

## CEEDA SURVEY SERVICES SUBSCRIPTION AGREEMENT

This agreement outlines the terms and conditions under which Ceeda Research Limited agrees to provide Ceeda Survey Services to the Customer.

### TERMS USED IN THIS AGREEMENT

For the purposes of this agreement the terms:

"you", "your" and "yourself" refer to the Customer;

"we", "us" and "our", refer to Ceeda Research Limited, Company No. 4709056, Registered address 14 High Street, Yarm, Stockton on Tees, TS15 9AE;

"Customer" refers to the person or company placing an order for the Ceeda Survey Service from Ceeda Research Limited;

"Ceeda Survey" refers to the questionnaire survey or surveys supplied by us as part of the Ceeda Survey Service;

"Ceeda Survey Service Order" is confirmation of the Customers acceptance of a Ceeda Survey Quote and the terms of this agreement;

"Ceeda Survey Benchmark" refers to the aggregated anonymised results of all surveys completed on the Ceeda Survey System;

"Ceeda Survey Service Quote" refers to a quotation for delivery of the Ceeda Survey Service including the service to be provided. and the fees to be paid by the Customer;

"Ceeda Survey Service" refers to the services to be provided under this agreement as set out in paragraph 1 including any further services specified in the Ceeda Survey Order;

"Ceeda Survey System" refers to the survey platform used to deliver the Ceeda survey service;

"Fees" means the charges for the services;

"Free Trial" means access to a specified service for a fixed period without charge;

"Subscription" refers to this written agreement;

"Survey Respondent" refers to an individual completing a Ceeda survey questionnaire.

By accepting this agreement, either by clicking a box when placing an order on-line or clicking a confirmation link in an order placed by email, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

**FREE TRIAL** Where offered, the terms of the trial will be stipulated in writing and override paragraphs 3 and 5 of this agreement. Notwithstanding any terms set out in this agreement or stipulated we reserve the right to withdraw access via a Free Trial at any time.

### 1 THE SERVICES

This Subscription entitles you to use the Ceeda Survey Service as specified in your Ceeda Survey Order. It includes:

- 1.1 Supply and hosting of Ceeda Surveys on-line
- 1.2 Instructions for you on how to issue invites to survey respondents; you will be responsible for issuing survey invitations
- 1.3 Unlimited on-line completions of Ceeda Surveys
- 1.4 Secure on-line access to live survey reports on your Ceeda Surveys and comparison with Ceeda Survey Benchmarks.

### 2 SERVICE DELIVERY

We will process your request for services as follows:

- 2.1 Orders for Ceeda Survey Services received on-line or by email and paid by debit/credit card transaction will be issued a welcome pack by email within 5 working days of cleared payment
- 2.2 Orders for Ceeda Survey Services received on line or by email and paid for by monthly direct debit will receive a welcome pack by email within 5 working days of receipt of a validated direct debit mandate from your bank
- 2.3 Orders for Ceeda Survey Services received on line or by email and paid for by monthly bank standing order will receive a welcome pack by email within 5 working days of cleared funds being credited
- 2.4 Orders for Ceeda Survey Services received on line or by email and paid for by invoice will receive a welcome pack by email within 5 working days of cleared funds being credited
- 2.5 The welcome pack will contain instructions on how to access the Ceeda Survey Service
- 2.6 The term of the Subscription will commence on the date the terms in this agreement are accepted.

### 3 SUBSCRIPTION AND FEES

- 3.1 Ceeda Survey Services are delivered on a subscription basis: all services will be terminated on expiry of a valid subscription (see also paragraphs 6 though to 7)
- 3.2 We reserve the right to refuse to accept any application for a Subscription.
- 3.3 Subscription to Ceeda Survey Services is on a continuous service basis. This means that, subject to the terms and conditions of this Agreement, we will automatically renew your Subscription at the end of its term unless your Subscription is cancelled.
- 3.4 A minimum 12-month contract term applies. If you cancel your Subscription within the minimum 12-month contract term you will be legally obliged to settle the balance of fees due for the 12-month period. See para 6 on how to cancel this agreement.
- 3.5 You agree to pay the Fees at the rates in effect when the charges are incurred. You can get details of these rates at [www.ceeda.co.uk](http://www.ceeda.co.uk) or by telephoning 0845 6800631.
- 3.6 You are required to pay the prevailing rate of VAT on all products and services supplied.
- 3.7 Payment options vary according to contract value and may include monthly Direct Debit, standing Order, credit/debit card transaction or invoice. Payments can be set up on-line or by telephone.
- 3.8 You must provide us with complete and accurate payment information and notify us of any changes to bank account details where Direct Debit arrangements are in place.
- 3.9 We reserve the right at our discretion, to revise Ceeda Survey Services fee structures and payment options. Fees will remain fixed within the minimum 12-month contract term. Any revisions to fees will be notified to Customers in writing 30 days before revisions take effect.

### 4 PRIVACY POLICY

- 4.1 Full details of how we process your personal data and the personal data of survey respondents is outlined in our [privacy policy](#). This policy documents our and your data protection responsibilities in compliance with the General Data Protection Regulation (GDPR) (EU) 2016/679. You must confirm that you have read and accept this agreement and our privacy policy by clicking a box when placing an order on-line or clicking a confirmation link in an order placed by email.

## 5 RENEWALS

- 5.1 If you pay for a Subscription by bank monthly direct debit or standing order, there is no need to renew your Subscription as it will continue until you cancel your direct Debit or standing Order (subject to the minimum contract term and notice period in accordance with paragraph 3.4). You will continue to receive the Ceeda Survey Service until you cancel your direct debit or standing order. If we change the Fees we will inform you of this so that you can choose whether to cancel your direct debit or standing order. The Fees will not be changed within the initial 12-month contract term.
- 5.2 If you have paid by a credit or debit card transaction or invoice we will remind you that your Subscription is due for renewal 30 days before it expires. If we have changed the Fees since your last payment we will inform you of this in the renewal reminder notice so that you can choose whether to proceed with the renewal. Payment options will be outlined in your renewal notice.

## 6 CANCELLATION BY YOU

- 6.1 If you pay for your Subscription by direct debit or standing order you can cancel the direct debit or standing order at any time after your initial payment has been made by writing to your bank or building society. Your Subscription is subject to a 12-month minimum contract term in accordance with para 3.3. If you cancel your direct debit, standing order or other payment agreement within the minimum contract term you will be legally obliged to settle the outstanding amount via another means of payment. Please notify us in writing of your intention to cancel your Subscription and direct debit/standing order arrangement: email [enquiries@ceeda.co.uk](mailto:enquiries@ceeda.co.uk) or post to Ceeda Subscriptions, Ceeda Research Limited, 14 High Street, Yarm, Stockton on Tees, TS15 9AE.
- 6.2 If you pay for your Subscription by annual credit/debit card payment you can cancel your Subscription at any time by notifying us in writing: email [enquiries@ceeda.co.uk](mailto:enquiries@ceeda.co.uk) or post to Ceeda Subscriptions, at the address stated on our website ([www.ceeda.co.uk](http://www.ceeda.co.uk)). A cancelled Subscription will expire on the date that renewal becomes due. No refund of Subscription payments will be made unless Ceeda Research Limited has failed to meet the terms of this agreement.
- 6.3 We have the right to withdraw the Ceeda Survey Service when a monthly Direct Debit, Standing Order payment, annual debit/credit card payment or invoice is overdue by 30 days or more. You will be given a minimum of 10 working days' notice of service withdrawal.

## 7 CANCELLATIONS BY US

We reserve the right to cancel the provision of the Services and terminate this agreement:

- 7.1 If any amount owing by you under this or any other agreement for our services is 30 or more days overdue. We may, without limiting our other rights and remedies, suspend our services to you until such amounts are paid in full. We will give you at least 10 working days' notice before suspending services to you.
- 7.2 In the event the Customer or its staff breaches the terms of this agreement the Customer shall remain liable to pay any amounts due and owing to us;
- 7.3 After the giving of at least one month's written notice to the Customer.
- 7.4 Upon termination under paragraph 7.3, we will complete delivery of the elements of the services in progress and will refund the fees for those elements not completed by the date of early termination.

## 8 REFUNDS

Once we have accepted your Subscription and payment of the Fees we regret that we cannot refund payment made unless:

- 8.1 we are unable to fulfil your Subscription.
- 8.2 we have demonstrably failed to meet our responsibilities as defined in this agreement.
- 8.3 If you have a query about obtaining a refund or wish to register a complaint, please email us at [enquiries@ceeda.co.uk](mailto:enquiries@ceeda.co.uk) or ring us on 0845 6800631.

## 9 INTELLECTUAL PROPERTY AND COPYRIGHT

- 9.1 We retain copyright of Ceeda Survey designs and all related printed and electronic material sent to you and used in delivering the Ceeda Survey Service. Unauthorized reproduction or circulation of Ceeda Survey designs is strictly prohibited. Local print production of Ceeda Survey materials is not permitted within these terms and conditions of use unless explicitly authorized by us in writing.
- 9.2 Survey data from all Customers using the Ceeda Survey Service is drawn together to produce anonymised Ceeda Survey Benchmarks. We retain copyright of these benchmarks and the right to publish collated survey results provided that such publication is on an unnamed basis and not attributed or identifiable to any individual Customer.
- 9.3 You have the right to publish all survey data supplied to you through the Ceeda Survey Service provided that Survey Respondents stated preferences regarding anonymity and use of their feedback for marketing purposes are strictly adhered to and that the Ceeda Survey is referenced as the source of the data used.

## 10 DATA SECURITY

- 10.1 We must not and will not knowingly discuss or disclose your account or any of your personal details with, or act upon any request made in relation to your account by any person who does not provide your full username and password as proof of identity.
- 10.2 Where login details are unavailable and cannot be retrieved, we reserve the right to ask for additional verification of other personal details before allowing access to your account.
- 10.3 You must keep your login details secure at all times and never share them with any unauthorised person. You hold responsibility for taking adequate steps to ensure the security of your password.
- 10.4 We are obliged to take all reasonable precautions to ensure that your account is secure, and that personal data is not accessible via our system to any unauthorised party.
- 10.5 We have put in place technological and organisational measures to detect incidents which may result in personal data breaches.
- 10.6 We will notify you and the supervisory authority, the [Information Commissioner's Office](http://www.informationcommissioner.gov.uk), of any personal data breaches without undue delay and, where feasible, not later than 72 hours after we become aware of the breach.
- 10.7 We are obliged to provide information that is correct to the best of our knowledge, and to follow up any notifications of errors in a reasonable timeframe. We cannot be held liable for any loss that may arise from a Customer acting on information provided by us.
- 10.8 Any action you undertake in relation to any information provided by us is undertaken entirely at your own risk.
- 10.9 You are responsible for the security of data you download and store from the Ceeda systems and for complying with all applicable legislation in relation to the storage and use of such data.

## 11 TECHNICAL REQUIREMENTS AND SUPPORT

- 11.1 To use the online results facility, you will need certain standard Information technology equipment and software, not supplied by us. This includes a computer, an internet connection, and the necessary software to browse the internet and access emails.
- 11.2 Should you encounter difficulty accessing your online data we will test your account within two working days of being notified of the problem. In testing your account, we will verify that your account can be accessed over an open internet connection using your login details when submitted using Microsoft's Internet Explorer run in its default settings. Once we have verified that your account can be accessed using the appropriate software and settings it is your responsibility to ensure that you have the necessary equipment and configuration to use your account.
- 11.3 We will endeavour to respond to any support request within two working days.

## **12 LIMITATION OF LIABILITY**

- 12.1 The maximum liability of Ceeda Research Limited to the Customer, howsoever arising under this agreement shall be limited to the Fees paid.

## **13 GENERAL**

- 13.1 These terms and conditions are the current terms and conditions covering subscription to Ceeda Survey Services and supersede any previous terms and conditions and may be superseded in themselves or amended in future without prior consultation. If any part of this contract is held by any competent authority to be invalid or unenforceable in whole or in part this shall not affect the validity of the other provisions of this contract, or the remainder of the provision in question. English law shall apply to the contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

## **CUSTOMER SERVICES**

If you have a query or complaint about the Ceeda Survey Service please contact us using any of the contact details below:

Telephone - 0845 6800 631 Email - [enquiries@ceeda.co.uk](mailto:enquiries@ceeda.co.uk)

Post - Ceeda Subscriptions, Ceeda Research Limited, 14 High Street, Yarm, Stockton on Tees, TS15 9AE.