
General Terms & Conditions of use for Marketletter (Publications) Ltd. Data

Please read. By subscribing to Marketletter (Publications Ltd) products and by using the data provided an individual or company is by implication accepting the following conditions of use. We reserve the right, from time to time, to alter these conditions in the light of changing commercial conditions.

Definitions

Access means access to MKL data whether in print, electronic format or via web/internet access.

Computer Network means two or more computers linked to provide common access to data.

Data means information contained in any MKL product whether in print, electronic format or via web/internet access.

Licence means the definition of terms of usage of MKL data.

MKL means Marketletter (Publications) Ltd. Appleton House, 139 King Street, London W6 9JG, UK.

Password means the code provided to a subscriber or group of subscribers to enable access to MKL electronic data.

Re-Seller means a company granted a non-exclusive licence to resell MKL data to a third party.

Single Computer means a computer with sole access to the data stored within it.

Site means a company location covered by a single postal address or post (zip) code.

Subscription means an annual or 12-month fee paid for use of MKL product/products, whether in print, electronic form or via web/internet access either for an individual or for a corporate site/global licence.

Subscriber means any individual or company having a current paid subscription to one or more of MKL products.

User means an individual or company legally authorised to have access to MKL data.

Licences

- **Individual User Subscription/Licence.** This licence is for the use of MKL data by one specified individual within a company. The data is for the use of that individual only, and may not be passed in part or in its entirety to a third party either inside or outside the site mailing address or e-mail address to which the data is delivered. Copies of individual items may be supplied from time to time to staff working within the subscriber site only but not in such quantity that provides any individual with the benefits of an unpaid-for subscription.

Orders for reduced-price second or subsequent copies constitute an undertaking by the subscriber that such copies will not be distributed so as to avoid taking full-price subscriptions elsewhere without agreement from MKL.

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Passwords

A password is issued to a user or user-group of MKL data for their use only and shall be kept confidential and may not be stored in an unencrypted form or by way of post-it notes in nearby locations to the computer. Disclosure of a password to a third party is prohibited outside the terms of a licence and may lead to prosecution as any such action will break the licence terms. Any password given to an individual is for the use of that individual only and shall be kept confidential at all times.

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Re-Sellers, companies granted non-exclusive licences to resell data provided by MKL to a third party whether by direct transmission or by database access, may supply data to their customers for use only on a single computer on the customer site to which it is delivered or from which it is accessed.

The data supplied is for the use of the individual at the site of delivery only and may not be passed to other customer site locations or to any other third party. If MKL data is required on a multi-user basis the Re-Seller shall arrange special terms for their customer with MKL. MKL reserves the right to specify additional terms and conditions according to the intended usage of the data.

MKL retains copyright to all data supplied which must be recorded on all data supplied by the Re-Seller and the content may not be modified, adapted, merged, bundled or altered in any manner. Data may not be supplied by one Re-Seller for distribution by another Re-Seller.

Data

Whilst wherever possible data is obtained direct from companies a certain amount is provided by third parties. Unless the data is specified as emanating from a company, MKL will accept no responsibility for its accuracy or copyright compliance or for any errors or omissions. Data provided is for general business information and guidelines only; users are advised to make further checks if they intend acting on any information received. Financial data is for information only and in no way constitutes any recommendations by, or opinions of, MKL.

Indemnities and Warranties

MKL. In the case of regular data delivery times being broken by MKL (except in the case of force majeure) and providing the subscriber has notified MKL of the problem in writing, MKL guarantees to rectify the said problem within 28 days. If rectification is not carried out within this period the subscriber may cancel the remaining term of the subscription and receive a prorated refund.

Subscriber. The subscriber agrees to indemnify MKL against all liabilities, costs, claims and expenses which MKL may suffer in any breach of these conditions. A subscriber's remedy for dissatisfaction with MKL data and service is limited to non-renewal of the subscription.

Law

These terms and conditions shall be governed in accordance with the laws of England.
