Product Licence and Terms of Sale

Effective date: 22 October 2026 **Seller:** Political Brand Institute Pty Ltd (ABN 74 702 445 047), 388 George Street, Sydney NSW 2000, Australia ("we", "us", "our")

1. Application and acceptance

These terms apply to each purchase of a report, dashboard access or related research product from us (each, a "Product"). A "Report" is a Product delivered as a document. A "Dashboard" is a Product delivered as online access.

By ticking the acceptance box, completing checkout or accessing a Product, you confirm you have read and accepted these terms. If you buy on behalf of an organisation, you confirm you are authorised to bind it, and "you" means that organisation.

2. The Product

Each Product presents findings from an online social-research survey of registered voters in the United States concerning political brands. The Product description at checkout identifies the Report or Dashboard, the survey wave and field dates, the sample size and weighting, what is included, and any Access Period.

Unless the Product description states otherwise, each Product reports a single survey wave. It shows how voters answered at that time. It does not measure change over time, so it does not show whether any party's position is rising or falling, and it should not be compared with other surveys. Comparisons between groups of voters are shown at that point in time only.

Research findings are provided for information and research purposes only. They are not political, legal, financial, investment, employment, polling, campaign or other professional advice. You are responsible for deciding whether a Product suits your purpose and for any decision you make using it.

3. Licence

Subject to full payment and compliance with these terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to use the purchased Product for your internal purposes.

You may share a Report with employees and contractors of your organisation who need it for your organisation's internal work and who are bound by obligations consistent with these terms ("Authorised Users"). You are responsible for your Authorised Users' compliance with these terms. Dashboard access is limited to named seats under clause 6.

Distribution beyond your organisation, or use across a group of related organisations, requires a separate enterprise agreement with us.

Except for the licence above, no ownership or intellectual-property rights are transferred to you.

4. Restrictions

Except as permitted by clauses 3 and 5, you must not, and must not allow anyone else to:

- sell, rent, licence, publish, distribute or otherwise make a Product available to third parties;
- copy, forward, upload, print for distribution, or otherwise make a Report available to anyone other than you and your Authorised Users;
- reproduce, upload, scrape, reverse engineer, extract, decompile, or create a competing dataset, product or service from a Product;
- remove copyright, source, confidentiality, watermark or attribution notices;
- use a Product to train an artificial-intelligence system or model without our prior written consent; or
- use a Product unlawfully, or in a way that misrepresents the research, methodology or findings.

5. Citation and media use

You may cite the research publicly, including in journalism, commentary, academic work and presentations, if the citation is accurate, does not misrepresent the findings, and attributes the research to "Political Brand Institute" with the Product title and publication date.

In any one publication you may:

- quote excerpts of no more than 250 words per quotation; and
- reproduce no more than 3 charts, each unaltered and with the source line visible.

You may not reproduce full data tables or a substantial part of a Report or Dashboard, or publish underlying or respondent-level data, without our prior written permission.

Suggested attribution: "Source: Political Brand Institute, [Product Title], [Month Year]."

6. Accounts and dashboard access

Seats. An Explorer Dashboard licence includes one (1) seat and an Analyst Dashboard licence three (3) seats. A seat is one named individual with their own login. Login details may be used only by the person named for that seat, and must not be shared with anyone else, including colleagues.

Access is enforced by the account system. We may limit the number of active logins per seat, and may suspend any seat that shows signs of shared use.

Breach. If we reasonably believe credentials are shared, we may suspend the affected seats immediately and ask you to confirm seat use within 10 business days. You must keep login details secure and tell us promptly about any unauthorised access.

Audit. On reasonable notice, you must provide a list of named seat holders and confirm they comply with these terms. We may also review the seat-usage records held in our account system, and will use them only to check compliance and keep the Dashboard secure.

Duration. Each Dashboard purchase gives access to the dashboard for one survey wave (for example, wave 1 or wave 2). Each wave is bought separately. Access lasts 6 months from the date it is first enabled (the "Access Period"). Access does not renew automatically and does not include any other wave. To continue after the Access Period, you can make a new purchase at the price then current.

We may make reasonable changes to improve, maintain or secure the Dashboard. We will not deliberately reduce the core purchased functionality during the Access Period, except where required for security, law, or a material change by a third-party service.

7. Payment and taxes

Prices are shown at checkout in US dollars (USD) and exclude any applicable taxes. If sales tax, GST or a similar tax applies to your purchase, it will be shown at checkout before you pay. Fees are payable in full at checkout unless we agree otherwise in writing.

Payment is processed by Stripe or another provider identified at checkout. We do not store full payment-card details.

If a payment fails, is reversed or is charged back, we may suspend access to the Product until the payment is resolved.

8. Delivery and refunds

Digital Reports and Dashboard access are delivered or enabled after payment, subject to technical availability. We may hold delivery until payment clears.

Change of mind. Because Products are digital and are made available immediately after purchase, we do not offer refunds for change of mind.

Access problems. If you cannot access a Product you have paid for, tell us at support@politicalbrandinstitute.com within 7 days of purchase. If we cannot fix the problem within a reasonable time, we will refund the amount you paid for that Product.

Not as described. If a Product is not supplied as described, contact us at support@politicalbrandinstitute.com and we will resolve it or provide an appropriate remedy.

Nothing in this clause limits any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.

9. Research limitations

Research reflects the methodology, population, field dates, questions, sample and limitations stated in the relevant Product, including the following:

- The sample is an online panel of registered voters. It is not a probability sample, so conventional margins of error do not apply in the usual way.
- Results are weighted estimates and carry sampling and measurement uncertainty.
- Results describe the surveyed population at the field dates. They are not a prediction of future votes, behaviour, election outcomes, or public opinion.
- Subgroups below the minimum base size are suppressed or flagged.

10. Intellectual property and feedback

We retain all rights in each Product, the underlying research, methodology, datasets, Dashboard, software, branding and related materials.

If you give us feedback, you grant us a non-exclusive, worldwide, royalty-free right to use it to improve our products, without identifying you unless you agree.

11. Liability and consumer guarantees

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- **EACH PRODUCT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS;**
- **WE DO NOT WARRANT THAT A PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETE, OR SUITABLE FOR YOUR PARTICULAR PURPOSE, AND WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;**
- **WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, OR FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR OPPORTUNITY; AND**
- **OUR TOTAL LIABILITY ARISING FROM A PRODUCT IS LIMITED TO THE AMOUNT YOU PAID FOR THAT PRODUCT IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.**

Nothing in these terms excludes, restricts or modifies any consumer guarantee or other right that cannot lawfully be excluded, including under the Australian Consumer Law or the consumer protection laws of the place where you live. Where the law allows us to limit remedies for a breach of a consumer guarantee, our liability is limited, at our option, to supplying the Product again or paying the cost of doing so.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, so some of the above exclusions and limitations may not apply to you.

12. Indemnity

You indemnify us against any loss, damage or cost (including reasonable legal costs) arising from a breach of clauses 3, 4 or 5 by you or your Authorised Users or seat holders, except to the extent the loss was caused by us.

13. Termination

We may suspend or terminate your licence and access immediately if you materially breach these terms. On termination, you must stop using the Product and delete copies under your control, except where law requires you to keep them.

Clauses on intellectual property, restrictions, citation, liability, indemnity, governing law and accrued rights survive termination.

14. Changes

We may update these terms for future purchases. The version you accepted at checkout applies to your purchase, unless a change is required by law or is reasonably necessary to address security or misuse.

15. Events outside our control

We are not liable for delay or failure to perform caused by events reasonably outside our control, including outages or failures of third-party hosting, payment or internet services. If an event like this prevents Dashboard access for more than 30 consecutive days, we will extend your Access Period by the period of the outage.

16. General

- **Order of precedence.** For Products, these terms prevail over our Website Terms of Use if they are inconsistent.
- **Entire agreement.** These terms, the Product description at checkout and any written enterprise agreement are the entire agreement between us about a Product.
- **Severability.** If any part of these terms is invalid or unenforceable, it is read down or severed, and the rest continues to apply.
- **Assignment.** You may not transfer your rights under these terms without our written consent. We may transfer them to a related company or a buyer of our business, on notice to you.
- **No waiver.** Not enforcing a right straight away does not waive it.
- **Notices.** We may give notices by email to the address on your account. You may give notices to the email address below.

17. Governing law and contact

These terms are governed by the laws of New South Wales, Australia. You and we submit to the non-exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from them. This does not remove any consumer protection you have under the law of the place where you live.

Contact: Political Brand Institute Pty Ltd, 388 George Street, Sydney NSW 2000, Australia. Email: support@politicalbrandinstitute.com.