Terms and Conditions (TC)
These Terms and Conditions shall govern the use of the Statista Online Services, as defined below.

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(c) a government license or benefit.

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2. Access to services

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2.4 Authorised Users and Members are required to provide truthful and accurate information during registration, including, but not limited to, correct shipping and payment information, correct contact information (e-mail, telephone, etc.), confirmation of payment arrangements, confirmation of status (e.g. student status), confirmation of the Authorised User or Member’s acceptance of our Cancellation Policies, and confirmation of agreement to these Terms and Conditions.

2.5 Authorised Users are required to notify Statista of any relevant changes made to the information contained in section 2.4.

3. Limited warranty

3.1 Statista represents and warrants that it has the right and authority to make the Online Services and Materials available to Members and Authorised Users as Authorised expressly by this Subscription Agreement.

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(b) the unavailability or interruption of the Online Service or any features thereof or any Materials,

(c) An Authorised User or Member’s use of the Online Services or Materials,

(d) the loss or corruption of any data or equipment in connection with the Online Services,

(e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party,

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(g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

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(a) Statista and any officer, director, employee, subcontractor, agent, successor, or assignee of Statista; and

(b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assignee of any third party supplier of Materials or third party alliance entity or any of their affiliates.

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4.4 UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COVERED PARTIES BE HELD LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY; PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, solicitor’s FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY’S INDEMNITY OBLIGATIONS OR INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO STATISTA OR ITS THIRD PARTY SUPPLIERS.
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(a) If there is a breach of the warranty in Section 3.1 above, then Statista at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party’s claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying, combining, or in any way altering, amending, or inserting the Online Services or Materials with or into other products or applications not approved by Statista and not Authorised by this agreement; (iii) you give Statista prompt notice of any such claim; and (iv) you give Statista the sole right to control and direct the investigation, defense and settlement of each such claim. You, at Statista’s expense, shall fully cooperate with Statista in asserting any available defense.

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(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

4.6 Statista shall not be held liable for a temporary or permanent loss of service resulting from a change in the Member or Authorised User’s e-mail address or contact information (stated in section 2.4), intentionally or unintentionally, which has not been communicated to Statista in accordance with terms of this Subscription Agreement.

4.7 You agree, at your own expense, to indemnify, defend and hold harmless Statista, its suppliers, agents, directors, officers, employees, representatives, successors, and assignees from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable solicitors’ and experts’ fees, arising out of or in connection with the Online Services, or any links on the Online Services, including, but not limited to: (i) your use or someone using your computer’s use of the Online Services; (ii) use by someone using your account; (iii) a violation of the General Terms and Conditions by you or anyone using your computer (or account, where applicable); (iv) a claim that any use of the Online Services by you or someone using your computer (or account, where applicable) infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorised use of, the Online Services by you or someone using your computer (or account, where applicable); (vi) any misrepresentation or breach of representation or warranty made by you contained herein; or (vii) any breach of any covenant or agreement to be performed by you hereunder.
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6.4 The failure of an Authorised User, Member, Statista, or any third party supplier of Materials to exercise or enforce any provision hereof shall not constitute or be construed as a waiver of any such right or provision of the right to enforce it at a later time.
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(b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law;

(c) the notification will not reference Statista or the product through which the Regulated Data was provided, nor will Statista be otherwise identified or referenced in connection with the Security Event, without the express prior written consent of Statista;

(d) you will be solely liable for all claims that may arise from a Security Event caused by you, Members, your Authorised Users or a User and you will indemnify Statista in full for any third party claims directed against Statista that arise from the Security Event; and

(e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

6.7 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

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6.9 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.
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