

TERMS & CONDITIONS

1. Effect of Terms and Conditions

- 1.1 These Terms & Conditions ("Terms") govern use of the www.strategicdefenceintelligence.com website ("Website") (including but not limited to all content available through the Website and subdomains) and the Strategic Defence Intelligence-operated related domains and associated messaging and alert services, (collectively the "Strategic Defence Intelligence Platform"). In the case of the Strategic Defence Intelligence Premium Services these Terms also govern subscription for and access to the Strategic Defence Intelligence Premium Services and the use of the Strategic Defence Intelligence Platform by a Subscriber and/or its Users. The Strategic Defence Intelligence Platform is hosted in, and operated out of, the United Kingdom and is owned and operated by MarketClusters Limited, a company registered in England and Wales with company number 047752629 and having its registered office at 40 Craven Street, London WC2N 5NG, UK ("MarketClusters") on behalf of Strategic Defence Intelligence a trading name of Progressive Media Group Ltd, a company registered in England and Wales with company number 06276344 and having its registered office at John Carpenter House, John Carpenter Street, London EC4Y 0AN
- 1.2 Please read these Terms carefully. By accessing the Strategic Defence Intelligence Platform you agree to be bound by these Terms. If you do not agree to be bound by the Terms (or are not authorised to agree them), you may not use or access the Strategic Defence Intelligence Platform and Strategic Defence Intelligence has the right to restrict or prevent your access to the Strategic Defence Intelligence Platform at any time if you do not comply with these Terms.

2. Services

- 2.1 Subject to clause 2.4, Strategic Defence Intelligence may grant access to Strategic Defence Intelligence Premium Services on a free trial basis for a predefined period (the "Trial Period") which will be subject to these Terms. On expiry of the Trial Period, continued access to Strategic Defence Intelligence Premium Services shall be subject to Subscription Fees which must be paid in accordance with clause 3.
- 2.2 Strategic Defence Intelligence reserves the right to decline any application to register as a trial user of Strategic Defence Intelligence Premium Services or to become a subscriber to Strategic Defence Intelligence Premium Services at its sole discretion. Strategic Defence Intelligence also reserves the right to terminate trial use at its sole discretion.
- 2.3 Access to the Strategic Defence Intelligence Platform is password restricted. You shall (and in the case of Multi-User Subscribers you shall procure that each of your Users shall) keep confidential and secure any user name, password and other security information relating to the Strategic Defence Intelligence Platform. Password and security information is personal to each user and you shall (and in the case of Multi-User Subscribers you shall procure that each of your Users shall) not share such information with any third party. You acknowledge and agree that you shall be responsible and liable for all acts and instructions performed by you (and in the case of Multi-User Subscribers each of your Users) or any third party following access to the Strategic Defence Intelligence Platform using passwords and security information relating to the Strategic Defence Intelligence Platform. If you believe that your password or security information or that of a User has been knowingly or unknowingly shared with a third party, you agree to immediately notify Strategic Defence Intelligence upon first becoming aware of this.
- 2.4 If Strategic Defence Intelligence in its reasonable opinion considers that the licence granted to you under these Terms is being abused in any way by you (or in the case of Multi-User Subscribers, any of your User(s)) then Strategic Defence Intelligence may immediately cancel or suspend at its sole discretion your access (or in the case of Multi-User Subscribers, the access of your relevant User(s)) to the Strategic Defence Intelligence Platform without further obligation to you.
- 2.5 Subject to your rights set out in clause 8.3 (Termination), Strategic Defence Intelligence reserves the right to alter, suspend or discontinue any aspect of the Strategic Defence Intelligence Platform, including your access or the access of any User to it. Strategic Defence Intelligence and MarketClusters do not guarantee that any Platform Content or functionality that is accessible only to Subscribers and current trial users of Strategic Defence Intelligence Premium Services will always remain available only to Subscribers; or that Platform Content that is accessible to all will remain free of charge.
- 2.6 You shall at all times:
- comply with all reasonable directions issued by Strategic Defence Intelligence in relation to access to and use of the Strategic Defence Intelligence Platform;
 - comply with all applicable laws, regulations and codes; and
 - be responsible for your (and in the case of Multi-User Subscribers, your Users') connection to the Strategic Defence Intelligence Platform.
- 2.7 You warrant, represent and undertake that User Materials shall not infringe the rights of any third party (including without limitation any third party Intellectual Property Rights, rights of confidentiality or privacy) or be defamatory, discriminatory, obscene or otherwise offensive or unlawful or give rise to any liability. Strategic Defence Intelligence and MarketClusters will not be responsible for any error or inaccuracy in User Materials. You hereby grant to Strategic Defence Intelligence a non-exclusive, royalty-free, worldwide, perpetual licence to use, reproduce, display, communicate, publish, edit and adapt User Materials solely for the purpose of providing the Services and incorporating User Materials into the Services.
- 2.8 If you provide an email address that will result in any messages Strategic Defence Intelligence may send you being sent to you via a network or device operated or owned by a third party, then you warrant that you are entitled to receive those messages. You also agree that Strategic Defence Intelligence may refrain from sending messages to you without notifying you, even if you have subscribed to receive them, if Strategic Defence Intelligence receives a request from a third party to stop sending messages to you.
- 2.9 You hereby indemnify (and keep indemnified) Strategic Defence Intelligence, MarketClusters and Content Providers, or any subsidiary or holding company as defined in section 736 and 736A of the Companies Act 1985 and their officers, directors and employees against any and all loss, liability, claims, proceedings, damages and expenses (including reasonable legal expenses) suffered or incurred by Strategic Defence Intelligence and/or MarketClusters and/or Content Providers arising from any violation or infringement of third party rights, or any breach of any of these terms and conditions.

3. Strategic Defence Intelligence Premium Services

- 3.1 Save in the circumstances set out in Clause 3.13, this Clause 3 is applicable only to Subscribers.
- 3.2 Each Multi-User Subscriber acknowledges and agrees that it shall be responsible for compliance by its Users with these Terms.
- 3.3 Each Subscriber agrees to pay the Subscription Fees annually in advance at the rates in effect at the date and time of placing an order for Strategic Defence Intelligence Premium Services.
- 3.4 Subscription Fees and/or any other Fees shall be payable immediately by credit or debit card in the case of Individual Subscribers except as otherwise agreed by Strategic

- Defence Intelligence, or within thirty (30) days of invoice in the case of Multi-User Subscribers. In addition, we reserve the right in certain circumstances to modify our payment Terms to require full payment in advance and / or require you to provide such other assurances as we may require to secure your payment obligations.
- 3.5 In the case of Multi-User Subscribers, Strategic Defence Intelligence will issue you with an Order Form detailing the provision of the Services, the Term of your Agreement, the Subscription Fees payable by you and the applicable payment terms.
- 3.6 In the case of Subscribers paying by credit or debit card, Strategic Defence Intelligence will confirm your successful payment by issuing you with a Card Purchase Confirmation detailing the provision of the Services, the Term of your Agreement and the Subscription Fees which Strategic Defence Intelligence has charged to your card.
- 3.7 By submitting credit or debit card payment details to Strategic Defence Intelligence, you warrant that you are entitled to use those payment details. In case of unauthorised payments, without prejudice to its other rights and remedies, Strategic Defence Intelligence reserves the right to suspend or terminate your access (or in the case of Multi-User Subscribers, the access of any User) to Strategic Defence Intelligence Premium Services. If Strategic Defence Intelligence does not receive payment authorisation or authorisation is subsequently cancelled, Strategic Defence Intelligence may without prejudice to its other rights and remedies, immediately terminate or suspend your access (or in the case of Multi-User Subscribers, the access of any User) to Strategic Defence Intelligence Premium Services.
- 3.8 All amounts due from you to Strategic Defence Intelligence under this Agreement shall be paid in full without any set-off, deduction or withholding of or in respect of any tax, unless you are required by law to make such deduction or withholding. If you are required by law to make any deduction or withholding from any payment to Strategic Defence Intelligence under this Agreement or in respect of any tax, you will immediately notify Strategic Defence Intelligence of such requirement and the sum payable by you in respect of which the deduction or withholding is required shall be increased to the extent necessary to ensure that, after the making of the deduction or withholding, Strategic Defence Intelligence receives on the due date and retains (free from any liability in respect of the deduction or withholding) a net sum equal to that which it would have received and retained had no deduction or withholding been required or made.
- 3.9 Failure to make any payment in full when due shall be a material breach of the Agreement.
- 3.10 All Fees are expressed exclusive of VAT.
- 3.11 Strategic Defence Intelligence will make reasonable efforts to process your subscription promptly but does not guarantee that your subscription access (or in the case of Multi-User Subscribers, the access of any User) or supply of any login and/or password will be available by or within a particular time even if specifically requested by you.
- 3.12 Should your account fall overdue then interest will be charged at a rate of 3% per annum above Lloyd TSB's base rate from time to time in force together with compensation for debt recovery costs pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002. Interest will be calculated daily from the due date to the payment date.
- 3.13 Strategic Defence Intelligence will alert Subscribers that subscription to Strategic Defence Intelligence Premium Services is due to expire at least 30 days before the end of the Term by email, telephone or post. Unless Strategic Defence Intelligence receives written notice from a Subscriber 14 days or earlier prior to the end of the Term, Strategic Defence Intelligence reserves the right to renew the subscription for an additional year at the rate existing at the time of the renewal date.
- 3.14 If Strategic Defence Intelligence agrees (in its sole discretion) to provide further services to you other than Strategic Defence Intelligence Premium Services, the parties shall agree an additional fee in writing to be charged in connection with the provision of such additional services, to be agreed on a case by case basis.

4. Intellectual Property Rights

- 4.1 Subject to clauses 4.2 and 4.3, you acknowledge and agree that the Strategic Defence Intelligence Platform and any and all Intellectual Property Rights in and to the Strategic Defence Intelligence Platform, the Services and the Platform Content and any other materials created by MarketClusters in performing any Services are and shall remain the property of MarketClusters (or its licensors).
- 4.2 You acknowledge and agree that Strategic Defence Intelligence retains Intellectual Property Rights in respect of any Platform Content and other materials created by Strategic Defence Intelligence in performing any Services.
- 4.3 You acknowledge and agree that each Content Provider retains Intellectual Property Rights in respect of any Platform Content provided by such Content Provider to the Strategic Defence Intelligence Platform.
- 4.4 Subject to clauses 2.7, 2.9 and 4.5, Strategic Defence Intelligence and MarketClusters hereby indemnify you against any and all loss, liability, claims, proceedings, damages and expenses (including reasonable legal expenses) arising from any third party claim that the Strategic Defence Intelligence Platform, as used by you (or in the case of Multi-User Subscribers, the access of any User) in compliance with the provisions of these Terms, infringes any third party Intellectual Property Rights PROVIDED THAT Strategic Defence Intelligence and MarketClusters shall be entitled to conduct and/or settle all negotiations or litigation arising in connection with any claim that the Strategic Defence Intelligence Platform infringes third party Intellectual Property Rights and you shall not (and in the case of Multi-User Subscribers you shall procure that no User shall) make any admissions or otherwise prejudice Strategic Defence Intelligence's and MarketClusters' negotiation or settlement of such claim.
- 4.5 You shall:
- notify Strategic Defence Intelligence in writing immediately should you become aware of any pending, threatened or actioned claim relating to an infringement of any Intellectual Property Rights;
 - give (and in the case of Multi-User Subscribers you shall procure that any User shall give) Strategic Defence Intelligence and MarketClusters all reasonable assistance and comply with all reasonable requests for information in the conduct of such negotiation or pending, threatened or actioned litigation, provided that Strategic Defence Intelligence and MarketClusters shall reimburse you for all reasonable costs and expenses incurred by you in so doing.
- 4.6 Subject to clauses 4.1 and 4.2, Strategic Defence Intelligence hereby grants to you a non-exclusive, personal, non-transferable, licence (a) in the case of Individual Subscribers, to access and use the Strategic Defence Intelligence Premium Services yourself; or (b) in the case of Multi-User Subscribers, for the number of Users as may be specified in the applicable Order Form to access and use the Strategic Defence Intelligence Premium Services, in each case solely for the purposes of your own business purposes.
- 4.7 You undertake that you shall not (and shall procure that any third parties including without limitation any of your Users shall not) remove or alter any copyright notice, acknowledgement or branding from any content or materials reproduced from the Strategic Defence Intelligence Platform or reproduce any such content or materials

- without acknowledging the author, publisher or source of such work as shown on the Strategic Defence Intelligence Platform.
- 4.8 You undertake that you shall not (and shall procure that any third parties including without limitation any User shall not) sub-license, rent, lease, sell, copy, transmit, distribute, make available, communicate, publish, display transfer, assign or otherwise dispose of or grant any Intellectual Property Rights in the Platform Content to any third party.
- 5. Confidentiality**
- 5.1 Each party agrees that all Confidential Information is and will be kept confidential and used only as permitted by these Terms. By subscribing to Strategic Defence Intelligence Premium Services, you agree that Strategic Defence Intelligence can refer to you in order to promote Strategic Defence Intelligence and the Strategic Defence Intelligence Platform and for Strategic Defence Intelligence's general publicity purposes
- 6. Permitted and Non-Permitted Use**
- 6.1 You and Users may retrieve and display Platform Content on any compatible device, download and store one copy of individual articles in machine readable form, print one copy of individual articles on paper, and forward articles on an occasional basis via email, instant messaging or other messaging service.
- 6.2 Neither you nor your Users may use any Platform Content for any unlawful purpose. Except as expressly set out in these Terms, neither you nor your Users may download, store, reproduce, transmit, display (including without limitation display on any intranet or extranet site), copy, sell, publish, distribute, license, transfer, make available, provide access to the Platform Content to any entity or person or in any way commercially exploit any of the Platform Content. You shall use your best efforts to stop any such miss-use immediately after such use becomes known to you.
- 6.3 Without limitation, without prior written permission from Strategic Defence Intelligence neither you nor any third party (including without limitation any User) may do any of the following:
- (a) Create a database in electronic or structured manual form by systematically and/or regularly downloading/printing and storing all or any of the Platform Content; or
- (b) Deep link to, frame, spider, harvest or scrape the Platform Content or otherwise access the Strategic Defence Intelligence Platform for similar purposes; or
- (c) Use any machine, electronic, web-based or similar device to read or extract the Platform Content by automated or machine-based means.
- 6.4 Neither you nor any User may attempt to interfere with the proper working of the Strategic Defence Intelligence Platform and in particular must not attempt to circumvent security with, or otherwise disrupt, any computer system, server, web site, router or any other internet connected device supporting the Strategic Defence Intelligence Platform.
- 6.5 Strategic Defence Intelligence and MarketClusters reserve the right, but not the obligation, to monitor any activity and Platform Content (including but not limited to User Materials) associated with the Strategic Defence Intelligence Platform. Strategic Defence Intelligence may investigate any complaints or reported violation of the Strategic Defence Intelligence Platform and these Terms and take any action that Strategic Defence Intelligence deem reasonable and appropriate, which may include, but is not limited to, issuing warnings, suspending, terminating use by you (or your Users where applicable) of the Strategic Defence Intelligence Platform in accordance with clause 8 or attaching conditions to Strategic Defence Intelligence Platform access and/or removing any materials on the Strategic Defence Intelligence Platform.
- 7. Liability**
- 7.1 Strategic Defence Intelligence and MarketClusters do not provide any warranties in respect of the completeness, accuracy or availability of the Platform Content or otherwise in respect of the Services. Strategic Defence Intelligence, MarketClusters and Content Providers do not individually or severally provide any warranties in respect of the Platform Content. You agree that access by you (and your Users where applicable) to and use of the Services and Platform Content available through the Strategic Defence Intelligence Platform are on an "as is," "as available" basis. To the fullest extent permitted by law and except as expressly set out Strategic Defence Intelligence, MarketClusters and Content Providers specifically disclaim any representations or warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, relating to the Services, the Platform Content and all performance hereunder.
- 7.2 Strategic Defence Intelligence and MarketClusters do not provide any warranty that the Strategic Defence Intelligence Platform is free from infection by viruses and/or other code that has contaminating or destructive properties.
- 7.3 You acknowledge and agree that access to and use of the Services may depend on factors beyond Strategic Defence Intelligence's and MarketClusters' control including but not limited to factors affecting operation of the internet and that Strategic Defence Intelligence and MarketClusters shall not be responsible for failure to provide the Services arising from any reasons beyond their control.
- 7.4 You acknowledge that access to the Services shall not be uninterrupted or error free and the Strategic Defence Intelligence Platform shall require maintenance from time to time. MarketClusters may suspend the Service for maintenance or emergency repair. MarketClusters undertakes, wherever reasonably possible, to give reasonable notice of any and all maintenance and to undertake such maintenance promptly with a view to minimising interruptions and disruption to the Services.
- 7.5 You acknowledge and agree that:
- (a) the Strategic Defence Intelligence Platform provides access to third party websites, information, data and materials (which are not independently verified by Strategic Defence Intelligence or MarketClusters) and that Strategic Defence Intelligence and MarketClusters are not responsible for and shall not be liable for the accuracy, completeness, availability or security of those websites, information, data and materials; and
- (b) any agreements, transactions or other arrangements made between you and any third party named on the Strategic Defence Intelligence Platform will be with the third party and not with Strategic Defence Intelligence or MarketClusters and will be at your sole discretion and responsibility; and
- (c) you shall use the Services for information only and shall not rely on the Services (or any information accessible by the Services) whether for investment or other purposes without independently verifying the accuracy and completeness of such information; and
- (d) Strategic Defence Intelligence and MarketClusters make the Services available for information purposes only and the Services are not intended to address your particular requirements. The Platform Content is not to be deemed as or treated as any form of advice, recommendation, invitation, endorsement or arrangement from Strategic Defence Intelligence or MarketClusters or any of its employees or any Content Provider or other third party.
- 7.6 Strategic Defence Intelligence and MarketClusters and Content Providers shall not be individually or severally liable to you for any (a) indirect or consequential losses, or special, incidental, punitive, exemplary or other damages; or (b) any loss of income, profits, business, goodwill, data, opportunity (whether or not such loss arises in the normal course of events or Strategic Defence Intelligence or MarketClusters or Content Providers have been advised of the possibility of such loss) howsoever arising.
- 7.7 Subject to clause 7.8 and to the extent that the law permits, Strategic Defence Intelligence's and MarketClusters' total aggregate liability (whether arising in contract, tort (including negligence) or otherwise) arising out of or in connection with the Services shall not in any event exceed an amount equal to twelve months' Subscription Fees.
- 7.8 Nothing in these Terms shall exclude or limit Strategic Defence Intelligence's or MarketClusters' liability for death or personal injury arising from its negligence or any other liability which cannot be excluded or restricted at law. Any third party booking from an agent will be deemed jointly and severally liable with the agent's client to us in respect of all matters including charges relating to the booking and conditions therein contained. No action arising out of this agreement (other than an action by Strategic Defence Intelligence for the recovery of fees owed by the client to Strategic Defence Intelligence) may be brought more than one year after the cause of action first arose.
- 8. Term and Termination**
- 8.1 The Terms between the parties shall commence as of the Commencement Date and (unless or until earlier terminated in accordance with these Terms) shall continue in force for the Term.
- 8.2 Without prejudice to its other rights and remedies, either party may terminate these Terms forthwith by notice in writing to the other if the other party:
- (a) is in material breach (or in the case of a Multi-User Subscriber, any of its Users is in material breach) of any of these Terms and, in the case of a breach capable of remedy, fails to remedy such breach within 14 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it;
- (b) (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect;
- (c) (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies;
- (d) becomes or is declared insolvent or convenes a meeting of, or makes or proposes to make any arrangement or composition with, its creditors;
- (e) has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets;
- (f) ceases, or threatens to cease, to carry on business; or
- (g) undergoes any analogous or similar event or circumstances in any jurisdiction.
- Any Licence shall terminate immediately upon expiry or termination of the Agreement, however caused, without any rights of compensation for such termination or expiry. Immediately on such termination, the Customer shall cease using any password provided and shall delete from its computer hardware and storage media and otherwise destroy all copies of all the Product held subject to Clause 2.1. The Customer warrants that it will have carried out these acts within 7 days of termination.
- 8.3 Other than in accordance with clause 8.2, in the event that under clause 2.5 Strategic Defence Intelligence discontinues, suspends or terminates your access to all of the Strategic Defence Intelligence Premium Services, either party may terminate these Terms forthwith upon giving written notice to the other party and Strategic Defence Intelligence shall on request refund to you the pro rata share of the Subscription Fees paid by you which relates to the unexpired part of the Term in relation to which such annual Subscription Fees were paid.
- 8.4 Notwithstanding anything to the contrary stated in these Terms, each party shall have the right to pursue any remedies available to it at law or in equity.
- 8.5 In the event that these Terms are terminated the following shall apply:-
- (a) all rights granted by Strategic Defence Intelligence shall revert to Strategic Defence Intelligence without need for any further formality; and
- (b) you shall not thereafter exploit or use (and shall ensure that no User shall exploit or use) the Services.
- 9. Personal Data**
- 9.1 Strategic Defence Intelligence is subject to the UK Data Protection Act 1998 and is registered in the UK with the Information Commissioner to process your personal information. Our primary goal in collecting personal information from you is to give you an enjoyable customised experience whilst allowing us to provide services and features that most likely meet your needs. We collect certain personal information from you, which you give to us when using our Sites and/or registering or subscribing for our products and services. We also collect certain personal data from other group companies to whom you have given information through their websites. The information provided will be held on our database and may be shared with other companies within the same Group. Occasionally your details may be made available to our external partners. If you do not want us to continue using this information please notify us at unsubscribe@strategicdefenceintelligence.com. Any personal information supplied to Progressive Media Group Ltd as part of this registration process and/or any other interaction with Progressive Media Group Ltd will be collected, stored and used by Progressive Media Group Ltd its subsidiaries, related companies or affiliates in accordance with the Progressive Media Group Ltd Privacy Policy. Please email privacypolicy@strategicdefenceintelligence.com for a copy of the Progressive Media Group Ltd Privacy Policy.
- 10. General**
- 10.1 Neither party shall be liable for any delay or failure to perform any obligation under this Agreement due to any event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labour dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of services and platforms used to operate our electronic media.
- 10.2 These Terms, (in the case of Subscribers together with the Order Form or Card Purchase Confirmation (if applicable)) constitute the entire agreement between Strategic Defence Intelligence and you. All prior agreements, understandings and negotiations and representations (save for fraudulent misrepresentation) whether oral or in writing are cancelled in their entirety. The terms of any other electronic communications will not form part of this agreement.
- 10.3 No variation or waiver of any of the terms of these Terms shall be valid unless evidenced in writing and signed by or on behalf of both parties.
- 10.4 Except as otherwise provided herein, no addition, amendment or modification of these Terms shall be effective, unless it is in writing and signed by a duly authorised signatory of each party.
- 10.5 You may not assign or subcontract these Terms (nor any of its rights or obligations under these Terms) without Strategic Defence Intelligence's prior written consent. Strategic Defence Intelligence may assign these Terms or any of its rights or obligations under these Terms and may subcontract any of its obligations under these Terms to any third party, provided that it shall remain liable for such obligations. Any attempt to resell, assign or transfer rights without Strategic Defence Intelligence's consent will entitle Strategic Defence Intelligence to cancel the contract without liability to you. A person who is not party to this contract has no right under the Contracts (Rights & Third parties) Act 1999 to rely upon or enforce any terms of this agreement.
- 10.6 This agreement is governed by English law and each party agrees that the courts of England will have non-exclusive jurisdiction to deal with any disputes arising out of or in connection with this agreement. Changes to this contract can only be made in writing. Printed terms and conditions in any additional documents issued by you or your agent will not be recognised as binding.