

CLIENT FACT SHEET: GWI TERMS AND CONDITIONS

This document is designed to provide context for clients 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 to GWI

GWI is a human insights company helping businesses make faster, smarter decisions in an intelligent world. We combine globally representative and proprietary data with AI that surfaces, interprets, and explains human insight—so every decision, strategy, and model is powered by real human understanding.

Here's how we do it: We conduct online surveys in over 50 markets, gathering responses from real people worldwide. This makes us the proud provider of the world's largest globally harmonised data set on how people think, feel, and behave (known as 'syndicated data'). We ensure our data is accurate, robust, and fresh by cleaning and updating it quarterly. We also provide Research & Insights services that allow you to run custom studies (sometimes referred to as custom market research) to dive deeper or add new research to complement our syndicated data.

Our services are delivered through a range of technology-enabled solutions such as AI, SaaS, and APIs



If you have questions, your GWI representative is always here to help.

GWI's model

GWI is more than a market research company and more than a SaaS company. GWI operates a multi-layered set of solutions, including the GWI Platform, AI Integrations, APIs, Respondent Level Data (RLD), and many more. GWI's Services offer businesses access to valuable global human insights and data.

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 client 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. GWI is a unique provider offering a wide range of products and solutions. We therefore don't fit neatly into a single contractual model, and different parts of our offering require different terms. Our terms are designed specifically to support our technology-enabled services and the multiple ways we deliver them. Client terms, on the other hand, typically don't account for the unique structure of a business like ours.

By applying consistent terms across our client 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.

Our T&Cs are structured to match our range of services. We have an overarching set of Main T&Cs that apply to all our products ([these can be accessed here](#)). 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 our Platform, Research & Insights Services, and API) ([these can be accessed here](#)). These terms contain the provisions relevant only to that product's unique features, pricing models, and usage restrictions.

This modular structure simplifies your purchasing experience by applying only the legal terms that reflect what you are buying and the nuances of those products. This also makes the terms more transparent and easier for you to navigate than a traditional one-style services agreement (which will either not reflect the product nuances or will apply unnecessary terms).

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, as client terms aren't tailored to our unique service offering.

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 Services, 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 modelling.

You can also leverage our Services 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 GWI contact 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, or 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 Services are used appropriately and fairly by everyone.

Intellectual property rights

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 access and use our Services.

For Research & Insights services, GWI can either provide the data to you directly via Anonymous RLD 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. Where custom research is delivered via Anonymous RLD, we grant you a broader, perpetual licence to use the data independently.

Personal data

At GWI, all GWI Data delivered through core services such as our Platform, Research and Insights 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, 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 (accessible here: <https://www.gwi.com/legal>).

For our non-core services, like Pseudonymous RLD and Custom Activation Services, 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 Services 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 disproportionate to our Services. 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 Services. If you have specific concerns about service reliability or uptime, we encourage you to discuss your needs with your GWI contact for more personalised communication about our commitment to service quality and reliability.

Termination



As a subscription-based technology 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 encourage clients to speak with us about any AI use cases involving GWI Data, so we can support them appropriately. If you'd like to use GWI Data with AI technologies, please contact your GWI representative. They will share our AI request form so we can gather the information needed to add your AI use case to your Order Form.

We understand that many of our clients have an AI approval process. Please see the AI section of our legal home page (available here: <https://www.gwi.com/legal/faqs>) to support your process.