



CUSTOMER FACT SHEET: GWI TERMS AND CONDITIONS

This document is designed to provide context for customers reviewing GWI's Main Terms and Conditions and the relevant Product Specific Terms (together the "T&Cs"). If you have any questions, please speak to your existing GWI contact, who can put you in touch with our legal team.

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An Introduction GWI

We're the go-to company for audience targeting in the global marketing world. Since 2009, we've been helping agencies, media organisations, and brands you know and love understand how consumers think with our groundbreaking insights.

Here's how we do it: We conduct online surveys in over 50 markets, gathering responses from internet users worldwide. This makes us the proud provider of the world's largest globally harmonised data set on digital consumers (known as 'syndicated data'). Our data focuses on online populations, not national ones, and we adjust our sample sizes based on each market's population and internet usage. We ensure our data is accurate, robust, and fresh by cleaning and updating it quarterly. We also provide custom market research services that allow you to run custom studies to dive deeper or add new research to complement our syndicated data.

Our services are delivered through a range of technology-enabled delivery methods including: our platform which is a user-friendly cloud-hosted web application; our API which permits access to the platform data in another form; and Respondent Level Data



(RLD) which can be provided anonymously or for deterministic matching. We also offer our insights via our custom and syndicated activations. Our Services allow clients to explore our consumer research data.

GWI's Model

At GWI, we primarily operate as a Software as a Service (SaaS) provider, offering businesses access to valuable consumer insights and data through our web-based platform. Our model revolves around selling the right to access and use this platform, allowing clients to explore detailed data that supports their decision-making processes.

Our unique platform hosts a centralised database containing a broad range of syndicated datasets and custom market research reports. Clients can easily access this data via user-friendly dashboards, cross-tabulation tools. Alternatively, clients can integrate it directly into their internal systems using our API or subscribing for RLD.

The key to our model is offering continuous access during a defined subscription term, enabling clients to use the data for various purposes, including internal analysis, decision-making and by quotation or reference in external sales and marketing activities. Whether for improving marketing strategies, understanding customer values, or fine-tuning media plans, our services are designed to provide fresh, relevant insights that help businesses stay ahead in a fast-evolving marketplace.

Our terms or yours?

Let's keep it simple, to use GWI's services, you'll need to agree to our T&Cs.

Why? It's the best way for us to continue providing a high-quality, low-cost service that's easy to use and aligned with how we operate. As a technology enabled market research company which primarily operates as a one-to-many Software-as-a-Service (SaaS) provider, we deliver our Services for a fixed term and at a fixed price. Our T&Cs are built specifically around this model, taking into account the services we offer, the processes we follow, and the way our product is always evolving to meet your needs. Client terms, on the other hand, typically don't account for the unique structure of a business like ours, particularly in relation to SaaS.

By applying consistent terms across our customer base, we streamline operations, allowing us to serve clients worldwide at a competitive price point. Our terms have been carefully crafted to reflect our business model and the allocation of risk that underpins how we operate. This approach aligns with industry standards for SaaS providers.

Our T&Cs are structured to match our range of technology enabled services. We have an overarching set of Main T&Cs that apply to all our products. This covers the key terms that apply to all our products such as our intellectual property position and limits of liability. These are complemented by the product specific terms which set out the terms relevant only to that product (such as Platform Subscription or API). These terms contain the provisions relevant only to that product's unique features, pricing models and usage restrictions. This simplifies your purchasing experience by applying only the legal terms that reflect what you are buying and the nuances of those products. The modular system also makes the terms more transparent and easier to navigate than a traditional one



style services agreement (which will either not reflect the product nuances or will apply unnecessary terms). The T&Cs reduce ambiguity and ensure you have a clear understanding of what applies to your specific purchases.

Why is this important? Consistency and predictability. These are key to maintaining the level of service our clients expect. If we were to contract on client-specific terms, we'd lose that consistency, making it more difficult to offer the best service. We'd have to spend valuable time and resources managing different requirements, which would drive up costs for everyone. In other words, the more customised agreements we need to track, the more resources get diverted from what matters most: delivering great service.

Contracting on GWI's terms also means we can speed up the sales process and reduce lengthy legal negotiations. When we're presented with third-party agreements, our legal team has to make significant adjustments because most client terms aren't tailored for technology solutions like ours. They often include irrelevant clauses, slowing down the process for both sides.

In short, sticking to GWI's terms ensures we can continue to provide reliable, efficient, and competitively priced services, without unnecessary complexity.

GWI T&Cs: Key Terms

Use of the Services

When you use GWI's platform, you receive a license to access our services during your subscription or trial period. This licence allows you to use our services for your internal business needs, such as market analysis, audience validation, and modellings.

You can also leverage our platform for external business activities by quoting or referencing Syndicated Data in marketing and advertising campaigns. It is also important to credit GWI appropriately when referencing our services in these contexts. If you have an additional use case, please let your sales representative know and where possible we will seek to approve and support your use of our services in the way you need.

While you're using GWI Data, there are restrictions to ensure fair and appropriate use. Such as not repackaging or reselling GWI's data without our consent, using the platform in a harmful, offensive, or inappropriate manner, nor associating it with defamatory or obscene content. Additionally, any actions that could damage GWI's reputation or unfairly target competitors are prohibited.

These guidelines are in place to make sure our platform is used appropriately and fairly by everyone.

Intellectual Property Rights and Content

As a one-to-many service provider, GWI retains all intellectual property rights related to our services, granting you a licence to use GWI Data. Consequently, we cannot accept terms that transfer ownership of any "deliverables," as this would effectively transfer ownership of our platform and its datasets. Instead, we offer a licence to use our platform and access the data.



For custom market research services, GWI can either provide the data to you directly or we can host the custom data on our platform. GWI retains ownership of all IP. If you use the platform, we grant you a licence to access and use the platform and data for a defined subscription period. If requested, we can also grant you a perpetual licence to the Custom RLD associated with the custom work which you can use as you like. All we ask is that you don't use the Custom RLD to compete with our services.

Personal Data

At GWI, all GWI Data delivered through core services such as our platform, custom market research services, API and anonymous RLD, is aggregated and anonymous, making data processing clauses or agreements unnecessary and inaccurate for our services. For our platform and API, the only data we handle is business administrative data, such as usernames and email addresses, which do not require data processing terms as we process this information as a data controller. Therefore, for these services we cannot accept agreements with data processing clauses as they do not accurately reflect the nature of our services and we do not act as your data processor. For further details, please refer to our privacy policy.

For our non-core services, like pseudonymous RLD and custom activations, our product specific terms set out the specific privacy position which can be discussed directly with you if purchased.

Disclaimers and Liability

For our core services, GWI does not provide indemnities related to data privacy, as our products are anonymous. We do not process personal data on your behalf.

Additionally, we do not offer indemnities for confidential information, as we do not handle any client confidential information in relation to our services. Our technology enabled services are such that you cannot input any confidential information into our services, you only use our GWI Data to gain consumer market insights.

Our liability provisions are designed to reflect the appropriate risk associated with our products, and we cannot accept indemnities that would expose GWI to an unreasonable level of risk and are unsuitable for SaaS agreements. Our risk profile and liability position are integrated into our service pricing, enabling us to offer competitive rates to all our clients.

Our Obligations and Rights

To the extent that the Services include access to the GWI Platform, we commit to using commercially reasonable efforts to maintain a target uptime of 99.9%, measured on a monthly basis. This target serves as a frame of reference for clients, helping to manage expectations about service reliability and allowing GWI to maintain flexibility in service delivery, allowing us to adapt to changing circumstances.

We recognize that internet-based services are subject to various factors beyond our control, such as third-party connections, utilities, and inherent limitations of communication facilities. Therefore, we do not guarantee performance levels that may be affected by these external factors. Instead, we focus on reasonable efforts to strive for



excellent service while acknowledging the complexities of delivering cloud-based solutions.

GWI is committed to providing high-quality service. If you have specific concerns about service reliability or uptime, we encourage you to discuss your needs with your sales representative for more personalised communication about our commitment to service quality and reliability.

Termination

As a growing SaaS provider, GWI cannot accommodate clients terminating for convenience as our services are sold on a subscription basis for a defined term. Termination for convenience also introduces uncertainty into the relationship, which is incompatible with the nature of the services provided. The low pricing we offer for subscriptions assumes the relationship will run for the full subscription period, so if we were to accept earlier termination, we would need to adjust our pricing.

AI Technologies

At GWI, we understand that AI technologies are rapidly advancing, and we're working to make sure that our clients can take advantage of these innovations while keeping everything secure and transparent.

We have an "AI Technologies" clause to ensure that any GWI Data you obtain through our technology enabled services is not used in ways that could pose a risk to GWI's intellectual property. If you want to use GWI data with any AI technologies, we ask that you access our data via our API and do not use any AI technologies that use our data to train a model that could be used by someone other than you, that it is operated in a restricted environment, and that you prevent GWI Data being used by other users of the AI Technology.

Additionally, some features within the GWI platform, that users can opt to use, utilise Large Language Models for text or chart generation to assist users in getting GWI insights more quickly. Our newest feature "GWI Spark" allows users to input prompts into the Spark search bar which generate interesting and relevant insights immediately. For example, our Instant Charts feature in the platform allows users to input their question into the "instant charts" search bar and this will create a populated chart. Our "Audience View" includes a feature called "Instant Insights" which allows users to generate fact sheets from pre-set audiences set up in the GWI platform. All of these features are used without the user navigating or accessing the platform data directly. GWI may use the input prompts from Instant Charts and Spark to fine tune and improve the services for the benefit of all users, however users can opt out of the use of these features at their discretion.