

# TrendWatching's Premium Service

## General Information

### What kind of access will I get and for how long?

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Our **Essential plan** provides full and unlimited access for a single user to TrendWatching's Premium platform until November 2018. Available content & tools includes: the Trend Framework, the annual Trend Report, Trend Mapper, Industry Updates, Inspiration Dashboard, Monthly Snapshots & Apply Toolkit.

Our **Bespoke plan** includes additional licences, platform features and services. All users must have the same company email domain & full content can only be shared amongst those who have an active account. Additional features include the Industry HeatMaps and Shared Projects. Additional services include a 1:1 strategy consultation call and custom trend and innovation presentation to guarantee you're getting the most out of the Premium Service. These can be delivered in-person or virtually, depending on the agreed terms.

Our **Enterprise plans** provide clients with bespoke solution covering your trend needs (such as intranet access, access across multiple email domains, regular custom reports, presentations & workshops).

Clients who signed up with us prior to 2016 may have access to Legacy accounts, the details of which you can check with our Customer Success team.

From time to time, we will run time- or circumstance-limited promotions allowing extra users or months of access on various accounts.

### Can I change, adjust or (internally) incorporate TrendWatching's content?

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Yes, you can. In fact, we hope you will! The content in the Premium Service is ready for you to use 'as is' but has also been specifically designed to offer you flexibility - it can be incorporated, amended, tweaked and reshuffled. For example, not only do you receive our 2017 Trend Report in a printed and PDF version, but also in a fully editable PowerPoint format, leaving it up to you if you want to use/incorporate our content, or adjust it to your own specific needs concerning fonts/visual/texts/headers and so on.

Equally, all examples and updates are published in PowerPoint to allow similar ease of use.

## Can I distribute Premium Service content outside my office/company?

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If you're part of an agency or consulting firm, we're more than happy for you to present **parts** of the Premium Service's content to your clients, but only if you **always** state the source ("trendwatching.com/premium"); both verbally and written (the latter by always incorporating TrendWatching as a source on blog posts, slides, in PDFs, videos and so on).

However, we hope you understand that you can **never** resell or repackage the reports (slides, texts and videos) in any possible way without our written consent. The same goes for presenting our content to an external, **paying** audience (industry conferences, paid workshops etc.).

## Who can access my Premium Service account?

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Our Essential account provides single user access to our Premium Service, unless otherwise stated on your invoice at the time of purchase. Bespoke accounts provide additional licences. Please note that all users must have the same company email domain and full content can only be shared amongst those named users on the account.

## What if I lose my Premium Service login details?

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Just contact Sofie Hunt (Head of Customer Success) on [sofie@trendwatching.com](mailto:sofie@trendwatching.com) or request a password reset here: [premium.trendwatching.com/account/lost-password/](https://premium.trendwatching.com/account/lost-password/)

## Can I get a refund if the Premium Service doesn't meet my expectations?

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Yes! If you feel the Premium Service's database, reports, and features really don't deliver on what we've been promising, then just let us know within **four weeks** of your purchase and we will refund you in full.

To get a good feel for TW:Premium's tone of voice, focus and visuals, please check out our [free publications](#). Rest assured that if you enjoy our briefings you will also enjoy the more extensive content & tools within the Premium Service

If you have any doubts, please email Octavia Francis (Customer Success) at [octavia@trendwatching.com](mailto:octavia@trendwatching.com). She will definitely be able to tell you if TW:Premium is 'for you' or not!

### Do you offer discounts to non-profits or universities?

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In certain circumstances, we may extend TW:Premium memberships at a discounted price for established / worthy charities, and non-commercial educational institutions.

To apply for a discount (please understand we can't guarantee anything), email Octavia Francis (Customer Success) at [octavia@trendwatching.com](mailto:octavia@trendwatching.com).

### Can I subscribe to the Premium Service for a month at a time?

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Purchasing access to the Premium Service means you buy access to all our trend content and tools. We charge a one-time, all-inclusive price which is billed annually. The nature of the service means that clients get the best out of the service when they use it over the course of a year.

The annual Trend Report is supported by ongoing 24/7 access to the Trend Framework and Inspiration Dashboard, which in turn are supported by the Monthly Snapshots and quarterly Industry Updates. It is therefore not possible to buy just parts of the service, or just one month (or a few months) of access.

## Detailed Terms and Conditions

### 1. Introduction

Thanks for choosing TrendWatching's Premium Service ("**Premium**", "**Services**").

These Terms and Conditions, together with the General Information above ("**Terms**") apply to the provision of the Services by TrendWatching ("**TrendWatching**", "**we**", "**us**") to the person/company buying the services ("**you**").

You are deemed to have accepted these Terms when you accept our quotation, pay for our Services or from the date of any use of the Services (whichever happens earlier) and these Terms and any quotation ("**Contract**") are the entire agreement between us.

You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Terms apply to the Contract to the exclusion of any other terms that you or any other party try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### 2. Interpretations

- 2.1. The headings in these Terms are for convenience only and do not affect their interpretation.
- 2.2. Words imparting the singular number shall include the plural and vice-versa.
- 2.3. Except to the extent expressly provided otherwise, in these Terms:
  - 2.3.1. "**Account**" means an account enabling a person to access and use the Services, including both administrator accounts and user accounts;
  - 2.3.2. "**Charges**" represent any payments agreed between you and TrendWatching in exchange for the provision of the Services;
  - 2.3.3. "**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
  - 2.3.4. "**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and

rights in designs);

- 2.3.5. **"Platform"** means the Premium Service platform managed by TrendWatching and used by you to access the Services;
- 2.3.6. **"Supported Web Browser"** means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, with the explicit exclusion of Microsoft Internet Explorer versions 9 and below;

### 3. Duration of these Terms

- 3.1. These Terms shall come into force when we provide you with access to the Services.
- 3.2. These Terms shall continue in force until the expiry of your Account, upon which these Terms shall terminate automatically, subject to termination in accordance with Clause 12.

### 4. Services

- 4.1. We warrant that we will use reasonable care and skill in our provision of the Services.
- 4.2. All of these Terms apply to the supply of any goods as well as Services unless we specify otherwise.
- 4.3. We will, upon payment for the Services, generate an Account for you and provide to you login details for that Account.
- 4.4. Where the Services purchased has provision for more than one Account, we will also generate Accounts for each subsequent required user.
- 4.5. The Account(s) granted by TrendWatching to you under Clauses 4.3 and 4.4 is subject to the following limitations:
  - 4.5.1. the Services may only be used by the named user assigned to each Account, providing that you may change the named user by contacting us in writing.
  - 4.5.2. the Services must not be used at any point in time by more than the number of concurrent users as agreed with us.
- 4.6. Except to the extent expressly permitted in these Terms or required by law on a non-excludable basis, the provision of the Services by TrendWatching to you is subject to the following prohibitions:
  - 4.6.1. you may not sub-contract your right to access and use the Services;
  - 4.6.2. you must not permit any unauthorised person to access or use the Services;
  - 4.6.3. you must not republish or redistribute any content or material from the Services without due attribution; and

- 4.6.4. you must not make any alteration to the Platform, except as permitted by us in writing.
- 4.7. You agree to use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Services using an Account.
- 4.8. We shall use reasonable endeavours to maintain the availability of the Services to you, but do not guarantee 100% availability.
- 4.9. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of these Terms:
  - 4.9.1. a Force Majeure Event;
  - 4.9.2. a fault or failure of the internet or any public telecommunications network;
  - 4.9.3. a fault or failure of your computer systems or networks;
  - 4.9.4. any breach by you of these Terms; or
  - 4.9.5. scheduled maintenance, which we will notify you about.
- 4.10. You must not use the Services in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Services.
- 4.11. You must not use the Services:
  - 4.11.1. in any way that is unlawful, illegal, fraudulent or harmful; or
  - 4.11.2. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.12. For the avoidance of doubt, you have no right to access the software code (including object code, intermediate code and source code) of the Platform.
- 4.13. We may suspend the provision of the Services if any amount due to be paid under these Terms is overdue.

## 5. Assignment of Intellectual Property Rights

- 5.1. We reserve all copyright and any other intellectual property rights which may subsist in any goods or services supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 5.2. By accepting these Terms, you license us the permission to reproduce your company name, trademarks and logos for us to use exclusively on our website and for marketing purposes. You may withdraw this permission at any time by submitting a request to us in writing.
- 5.3. Nothing in these Terms shall operate to assign or transfer any Intellectual

Property Rights from us to you, or from you to us.

## 6. Charges

- 6.1. You agree to pay the Charges to us in accordance with these Terms.
- 6.2. All amounts stated in or in relation to these Terms are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by you.

## 7. Payments

- 7.1. You agree to pay the Charges by credit card, or request an invoice from us.
- 7.2. If an invoice is requested, we will issue an invoice for the Charges, which are to be paid by bank transfer or credit card within 30 days.
- 7.3. If you do not pay any amount properly due to us under these Terms, we reserve the right to withhold access to the Services.

## 8. Warranties

- 8.1. We warrant to you that:
  - 8.1.1. we have the legal right and authority to enter into these Terms and to perform its obligations under these Terms; and
  - 8.1.2. we will comply with all applicable legal and regulatory requirements applying to the exercise of our rights and the fulfilment of our obligations under these Terms; and
  - 8.1.3. we have or have access to all necessary know-how, expertise and experience to perform our obligations under these Terms; and
  - 8.1.4. the Platform will work as intended on all Supported Web Browsers; and
  - 8.1.5. the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
  - 8.1.6. the Platform will incorporate security features reflecting the requirements of good industry practice.
- 8.2. We warrant that the Services, when used by you in accordance with these Terms, will not breach any laws, statutes or regulations applicable under English, Dutch or Singaporean law.
- 8.3. We warrant that the Services, when used by you in accordance with these Terms, will not infringe the Intellectual Property Rights of any person.
- 8.4. We warrant that the information provided by the Services is true and accurate to the best of our knowledge.

- 8.5. You warrant that you have the legal right and authority to enter into these Terms and to perform your obligations under these Terms.
- 8.6. All of the parties' warranties and representations in respect of the subject matter of these Terms are expressly set out in these Terms. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of these Terms will be implied into these Terms or any related contract.

## 9. Acknowledgements and warranty limitations

- 9.1. You acknowledge that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms, we give no warranty or representation that the Services will be wholly free from defects, errors and bugs.
- 9.2. You acknowledge that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms, we give no warranty or representation that the Services will be entirely secure.
- 9.3. You acknowledge that consumer trends and innovations often move much faster than can be reasonably tracked, and that factual or reporting inaccuracies may occur; we give no warranty or representation that the information provided through the Services is free from error or misrepresentation.

## 10. Indemnity and limitations of liability

- 10.1. Our liability under these Terms, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
- 10.2. The total amount of our liability is limited to the total amount of the Charges.
- 10.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms or the quotation for:
  - 10.3.1. any indirect, special or consequential loss, damage, costs, or expenses; or
  - 10.3.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - 10.3.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - 10.3.4. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - 10.3.5. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

- 10.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 10.5. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.
- 10.6. Subject to Clause 11, we will not be held liable in respect of any losses arising out of a Force Majeure Event.

## 11. Circumstances beyond a party's control

- 11.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under these Terms (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 11.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under these Terms, must:
  - 11.2.1. promptly notify the other; and
  - 11.2.2. inform the other of the period for which it is estimated that such failure or delay will continue.
- 11.3. A party whose performance of its obligations under these Terms is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 12. Termination

- 12.1. We may terminate the provision of the Services immediately if you:
  - 12.1.1. commit a material breach of your obligations under these Terms; or
  - 12.1.2. fail to make pay any amount due under the Contract on the due date for payment; or
  - 12.1.3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - 12.1.4. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
  - 12.1.5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your

directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

### 13. Subcontracting and assignment

- 13.1. We reserve the right to subcontract or assign any of our obligations under these Terms, and transfer our obligations under these Terms to a third party, in the event of acquisition or significant investment in TrendWatching by that third party.

### 14. No waiver

- 14.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

### 15. Severance

- 15.1. If one or more of these Terms is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms (which will remain valid and enforceable).

### 16. Law and jurisdiction

- 16.1. If you are based in the UK, these Terms are governed by and interpreted according to English law. All disputes arising under these Terms are subject to the exclusive jurisdiction of the English courts.
- 16.2. If you are based in Singapore, these Terms are governed by and interpreted according to Singaporean law. All disputes arising under these Terms are subject to the exclusive jurisdiction of the Singapore courts.
- 16.3. If you are based in any countries not mentioned in Clauses 16.1 or 16.2, these Terms are governed by and interpreted according to Dutch law. All disputes arising under these Terms are subject to the exclusive jurisdiction of courts in the Netherlands.