

## **ORDER FORM**

I would like to purchase the following publications/services in English which are defined in "*Pharma China - Product Description/Pricing*" on page 3. I have read and accept "*Terms and Conditions for the Use of Publications and Information Services of Wicon International Group LLC*" on page 5.

<b>Product / Package</b>	<b>Format</b>	<b>License Type</b>	<b>Net Price (US\$)*</b>
Pharma China ( <i>Journal Edition</i> )	PDF		
Pharma China ( <i>Web Edition</i> )	Online		
Pharma China Gold Package	PDF		
China Pharmaceutical Guide (current)	PDF		
Pharma China Platinum Package	PDF		
Credit Card/Handling Charge (3% on credit card payments only)			
Applicable Taxes* (7% for NJ businesses plus local withholding taxes, if any)			
* <i>Our price is net of all local withholding or other taxes.</i>			<b>NET TOTAL</b>

Name \_\_\_\_\_  
 Company \_\_\_\_\_ Job Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City & State/Province \_\_\_\_\_ Post/Zip Code \_\_\_\_\_ Country \_\_\_\_\_  
 Tel \_\_\_\_\_ Fax \_\_\_\_\_ e-mail \_\_\_\_\_  
 Date \_\_\_\_\_ PO # \_\_\_\_\_ Authorized Signature \_\_\_\_\_  
 Name and e-mail of Designated User (if different from above) \_\_\_\_\_

### **Payment**

- I enclose a check/money order drawn from a US bank for US\$ \_\_\_\_\_
- Please charge:  Visa  Mastercard  Amex  Discover for US\$ \_\_\_\_\_  
 Card # \_\_\_\_\_ Cardholder name \_\_\_\_\_  
 Signature \_\_\_\_\_ Expiration \_\_\_\_\_ Card Code \_\_\_\_\_  
 Cardholder's full billing address \_\_\_\_\_
- I would like to TT/Wire US\$ \_\_\_\_\_ (see Payment Instructions)
- Please bill me/my company (only available for products of Wicon International)
- My company is located in mainland China, please have your agent in China contact me

**Cancellation Policy:** We guarantee the right of our subscribers to cancel the subscription of *Pharma China* products (with the exception of China Pharmaceutical Guide and platinum package) within 15 days of order. A full refund (minus bank charges if payment was made by credit card or wire) will be issued if a subscriber chooses to cancel during this period.

### **Return this order form (only this page) to:**

WiCON International Group LLC, 21 Bridge Street, Metuchen, NJ 08840, USA.  
 Fax: +1 801-751-5728 Email: [info@pharmachinaonline.com](mailto:info@pharmachinaonline.com)

## Instructions for Completing Pharma China's Order Form

1. Make sure you have installed **Acrobat Reader** or **Acrobat Professional** (at least version 7.0). If you do not have version 7.0 or above, contact us for an order form for lower versions.
2. Only page 1 of the order form need to be completed.
3. Click on the **arrow** (it is a dropdown list) in the order form table to choose product(s), format and license type that you intend to subscribe, but you need to fill out the **Total** (amount), contact and payment information yourself. If you don't know how to use it, you can always fill out the entire order form using keyboard.
4. **Format** in the order form refers to delivery or presentation form of our products. The formats of our Journal Edition and China Pharmaceutical Guide (**PDF**), while the format for our web edition is **Online**. For example, if you would like to order a gold package (which includes both the Journal Edition and Web Edition) with Journal Edition in PDF, then you should choose the format "PDF+Online".
5. **License Type** in the order form refers the types of subscription in terms of user licenses such as single-user, n-user (n being the number of users), site (standard 5 users) and global (standard 12 users).
6. On the **File** menu, click **Save As** to save the completed order form (first page only) to a new file if you use acrobat professional, or click **Print to Adobe PDF, Fax** or **Microsoft Office Document Image Writer** to save as a new file if you use acrobat reader.
7. Print the first page of the completed order form, sign and return it to us in a scan file or via fax (+1 801-751-5728).
8. If you find the above difficult to understand, the last resort is to print it out and handwrite on the printed form.
9. There is no **handling charge** except for credit card payments. Please add 3% for all payments via credit card. There is no **sales tax** unless your order address is located in NJ.

## Pharma China - Product Description/Pricing

### 1. Pharma China Journal Edition

**Description:** annual subscription of Pharma China *Journal Edition* includes the following:

- ✓ 12 monthly issues of Pharma China *Journal Edition* in PDF
- ✓ The *premium edition* of Pharma China Weekly e-Alert (access to premium articles of Pharma China *Web Edition* not included) with summaries of top stories each week

**Subscription Options and Pricing:**

Annual Subscription	USD	CNY
Single-user PDF	1,800	13,000
Additional user (same site under 5) @ 40% discount	1,080	7,800
Multi-user PDF (5 users)	5,400	39,000
Multi-user PDF (12 users)	10,800	78,000

\* Contact us for customized quotations

### 2. Pharma China Web Edition

**Description:** annual subscription of Pharma China *Web Edition* includes the following:

- ✓ One year unlimited access to all premium features articles and news under Pharma China *Web Edition* section of [www.pharmachinaonline.com](http://www.pharmachinaonline.com) (access to Pharma China *Archives* which contains news and articles older than one year is not included)
- ✓ The *premium edition* of Pharma China Weekly e-Alert with summaries of top stories

**Subscription Options and Pricing:**

Annual Subscription	USD	CNY
Single-user	2,400	17,500
Additional user (same site under 5) @ 40% discount	1,440	10,500
Multi-user License (5 users)	7,200	52,500
Multi-user License (12 users)	14,400	105,000

\* Contact us for customized quotations

### 3. Pharma China Gold Package

**Description:** annual subscription of Pharma China Gold Package includes the following:

- ✓ 12 monthly issues of Pharma China *Journal Edition* in PDF
- ✓ One year unlimited access to all premium features articles and news under Pharma China *Web Edition* section of [www.pharmachinaonline.com](http://www.pharmachinaonline.com)
- ✓ One year unlimited access to all features articles and news under Pharma China *Archives* section of [www.pharmachinaonline.com](http://www.pharmachinaonline.com)
- ✓ One year unlimited access to three premium online databases, "Deals, Agreements & Disputes Monitor", "Regulatory Monitor" and "R&D/Pipeline Monitor", of [www.pharmachinaonline.com](http://www.pharmachinaonline.com)
- ✓ The *premium edition* of Pharma China Weekly e-Alert with summaries of top stories

**Subscription Options and Pricing:**

Annual Subscription	USD	CNY
Single User	2,950	21,500
Additional user (same site under 5) @ 40% discount	1,770	12,900
Multi-user License (5 users)	8,850	64,500
Multi-user License (12 users)	17,700	129,000

\* Contact us for customized quotations

**4. China Pharmaceutical Guide (Current Edition)**

**Description:** Purchase of China Pharmaceutical Guide includes the following:

- ✓ China Pharmaceutical Guide (Current Edition) in PDF
- ✓ The *premium edition* of Pharma China Weekly e-Alert (access to premium articles of Pharma China *Web Edition* not included) with summaries of top stories each week

**Subscription Options and Pricing:**

	USD	CNY
Single-user PDF	4,100	30,000
Additional PDF user (same site under 5) @ 40% discount	2,460	18,000
Multi-user PDF (5 users)	12,300	90,000
Multi-user PDF (12 users)	24,600	180,000

\* Contact us for customized quotations

**5. Pharma China Platinum Package**

**Description:** annual subscription of Pharma China Platinum Package includes the following:

- ✓ All products and services included in Pharma China Gold Package described above in #3
- ✓ China Pharmaceutical Guide (Current Edition) in PDF

**Subscription Options and Pricing:**

Annual Subscription	USD	CNY
Single-user	5,800	42,000
Additional user (same site under 5) @ 40% discount	3,480	25,200
Multi-user License (5 users)	17,400	126,000
Multi-user License (12 users)	34,800	252,000

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1.2 Any additional terms and conditions ("Additional Conditions") applicable to particular Materials will be set out on the relevant client order form ("Order Form"). If any of the Additional Conditions are inconsistent with any of these terms and conditions, the Additional Conditions will prevail, but only to the extent of the inconsistency. The Order Form will indicate the particular Materials which you have chosen to purchase or to which you have subscribed.

### **2. Definitions**

2.1 Throughout these Terms and in the Order Form, the following definitions apply:

**"Computer Network"** any electronically-linked configuration in which two or more users have common access to software or data

**"Client"**, **"you"** or **"your"** any person, firm, company or other body which enters into an agreement with WiCON to receive or have access to any Materials, (regardless of the mode of their delivery to the Client), but this does not extend to or include other companies within the same group of companies as the Client

**"Client Location"** a geographical site specified by a single mailing address in the Order Form

**"Data"** information contained in:-

- (a) any of the Materials; or
- (b) any Product

which the Client has selected to be supplied by WiCON. The expression "Data" also includes any software (whether or not proprietary) supplied by WiCON as part of any Product for processing the information contained in it

**"Deliverables"** any items described in the Order Form which form part of the Materials purchased or subscribed for by the Client and which are to be delivered by (or on behalf of) WiCON

**"EDS"** stands for "Electronic Data Storage" and means any automated mode of storing accessible data whether or not digital, including computer hard drives, PDFs, ROM files, tapes, CDs, diskettes, DVDs or any other means of storage of information excluding physically printed data

**"One-off Purchase"** means the purchase of any Materials by the Client other than on a Subscription basis

**"Online Services"** online Materials available on the websites operated by or for WiCON

**"Personnel"** means any employee of or contractor engaged by the Client

**"Product"** any combination of Data published, supplied or distributed by WiCON in whatever medium now known or developed in the future

**"Services"** any services described in the Order Form which are associated with and/or form part of the Materials purchased or subscribed for by the Client

**"Subscription Period"** means the period for which the Client has obtained the agreement of WiCON to provide or make any particular Materials and/or Products available to Users (provided that such period has not been terminated under any other provision of the Terms) and Subscription has a corresponding meaning. Unless WiCON agrees otherwise, a Subscription Period begins only when full payment has been received by WiCON

**"User"** means any member of Personnel who has been included in the agreed total number of Users set out in the Order Form and who is authorized by both WiCON and the Client to have access to or otherwise be supplied with the Materials and/or Products purchased or subscribed for by the Client

References to the singular include the plural, and references to one gender include all other genders. The expression "our website" means a website operated by or for WiCON.

### **3. Terms applicable to all Materials and Products**

3.1 We warrant that:

- (a) we have a right to license the Materials and Products to you;
- (b) we will provide the Materials and Products with reasonable skill and care;
- (c) we will provide the Materials and Products to you for the subscription period; and
- (d) if we are unable to provide the Materials and Products to you for parts of or the entire subscription period, we will refund the relevant unexpired parts of or entire subscription fees to the client (see 5.4 for details).

(e) you have the right to cancel the subscription of *Pharma China Journal Edition* and *Pharma China Web Edition* at any time, no reason needed. A full refund (minus bank charges if payment was made by credit card or wire) will be issued if you choose to cancel within 15 days of order. After the 15 day grace period, a partial refund will be issued for the unexpired subscription period on a prorated basis.

3.2 WiCON grants you a non-exclusive, non-transferable licence to use and/or to access the Materials and/or the Products to which you have subscribed or purchased but only in accordance with the permitted use terms and restrictions applicable to the type of licence you have purchased. You undertake to comply with the permitted use terms and restrictions applicable to the type of licence you have purchased and to procure that all Users and/or members of your Personnel do likewise.

3.3 The licence granted to you is granted on these Terms and on any Additional Conditions applicable to particular Materials and/or Products as set out on the Order Form.

3.4 The Order Form will indicate the particular Materials and/or Products purchased by you or to which you have subscribed and which type of licence you have purchased, the different licence options being classified as follows:

- (a) Single User Licence (please see Part 5 for permitted use terms and restrictions); or
- (b) Multi-User Licence (please see Part 5 for permitted use terms and restrictions); or
- (c) Site Licence (please see Part 5 for permitted use terms and restrictions); or
- (d) Multi-Site Licence (please see Part 5 for permitted use terms and restrictions).

3.5 We have used our reasonable endeavors to ensure that all Materials, Products and Online Services comply with US laws. However, we make no representations that the Materials, Products and/or Online Services are appropriate or available for use in locations outside USA. Those who visit our website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. You accept that if you are resident outside the United States, you must satisfy yourself that you are lawfully able to use and purchase or subscribe to the Materials, Products and/or Online Services and, to the extent permitted by applicable law, WiCON accepts no liability for any costs, losses or damages in this regard.

3.6 The contents of the Online Services and of the Materials and of Products are protected by international copyright laws, database rights and other intellectual property rights. The owner of these rights is WiCON, our affiliates or other third party licensors. All product and company names and logos contained within our website or the Online Services or the Materials or Products are the trade marks, service marks or trading names of their respective owners, including us. All of our rights which are not specifically granted to you by these Terms are reserved to us.

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3.8 We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In

circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of Online Services, Materials or any Product, we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of WiCON or our servants, agents or any other person or entity.

3.9 You may not assign, transfer or sub-licence any of your rights under these Terms and/or the Order Form.

3.10 These Terms together with the Additional Conditions, the Order Form and payment method instructions, (if any), are the whole agreement between you and WiCON. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by WiCON or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind this agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in these Terms, the Additional Conditions, the Order Form and payment method instructions (if any).

3.11 These Terms and your use of our websites are governed by laws and regulations of the United States and you submit to the exclusive jurisdiction of the US courts.

3.12 Except in respect of a payment obligation, neither you nor WiCON will be held liable for any failure to perform any obligation to the other due to causes beyond your or WiCON's respective reasonable control.

3.13 Failure or delay by either party in enforcing an obligation or exercising a right under these Terms does not constitute a waiver of that right or remedy.

3.14 We have the right (but not the obligation) to monitor use of the Online Service and/or access to Materials in order to verify compliance with these Terms and any Additional Conditions and/or any operating rules established by us and/or to satisfy any law, regulation or authorized government request.

3.15 We are entitled (in our absolute discretion and without any requirement for explanation) to refuse any subscription or purchase request for any of the Materials.

3.16 You undertake that all details you provide to us for the purpose of purchasing and/or subscribing to Materials will be correct, that the credit or debit card which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any purchase/subscription. We reserve the right to obtain validation of your credit or debit card details before supplying or allowing you access to the Materials.

3.17 For the avoidance of doubt, we will not be bound to supply or permit access to any of the Materials unless and until EITHER:-

- (a) we receive a properly completed and signed Order Form from the prospective Client; OR
- (b) If (in our absolute discretion) we agree to accept payment after the start of the Subscription Period, you will pay us the amount due within 30 days after the date of our invoice to you for the Materials (unless otherwise agreed).

#### **4. Terms applicable to Online Services**



4.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, e-mail verification and password that may be given to you (or to your authorized Users) or selected by you (or by your authorized Users) for access to Online Services. You may not share these with or transfer them to any third parties and you will procure that your authorized Users do not share these with or transfer them to any third parties. You must notify WiCON immediately of any unauthorized use of them or any other breach of security regarding our website that comes to your attention.

4.2 We will of course try to make Online Services available but cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and we do not accept any liability for their unavailability. You must not attempt to interfere with the proper working of the Online Services and, in particular, you must not (a) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device (b) use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).

4.3 WiCON makes no representations whatsoever about any other websites which you may access through the Online Services. When you access any other website you understand that it is independent from WiCON and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that WiCON endorses or accepts any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

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4.5 We reserve the right:

(a) to make changes or corrections and to alter, suspend or discontinue any aspect of the Online Services;

(b) to vary the technical specification of the Online Services;

(c) temporarily to suspend your access to Materials and/or Products to which you have subscribed through the Online Services (and/or to the Online Services generally) for the purposes of maintenance or upgrade (but we will use our reasonable endeavors to minimize the period of suspension).

## **5. Terms applicable to Subscriptions only**

5.1 WiCON will supply and/or grant you access to the Materials and/or Products to which you have subscribed for the Subscription Period as set out on the Order Form.

5.2 WiCON may terminate or suspend your Subscription at any time if you are found in breach of any of these Terms or of the Additional Conditions. In these circumstances you will not be entitled to any refund.

5.3 We reserve the right at any time during the Subscription Period:

- (a) to make changes or corrections and to alter, suspend or discontinue any aspect of any of the Materials or of any Product;
- (b) to vary the technical specification of any of the Materials or of any Product;
- (c) at any time to withdraw any of the Materials or any Product (or any part of the Materials or of any Product) to which you have subscribed if WiCON ceases to publish or ceases to have the right to publish the relevant Materials or Product or if the same are the subject of a libel or copyright or other third party right infringement allegation and WiCON considers that withdrawal is advisable in the circumstances.

5.4 If we exercise our right to withdraw Materials or Products under clause 5.3(c), we may offer you broadly equivalent replacement materials and information instead of those withdrawn but if you notify us that you do not wish to accept such replacements or if we are unable to (or do not) offer such replacements, then we will refund the unexpired portion of your subscription payment in respect of the withdrawn Materials or Products for the Subscription Period in question. Any such refund will be in final settlement of the matter and will discharge all of our liabilities to you in respect of the withdrawn Materials or Products.

## 6. Licence Types

**6.1 Single User Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

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- (i) display such Materials and/or Products electronically to one member of your Personnel who is nominated by you to be the User or (in the case of hard copy Materials and/or Products) permit the same to be read and/or reviewed by any one concurrent member of your Personnel at any given time;
- (ii) download and store one copy of such Materials and/or Products in machine readable form;
- (iii) use limited and insubstantial extracts from the Data for external purposes provided that WiCON's copyright notice is included in the document and (expressly and with reasonable prominence and otherwise in a form approved by WiCON), WiCON is acknowledged as the source of the Data so used and where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with WiCON) not be released unless either a proof, copy or relevant section of the document is supplied to WiCON for release authorization during US office hours and WiCON gives such authorization in writing - WiCON will not unreasonably withhold or delay such authorization;
- (iv) print one copy of such Materials and/or Products; and
- (v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

(b) **you may not:**

- (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
- (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
- (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network;
- (iv) distribute the Materials, Products and/or Data via an intranet or global network;
- (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
- (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
- (vii) allow any person other than the one named authorized User to use and/or gain access to the Materials, Products and/or Data;
- (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
- (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the one named and authorized User to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

**6.2 Multi-User Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

(a) **you may:**

- (i) display such Materials and/or Products electronically but only to the agreed number of Users set out in the Order Form being persons individually nominated by you to be the Users or (in the case of hard copy Materials and/or Products) permit each such hard copy to be read and/or reviewed by any one concurrent member of your Personnel at any given time;
- (ii) download and store no more than one copy per named and authorized User of such Materials and/or Products in machine readable form;
- (iii) use limited and insubstantial extracts from the Data for external purposes provided that WiCON's copyright notice is included in the document and (expressly and with reasonable prominence and otherwise in a form approved by WiCON), WiCON is acknowledged as the source of the Data so used and where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with WiCON) not be released unless either a proof, copy or relevant section of the document is supplied to

WiCON for release authorization during US office hours and WiCON gives such authorization in writing - WiCON will not unreasonably withhold or delay such authorization;

(iv) print no more than one copy per named and authorized User of such Materials and/or Products; and

(v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

**(b) you may not:**

(i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;

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(iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;

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(v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;

(vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;

(vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;

(viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or

(ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

**6.3 Site Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

**(a) you may:**

(i) display such Materials and/or Products electronically at the agreed location set out in the Order Form to the agreed number of Users set out in the Order Form being persons individually nominated by you to be the Users or (in the case of hard copy Materials and/or Products) permit each such hard copy to be read and/or reviewed by any one concurrent member of your Personnel at any given time provided that in each case, all are members of your Personnel located at the Client Location;

(ii) download and store no more than one copy per named and authorized User of such Materials and/or Products in machine readable form;

(iii) use limited and insubstantial extracts from the Data for external purposes provided that WiCON's copyright notice is included in the document and (expressly and with reasonable prominence and otherwise in a form approved by WiCON), WiCON is acknowledged as the source of the Data so used and where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with WiCON) not be released unless either a proof, copy or relevant section of the document is supplied to WiCON for release authorization during US office hours and WiCON gives such authorization in writing - WiCON will not unreasonably withhold or delay such authorization;

(iv) print no more than one copy per named and authorized User of such Materials and/or Products; and

(v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

**(b) you may not:**

(i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;

(ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;

(iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;

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- (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
- (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
- (vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;
- (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
- (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.