service; and
  - 3.8.2 does not contain any material detrimental to us or the Subscription Service, including any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 3.9 You warrant that you:
  - 3.9.1 shall promptly inform us if you and/or Members discover any errors or inaccuracies in the Subscription Service;
  - 3.9.2 shall not attempt to interfere or tamper with the Subscription Service and/or the Tools & Content at any time;
  - 3.9.3 shall not make or give any promises, warranties, guarantees or representations to any third party concerning the Subscription Service other than those specifically approved by us in writing.
- 3.10 You acknowledge that the functionality of the Subscription Service allows the collection and recording of information relating to it ("**Customer Information**") and that Customer Information includes your and/or Members' use and access and the use and access of our other customers. Customer Information is valuable to us for the purposes of

analysing and understanding market trends. You confirm that you consent to us viewing, monitoring, collecting and recording generic information about your and/or Members' use of the Subscription Service, Tools & Content and to us collating, compiling, reformatting, reproducing, adapting, translating, arranging, publishing, selling, distributing, dealing with or otherwise commercially exploiting any part of such information or otherwise making it available to any third party on such terms as we deem appropriate. Further details are set out in the Privacy Notice, available [here](#).

#### **4. Intellectual Property Rights**

- 4.1 The Intellectual Property Rights in the Subscription Service (including all trade marks applied by us to it) and the Tools & Content is owned by us or our licensors. We hereby grant to you a limited personal, revocable, non-exclusive, non-assignable, non-sub-licensable licence to use the Subscription Service and such Tools & Content as we may make available to you, provided that you comply with this Agreement, and use them strictly for the Purpose only.
- 4.2 We may insert or apply any applicable copyright, trade mark or other notices in respect of our Intellectual Property Rights to or on the Subscription Service or Tools & Content and you shall not remove, erase, obstruct, change or object to any of them.
- 4.3 You acknowledge that civil and criminal penalties may be incurred in the event of any infringement of our Intellectual Property Rights, and that any such infringement by you may result in incalculable damage and/or loss to us, and accordingly you agree that, in addition to any other right or remedy available to us, we shall be entitled to immediate injunctive relief to restrain any actual or apprehended infringement. You undertake to indemnify us in full, against all loss, damage, costs and expenses (including loss of profit) which may be incurred by us by reason of any such infringement.
- 4.4 If you become aware of any improper or wrongful use of the Subscription Service or Tools & Content or our Intellectual Property Rights in any way, you shall inform us of such use as soon as reasonably practicable. You shall, if requested by us, assist us (at our cost) in taking any steps in connection with the protection or defence thereof as we may reasonably determine.
- 4.5 **Term and Termination**
- 4.6 Monthly Subscriptions last for a period of one year from the Start Date (the "**Initial Term**") and renew automatically for subsequent periods of one year (each a "**Renewal Term**") at the end of the Initial Term and at the end of each Renewal Term unless you give us not less than 90 days' written notice before the end of the Initial Term or the current Renewal Term.
- 4.7 Unless different terms are set out on the relevant Order, Premium Subscriptions last for a period of one year from the Start Date (the "**Initial Term**") and renew automatically for subsequent periods of one year (each a "**Renewal Term**") at the end of the Initial Term and at the end of each Renewal Term unless either Party gives written notice to the other not later than 90 days before the end of the Initial Term or the current Renewal Term.
- 4.8 If either Party gives notice in accordance with Clause 4.7, the Agreement will end at the end of the Initial Term or the current Renewal Term, as applicable.
- 4.9 Where an Order for a Premium Subscription includes tickets for Events, such tickets can only be used during the Initial Term or the current Renewal Term, as applicable, and cannot be rolled over to the next Renewal Term.

#### **5. Fees and Payment**

- 5.1 Except as set out in the relevant Order, all Fees are payable at our current published rates from time to time, and are non-refundable.
- 5.2 Payment of Fees for Monthly Subscriptions must be made by credit or debit card via our website. The first payment will be taken by us at the time the Order is placed and monthly payments will be taken automatically unless and until the Agreement is terminated.

- 5.3 Unless otherwise stated on the Order, 100% of the Fees for Premium Subscriptions covering the Initial Term will be invoiced on receipt by us of the executed Order from you and 100% of the Fees for each Renewal Term will be invoiced on each anniversary of the Start Date unless and until the Agreement is terminated.
- 5.4 Unless different terms are agreed by us and set out in the relevant Order, all Fees for Premium Subscriptions are payable within 30 days of the date of our invoice.
- 5.5 If the Agreement has not been terminated in accordance with Clause 4.7, but you notify us in writing that you do not wish to continue your Premium Subscription at any time within the first 30 days of the new Renewal Term, we will reduce the annual Fees by 75% and the Agreement will terminate 90 days after the start of the new Renewal Term.
- 5.6 We may increase the Fees payable for the Subscription Service (including in respect of any Fees due but not yet paid) at any time by giving you not less than 30 days' written notice of such increase, such increase to take effect:
  - 5.6.1 in the case of Monthly Subscriptions, at the beginning of the month following the end of the expiry of such 30 day notice period; and
  - 5.6.2 in the case of Premium Subscriptions, at the beginning of the next Renewal Term (if any).

## **6. Changes to this Schedule**

- 6.1 We reserve the right to modify this Schedule and any modification is effective 30 days after it is posted on our website or sent to you by email. Your continued use of the Subscription Service following such time shall be deemed an acceptance of all such modifications, except that any modifications that apply to Premium Subscriptions which have a materially detrimental effect on you, other than modifications imposed on us by our licensors, shall not be effective until the end of the Initial Term or current Renewal Term, as applicable.

## **7. Notices**

- 7.1 All notices given by you to us in connection with the Subscription Service must be sent by email to [help@lsnglobal.com](mailto:help@lsnglobal.com).
- 7.2 We may give notice to you via our website and such notice will be deemed received and properly served three hours after having been posted on our website.

**The Subscription Schedule was most recently updated on 5 May 2023**