

# TERMS OF USE & CONDITIONS OF SALE

Last Update: July 12, 2023

IMPORTANT: PLEASE REVIEW THESE TERMS OF USE AND CONDITIONS OF SALE (INCLUDING THE SALES AND REFUND POLICIES BELOW) BEFORE ACCESSING, USING, POSTING A REVIEW, OR MAKING A PURCHASE OF SERVICES AND PRODUCTS ON WWW.PANDORUSINTELLIGENCE.COM (the "WEBSITE").

These Terms of Use and Conditions of Sale (the "Terms" or "Agreement"), together with our Privacy Policy, which is incorporated herein by this reference, represent the legally binding agreement between you and Pandorus Intelligence, LLC and its operating entities (the "Company"). These Terms govern your access of and use of the Information, Services, Software Functionality, and/or Materials ("Services and Materials") provided by the Company on or through the website; your purchase of Reports from the website ("Report"); your use of any background information services ("Background Information Services") provided to you in connection with any purchase; the display of information about you in Reports; and the Background Information Services published by the Company on or through the website. THE COMPANY IS WILLING TO LICENSE OR ALLOW THE USE OF THE WEBSITE, THE RELATED SERVICES AND MATERIALS, AND THE BACKGROUND INFORMATION SERVICES TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT. BY USING THE WEBSITE, YOU EXPRESSLY ACCEPT AND AGREE TO BE BOUND BY AND ABIDE BY ALL THE TERMS CONTAINED HEREIN, AND BY ACCEPTING THESE TERMS THROUGH THE COMPLETION OF A PURCHASE, SELECTION OF A METHOD OF PAYMENT, AND YOUR ENTRY OF PAYMENT METHOD INFORMATION, YOU HEREBY AUTHORIZE THE COMPANY ("WE", "US", AND "OUR") TO CHARGE THE SELECTED PAYMENT METHOD AND ITS ASSOCIATED PAYMENT ACCOUNT THAT YOU HAVE SPECIFIED FOR THE PURCHASE OF ONE OF THE COMPANY'S SERVICES AND MATERIALS. IF YOU DO NOT AGREE WITH THE ENTIRETY OF THESE TERMS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR USE THIS WEBSITE AND/OR THE SERVICES AND MATERIALS, AND YOU ARE HEREBY INSTRUCTED TO EXIT THE WEBSITE IMMEDIATELY. ANY UNAUTHORIZED USE OF THE WEBSITE, THE RELATED SERVICES AND MATERIALS, AND THE BACKGROUND INFORMATION SERVICES ARE EXPRESSLY PROHIBITED. We may update or modify these terms by posting such update or modification on the website, or by other means as required under applicable law. Any such change, update, or modification will be effective immediately upon posting on the Site. If you do not agree to the new changes, please stop using the website.

**THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW OR IF YOU OPT-OUT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION BELOW.**

**IT IS STRONGLY RECOMMENDED THAT YOU REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING, USING, OR BUYING ANY SERVICES OR MATERIALS THROUGH THE WEBSITE. YOU ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT IN FULL IF YOU USE OR MAKE A PURCHASE ON THE WEBSITE. IF YOU DO NOT ACCEPT THIS AGREEMENT AND OTHER POSTED POLICIES THEN DO NOT USE THE WEBSITE, DO NOT**

PROVIDE ANY INFORMATION TO THE WEBSITE, AND DO NOT PURCHASE ANY PRODUCTS ON THE WEBSITE.

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## 1. REVIEW & CONTENT GUIDELINES

The Company invites users of the services and products available on [www.pandorusintelligence.com](http://www.pandorusintelligence.com) (the "Product Page") to leave and/or post honest reviews, ratings, and commentary of the Product Page and any corresponding services, materials, or items relating to the Product Page (collectively, "Reviews") while logged into their account. To the extent you leave and/or post a Review, you hereby acknowledge and agree to the following:

- You are an actual user of the Product Page and have experience with the products and/or services available through the Product Page.
- You do not have an undisclosed material connection to the Company that might materially affect the weight or credibility of the review.
- You will provide the Company with your email address that is the same email address you provided to the Company when you interacted with the Product Page. You understand that, to the extent your email address does not match an email address associated with a user of the Product Page, your Review will not be posted and/or removed.
- You will only provide honest and relevant reviews that reflect your own personal experiences with the Product Page.
- You will not upload, post, display, or transmit any of the following materials:
  - Anything that interferes with or disrupts the operation of the website
  - Statements or material that defames, harasses, abuses, stalks, threatens, intimidates, or in any way infringes on the rights of others
  - Unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of others
  - Statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction
  - Statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person
  - Statements or material that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of the Company
  - Statements or material that misrepresents your affiliation with any entity and/or the Company
  - Statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials
  - Statements or material that are "off-topic."

The Company reserves the right, in its sole discretion, to not post your Review or to remove any posted Review from the website for any reason and without notice or notification to you of the same.

## **2. Permission to Use Postings & Information**

You acknowledge and agree that you have no proprietary interest in the website. You agree that, in the event you access the website or use the Services and Materials and Background Information Services including by, but not limited to, conducting a search for yourself on the website or authorizing another person to conduct a search for you on the website, you have expressly consented to the use and display of information about you (including, without limitation, your name and other attributes of your identity) on the website for any and all commercial and non-commercial purposes. Moreover, by submitting a Review, you automatically grant the Company, for a period of ten (10) years, renewable at the Company's option,

a royalty-free, irrevocable, non-exclusive, assignable, transferable and sublicensable right and license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit, perform, and display such content or information (in whole or in part) contained in the Review worldwide for any purpose and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. You hereby represent that you have all necessary rights to make the Review available to the Company and the website, and you also acknowledge and agree that such Reviews are non-confidential for all purposes and that the Company has no control over the extent to which any idea or information within a Review may be used by any party or person once such content is posted or displayed on the website. Accordingly, notwithstanding this right and license, you hereby acknowledge and agree that by merely permitting your information, content, and materials to appear on the website, the Company has not become and is not a creator or speaker of such information, content, and materials and is merely functioning as an intermediary to enable you to provide and display your Review. Moreover, the Company assumes no responsibility for the deletion of or failure to store any Review and recommends that you do not post, display, or transmit any confidential or sensitive information. All users shall remain solely and exclusively responsible for any liability arising from their own Reviews.

### 3. Arbitration

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. SUBJECT TO THE TERMS OF THIS SECTION, YOU AND THE COMPANY AGREE THAT ANY AND ALL CLAIMS (AS THAT TERM IS DEFINED BELOW) THAT HAVE ARISEN OR MAY ARISE BETWEEN YOU AND THE COMPANY SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN IN COURT.**

Except where expressly provided below, you and the Company agree that all claims, disputes or controversies between you and the Company, its parents, affiliates, subsidiaries, related companies, predecessors in interest, successors or assigns and any and all of their respective directors, officers, employees and contractors, that have arisen or may arise, shall be resolved by the final and binding arbitration procedures and terms set forth in this section. This arbitration provision is intended to be broadly interpreted. Without limiting the foregoing, the parties agreement to arbitrate includes, but is not limited to, all claims, disputes or controversies relating to (i) the website, the Services and Materials available on or through the website, (ii) the display of information about you on the website, Services and Materials and Background Information Services, (iii) any transaction or relationship between us resulting from your use of our website, communications between us, or the purchase, order, or use of our Reports, (iv) the information provided in connection with our Background Information Services, and the use of our Background Information Services, (v) the issue of arbitrability, including the interpretation, applicability, enforceability, or formation of this arbitration agreement, whether any of the aforementioned claims arise in tort, contract, federal, state or local statute, law, order, ordinance, regulation or other basis, and whether such claims arose prior to your agreement to these Terms or may arise after your termination of your use of the Website, Information and Services and Background Information Services (all collectively “Claims”).

**THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING, OR PRIVATE ATTORNEY GENERAL CAPACITY. THE ARBITRATOR MAY AWARD A PREVAILING CLAIMANT ANY RELIEF THAT A COURT COULD AWARD PROVIDED SUCH RELIEF IS ONLY IN FAVOR OF**

**THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM AND NOT CLAIMS OF ANY THIRD PARTIES. UNLESS THE PARTIES AGREE OTHERWISE, THE PARTIES FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE COMPANY DOES NOT CONSENT TO CLASS ARBITRATION. You acknowledge that this PROVISION is material and essential to the arbitration of any Claims between the parties and is nonseverable from the agreement to arbitrate claims. If any portion of this PROVISION is limited, voided, or cannot be enforced, then the parties' agreement to arbitrate shall be null and void.**

**BY AGREEING TO THIS ARBITRATION PROVISION, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL.** In the arbitration provided for in this provision, a dispute is resolved by a neutral arbitrator, rather than by a judge or jury.

**ANY CONTROVERSY CONCERNING THE VALIDITY, ENFORCEABILITY, REVOCABILITY AND SCOPE OF THIS AGREEMENT TO ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER, INCLUDING ENFORCEMENT OF ANY RESULTING AWARD, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").**

The following procedures shall apply to any arbitration conducted under this section:

A. **Negotiate First.** In the event a party wishes to proceed with binding arbitration, it shall provide written notice thereof to the other party by registered or certified mail and shall describe in such notice ("Notice of Dispute"), with reasonable particularity, the nature and basis of such Claim and the total amount of the Claim. Within thirty (30) days of receipt of such notice, the party receiving notice of a Claim shall provide a written response which, with reasonable particularity, sets forth its position concerning the Claim. If the parties are unable to resolve the dispute arising from the Claim by good faith negotiations to be conducted within the thirty (30)-day period following the written response, either of them may initiate binding arbitration pursuant to the terms and conditions set forth herein. This is a mandatory requirement prior to initiating any arbitration proceeding.

B. **Arbitration Rules.** The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. If the AAA is unavailable or refuses to arbitrate the parties' dispute for any reason, the arbitration shall be administered and conducted by a widely-recognized arbitration organization that is mutually agreeable to the parties, but neither party shall unreasonably withhold their consent. The AAA Rules are available online [www.adr.org](http://www.adr.org).

C. **Location.** Unless otherwise agreed, the arbitration shall take place in the capital city of the state in which the consumer resides, but may proceed telephonically or virtually if both parties agree.

D. **Cost Sharing.** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The Company will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitrator may award reasonable documented attorneys' fees to the party that ultimately prevails.

E. **Arbitrator's Decision.** The arbitrator will decide the substance of the Claims in accordance with the laws of the State of Virginia, regardless of choice of law principles. The arbitrator will have the power to award a party any relief or remedy that the party could have received in court in accordance with the laws that

apply to the Claims except as limited by the provision above requiring that claims be adjudicated on an individual basis. The arbitrator's award shall be final and binding, and judgment upon any award rendered by the arbitrator may be entered by a court of competent jurisdiction. Unless otherwise prohibited by law, regardless of the manner in which the arbitration is conducted, the arbitrator shall not issue a reasoned written decision.

#### Exceptions

A. Small Claims. Notwithstanding the foregoing, either party may choose to pursue their Claims in small claims court (rather than arbitration) where jurisdiction and venue over the Company and you are proper, and where the claim does not include a request for any type of equitable relief, and so long as the matter advances on an individual (non-class) basis.

B. Temporary or Preliminary Injunctive Relief. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief in court. The proceeding shall be limited to determining the appropriateness of preliminary or injunctive relief only and only with respect to the claim for which such relief is sought. Any decision rendered by the court shall then be subject to review by the arbitrator should the seeking party pursue permanent injunctive relief or other Claims in arbitration.

#### Arbitration Opt-Out

Agreeing to this arbitration is not a mandatory condition of your contractual relationship with the Company. If you do not want to be subject to this arbitration provision, you may opt out. To do so, send written notice of your decision to opt out to the address in Section 37. The opt-out notice must state that you do not agree to this agreement to arbitrate and must include your name, address, phone number and email address(es) used to register with or use the website, the related Services and Materials or the Background Information Services, as well as the name, address, phone number and email address(es) of any person for whom you are opting out as their agent. You and any persons for whom you are opting out as an agent on their behalf must sign the opt-out notice for it be effective.

The required opt out must be sent within thirty (30) days of your first use of either the website, the related Services and Materials or the Background Information Services, or if you are already a user of the website, the related Services and Materials or the Background Information Services upon initial posting of this arbitration provision, within thirty (30) days of the posting of this arbitration provision. Any opt-out not received within the applicable thirty (30) day period set forth above will not be valid. For existing users bound by a prior arbitration provision with the Company for which they did not opt out, any opt out exercised within thirty (30) days of the posting of this arbitration provision, shall only apply to this arbitration provision. Your existing arbitration provision with the Company will remain in full force and effect. Moreover, neither your acceptance of this Agreement nor your decision to opt out of this arbitration provision will affect any obligation you have to arbitrate disputes not specified in this arbitration provision pursuant to any other agreement you have with the Company.

If you opt-out of the agreement to arbitrate, you and the Company agree that any Claims will be resolved by a state or federal court located in Arlington or Fairfax County, Virginia pursuant to Section 5. Further, if you opt out of the agreement to arbitrate, you will remain bound by the separate Class Action Waiver set forth below.

#### Administration of Coordinated Arbitrations

If 10 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether such case are pursued simultaneously or not), all the cases must be resolved in staged proceedings. **You agree to this process even though it may**

**delay the arbitration of your claim.** In the first stage, claimants' counsel and the Company will each select an equal number of cases (up to the lesser of one-half of the similar claims each or 25 cases each (50 cases total)) to proceed in arbitration and resolved individually by arbitrators. In the meantime, no other cases involving the same or similar subject matter may proceed in arbitration, and the parties will jointly request that the AAA to not assess or demand payment of fees for the remaining cases or administer or accept the remaining cases.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, and the Company will pay the mediation fee. If the parties cannot agree how to resolve any of the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by arbitrators, followed by mediation.

If any cases remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the AAA regarding the amount or timing of AAA fees.

This Section concerning Coordinated Arbitrations and each of its requirements are intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process in this Section is not enforceable, then the cases may be filed in arbitration and the payment of AAA Fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when arbitrations are initiated.

## 4. Class Action Waiver

Separate and apart from the agreement to arbitrate set forth above and to the maximum extent permitted by law, the parties hereby independently waive any right to bring or participate in any class action, private attorney general action, or other representative action, however denominated, in any way for any Claims against the other.

**YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST THE COMPANY, ITS AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND/OR ASSIGNS IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING.**

## 5. Forum Selection

Unless you and the Company agree otherwise, to the greatest extent permitted by law, the state and federal courts in Arlington or Fairfax County, Virginia, will have exclusive jurisdiction over any disputes

that are not subject to arbitration or actions to enforce any arbitration award (except for disputes brought in small claims court). You and the Company consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or venue in those courts, or any other basis or right to seek to transfer or change venue to another court.

## 6. Legal Age Requirement & User Obligations

By installing, accessing, or using this website you hereby represent that you are at least 18 years of age - or the legal age of majority in your permanent jurisdiction of residence. The Company reserves the right to request any buyer to provide written proof of age in any form.

By installing, accessing, or using this website you hereby represent that you will, at all times, provide true, accurate, current, and complete information when submitting information to this website, including, without limitation, when you provide any information to the Company via an email or any registration or submission form found on the website. If you provide any false, inaccurate, untrue, or incomplete information, the Company reserves the right, in its sole discretion, to immediately and without notice terminate your access to and use of this website and/or cancel any of your pending purchases or registrations with the Company. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of this website and that you are responsible for determining which such laws apply. You also acknowledge and agree that use of the Internet and this website are solely at your own risk. While the Company has endeavored to create a secure and reliable website, the confidentiality of any communication or material transmitted to/from the website over the Internet or any other form of global communication network cannot be guaranteed. Accordingly, the Company is not to any degree responsible or liable for the security of any information transmitted via the Internet, the accuracy of the information contained on the website, or for the consequences of any reliance on such information. You must make your own determination as to these issues.

## 7. License Grants

### LICENSE GRANTS FOR USE OF WEBSITE

Subject to your continued strict compliance with the terms and conditions of this document and subject to the limitations below, the Company provides to you a revocable, limited, non-exclusive, royalty-free, non-sublicensable, and non-transferable license to use the website. You may download and print materials and information from the website solely for your personal use, provided that you do not remove from any such hard copies any copyright and/or other applicable intellectual property notices. Notwithstanding the foregoing license grant, you hereby acknowledge and agree that (i) the content layout, formatting, and features of and access privileges for the website shall be determined by the Company in its sole and absolute discretion; (ii) the Company has the right to control and direct the means, manner, and method by which the website is provided; (iii) the Company may, from time to time, engage independent contractors, consultants, or subcontractors to aid the Company in providing the website or use thereof; and (iv) the Company has the right to provide the website to others. In addition, you hereby acknowledge and agree that these Terms provide you with only a limited license to access and use the website. Accordingly, you hereby acknowledge and agree that the Company transfers no ownership or intellectual property interest or title in and to the website to you or anyone else under these Terms. The Company hereby reserves any and all intellectual property rights not otherwise expressly granted in these Terms.



## LICENSE GRANT ASSOCIATED WITH BACKGROUND INFORMATION SERVICES PROVIDED UNDER MEMBERSHIP PLANS

Upon a customer's purchase of services and materials, the Company hereby grants to the customer a limited license to use its Background Information Services and any data contained therein, subject to the restrictions and limitations set forth herein. The Company hereby grants to customer a limited license to use its Background Information Services offered in connection with a purchase solely for the customer's own internal personal purposes. Customer represents and warrants that all of customer's use of the Company's Background Information Services shall be for only legitimate purposes. Customer shall not use Background Information Services for commercial, advertising, or marketing purposes or resell or broker services to any third-party, and shall only use Background Information Services for personal purposes that do not involve a business transaction. Customer shall not use Background Information Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if the Company determines or reasonably suspects that continued provision of Background Information Services to customer entails a potential security risk, or that customer is otherwise violating any provision of these Terms, or any of the laws, regulations, or rules described herein, the Company may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Background Information Services. Customer shall not access Background Information Services from Internet Protocol addresses located outside of the United States and its territories without the Company's prior written approval. In any event, customer understands and agrees that (i) Background Information Services are provided to it in the United States at the point at which Customer accesses Company server facilities; and (ii) the Company and its third party information providers make no representation regarding the legality of accessing such Background Information Services from outside of the United States and its territories.

Customer may not use Background Information Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of Background Information Services and information provided therein. The Company may at any time mask or cease to provide customer access to any Background Information Services or portions thereof which the Company may deem, in the Company's sole discretion, to be sensitive or restricted information.

Customer acknowledges that the Background Information Services available may include personally identifiable information and it is the customer's obligation to keep all such accessed information confidential and secure.

## 8. Restrictions

Notwithstanding the foregoing license grants, you may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein, the website.

Specifically, and by way of illustration and not limitation, you may not separate and use any graphics, interfaces, photographs, audio, video, sounds, artwork, designs, computer code (including html code), programs, software, and documentation found on or accessible through the website. Moreover, you may not (i) use any "deep link," "page scrape," "robot," "spider," "crawler" or any other device, program, script, algorithm, or methodology, or any similar or equivalent automated or manual process, to access, acquire, copy, or monitor any portion of the website, or in any way reproduce or circumvent the navigational structure or presentation of the website in order to obtain or attempt to obtain any materials, data, pictures, documents, or any other information through any means not purposely made available through

the website, (ii) attempt to gain unauthorized access to (a) any portion or feature of the website, (b) any other systems or networks connected to the website, (c) any Company server, or (d) to any of the services offered on or through the website, by hacking, password “mining,” or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the website or any network connected to the website, nor breach the security or authentication measures on the website or any network connected to the website, (iv) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website or the Company’s systems or networks or any systems or networks connected to the website, (v) use any device, software, or routine to interfere with the proper working of the website or any transaction conducted on the website, or with any other person’s use of the website, (vi) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Company on or through the website, (vii) use the website in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact the Company; or (viii) share your username and/or password. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DOWNLOADING, COPYING OR REPRODUCING ANY MATERIALS PROVIDED BY THE COMPANY TO ANY OTHER SERVER, HARD DRIVE OR LOCATION FOR THE PURPOSE OF REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

In addition to the above restrictions, the website, the Related Services and Materials and the Background Information Services may not be used for the following purposes:

- To physically or emotionally injure or harm any person or entity (e.g., stalking, harassment, defaming, libeling, threatening, providing obscene or indecent materials, fraud, identity theft, and criminal activity).
- To promote or provide instructional information about illegal activities or advance physical harm or injury against any group or individual.
- To seek information about, locate, or harm individuals under the age of 18.
- To obtain personal information pertaining to famous people, government officials, or election candidates.
- In connection with credit repair or credit counseling services.
- For marketing purposes or for commercial credit origination.
- To use or otherwise export or re-export content in violation of the export control laws and regulations of the United States.
- To use for purposes covered by federal statutes such as Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act (HIPAA), Driver’s Privacy Protection Act, the Children’s Online Privacy Protection Act (COPPA), and/or all similar laws on the state level.

## **9. Fair Credit Reporting Act Notice & Obligations**

PANDORUS INTELLIGENCE, LLC IS NOT A CREDIT REPORTING AGENCY ("CRA") FOR PURPOSES OF THE FAIR CREDIT REPORTING ACT ("FCRA"), 15 USC §§ 1681 et seq. AS SUCH, THE ADDITIONAL PROTECTIONS AFFORDED TO CONSUMERS, AND OBLIGATIONS PLACED UPON CREDIT REPORTING AGENCIES, ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THESE TERMS.

You may not use the website, the Services and Materials, the Background Information Services, or any information obtained from the Company in connection with any FCRA purpose including determining a prospective candidate's suitability for:

- Health insurance or any other insurance
- Credit and/or loans
- Education, scholarships or fellowships
- Housing or other accommodations
- Benefits, privileges or services provided by any business establishment
- Eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status

The information provided by the Company via the website has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. Accordingly, by purchasing Membership Plans through this website and using the Company's Background Information Services, you understand and agree that you will not use any of the information you obtain from the Company as a factor in: (a) establishing an individual's eligibility for personal credit, loans, insurance or assessing risks associated with existing consumer credit obligations; (b) evaluating an individual's eligibility for a license or other benefit granted by a government agency or (c) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including, without limitation, apartment rental, check-cashing, or the opening of a deposit or transaction account. You also agree that you shall not use any of the information you receive through the Background Information Services to take any "adverse action," as that term is defined in the FCRA; you have appropriate knowledge of the FCRA; and, if necessary, you will consult with an attorney to ensure compliance with these Terms.

## 10. Orders Placed Through the Website

All orders placed through the website are subject to the Company's acceptance. After your order has been placed, we will provide you with an email confirming our receipt of your order and, if your order is accepted, confirming our acceptance of your order. The Company may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your payment card or payment method has already been charged for an order that is later canceled by the Company, we will issue you a refund. If you do not receive confirmation that your order has been placed, please contact Pandorus Intelligence at (703) 662-1441.

While we want everyone to be able to enjoy our services and materials, we may, in our sole discretion, not accept an order or limit or cancel quantities purchased per person, per household or per order. Some reasons we may do so include, but are not limited to, the following:

- 1. While we want everyone to be able to enjoy our services and materials, we may, in our sole discretion, not accept an order or limit or cancel quantities purchased per person, per household or per order. Some reasons we may do so include, but are not limited to, the following:
  - a. Incorrect credit or debit card information such as card number, expiration date and card security value;
  - b. Incorrect payment method billing information (billing information provided must be the same as what your financial institution has on record);
- 2. Orders, in our sole discretion, that we suspect to be fraudulent. We reserve the right to cancel or not accept any order that we suspect to have been placed as a result of fraudulent activity. We further reserve the right to cancel or not accept subsequent orders from customers with a previous fraudulent order history; and

- 3. Orders connected to previous credit card disputes.

## 11. Refund Policy

If at any time you are not satisfied with our reports for any reason, you may call our customer service department toll-free at (703) 662-1441 and request a refund. All requests for refunds will be handled by customer service on a case-by-case basis and determined in the company's sole discretion. In making that determination and processing any approved refund, the following stipulations apply:

1. In order to process your refund, you must supply the Company with your name and mailing and/or billing address. If you provide us with insufficient or incorrect information, your refund will be delayed.
2. Depending on the bank that issues the credit or debit card you used, your refund can take up to thirty (30) days to appear on your credit or debit card statement. If you have any questions about whether a refund has been issued by the Company, please call our customer service department toll-free at (703) 662-1441.

## 12. Taxes

All orders are subject to applicable taxes, collected and paid at the time of purchase, in the states corresponding to the billing information provided.

## 13. Discounts & Promotions

Any applicable discounts or promotional prices will be applied at the time of purchase on the checkout page for your order pursuant to the specified terms and/or billing details.

## 14. Billing Errors

If you believe that you have been erroneously billed, please notify our customer service department toll-free at (703) 662-1441 immediately to notify us of such error.

## 15. Reversals & Chargebacks

Chargebacks and reversals may be treated as potential cases of fraud and/or theft of our services. We reserve the right to file a complaint with the appropriate local and federal authorities to investigate or take other action we deem appropriate in our discretion.

## 16. General Payment Information

All fees are payable in United States currency and exclude any and all applicable taxes, unless expressly stated otherwise. Any applicable taxes are calculated based on the billing information you provide at the

time of purchase. The Company offers several methods of payment for you to purchase Membership Plans or other product offerings, including debit cards, credit cards and PayPal. You must provide us with current, complete and accurate information for your chosen payment method, and promptly update all information to keep your chosen payment method current. The Company reserves the right to request additional evidence or proof of billing information or other information associated with the credit or debit card or PayPal account used to purchase Membership Plans or other product offerings from the website from you or third party service providers in order to validate your payment information and keep it current. In the event that the requested evidence or proof is not provided or is insufficient, we reserve the right to refuse to accept the order. If you believe your credit or debit card might have been used in a fraudulent manner to purchase a Membership Plan or other product offering, please contact our customer service department at (703) 662-1441.

By ordering a Membership Plan or other product offering through the website, you authorize the Company to charge your provided payment method pursuant to the terms of the offer you accepted. It is your responsibility to ensure that sufficient funds are available to cover the charges for the Membership Plans or other product offerings you purchase, and we have no liability for any overdraft or other fees that you may incur as a result of our processing of your payment. Should an authorized payment be declined, you authorize the Company to make additional attempts to collect from the payment account provided. Please be aware that the descriptor (or subject line) that appears on your debit or credit card or other payment method entry will refer to "PANDORUSINTELLIGENCE" or something similar. If you have any questions about the descriptor on your credit card statement, you should call our customer service department [info@pandorusintelligence.com](mailto:info@pandorusintelligence.com).

Upon prior email notice to you, the Company may change its pricing and/or billing practices. If you do not agree with these changes, you may cancel your Membership Plan, but you will remain responsible for payment of any and all fees that you have already incurred. Continued enrollment of the Membership Plan after receipt of such email notice constitutes consent to any and all such changes. If you fail to make any scheduled payment for a Membership Plan, the Company may, in its sole discretion, terminate your membership in the Membership Plan.

## 17. Removing Your Information

If you would like to remove your public data from appearing and being made available on the website, please visit contact Pandorus Intelligence, LLC at [info@pandorusintelligence.com](mailto:info@pandorusintelligence.com).

## 18. Privacy Policy

You hereby understand, acknowledge, and agree that the operation of certain portions of the website and/or the receipt of certain information or benefits may require the submission, use, and dissemination of certain personally identifiable information. Accordingly, if you wish to access and use those areas of the website, and/or receive such information or benefits, you hereby acknowledge and agree that your use of this website will constitute acceptance of the Company's personally identifiable information collection and use practices. Please see the Company's Privacy Policy for a summary of the Company's personally identifiable information collection and use practices. The Company's Privacy Policy is located at <https://www.pandorusintelligence.com/privacy> and incorporated herein by this reference.

## 19. Postings

The website, and/or any social media page controlled by the Company that is accessible directly through the Site (each, a “Pandorus Intelligence, LLC’s Social Media Page”), may contain blogs, message boards, comment areas and other interactive features and functionality where users may post certain information and content (collectively, “Forum”). To the extent the website and/or any Pandorus Intelligence, LLC’s Social Media Page contains any such Forum, you hereby acknowledge and agree that when using the website and/or any Pandorus Intelligence, LLC’s Social Media Page, you will use them responsibly and not upload, post, display, or transmit any of the following materials on any Forum:

- Anything that interferes with or disrupts the operation of the website and/or Pandorus Intelligence, LLC’s Social Media Page
- Statements or material that defames, harasses, abuses, stalks, threatens, intimidates, or in any way infringes on the rights of others
- Unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of others
- Statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction
- Statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person
- Statements or material that impersonates any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of Pandorus Intelligence, LLC
- Statements or material that misrepresents your affiliation with any entity and/or Pandorus Intelligence, LLC
- Statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials
- Statements or material that are “off-topic” for a designated Forum.

## 20. Proprietary Rights

All text, graphics, interfaces, photographs, audio, video, sounds, images, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any content contained on or available through the website, unless otherwise expressly indicated in writing, are owned, controlled, and licensed exclusively by the Company and/or its suppliers and are protected by United States and foreign laws including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided in these Terms, the Company does not grant any express or implied intellectual property or proprietary right to you or any other person. Accordingly, your unauthorized use of this website may violate intellectual property or other proprietary rights laws of the United States and/or a foreign nation, as well as other laws, regulations, and statutes. The website is Copyright © 2023 Pandorus Intelligence and/or its licensors. All rights reserved. The Company also owns a copyright in the contents of the website as a collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content of the website. Any downloadable or printable programs, information, or materials available through this website and all intellectual property and/or proprietary rights related thereto, unless otherwise expressly indicated in writing, are owned exclusively by the

Company and/or its suppliers. Pandorus Intelligence, LLC and all other names, logos, and icons the Company, its affiliates and/or subsidiaries, and any of their events, programs, products, and/or services are owned exclusively by the Company, and any use of such marks without the prior express written permission of the Company is hereby strictly prohibited. Other product and company names mentioned herein may be the trademarks and/or service marks of their respective owners.

In connection with the purchase of a report and use of the Company's Background Information Services, you may browse through the website and download any information you obtain in connection with the Company's Background Information Services. You must keep intact all copyright, trademark and other notices contained in your personal copies. Except as otherwise provided in these Terms, you may not reproduce or allow others to reproduce your personal copies of downloaded materials, nor may you make them available electronically without our express written consent. You may not save or archive a significant portion of the material appearing on the website. You may not attempt to alter or modify the content posted on the website. Except as expressly set forth in these Terms, you may not copy, download, display, distribute, publish, enter into a database, perform, modify, create derivative works, transmit, post, decompile, reverse engineer, disassemble or in any way exploit any of our intellectual property or the website itself.

Notwithstanding anything in these Terms to the contrary, the Company or the Company's data provider shall own your search inquiry data used to access its Background Information Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations, and the [Company's Privacy Policy](#).

## 21. Enforcing Security on The Site

Actual or attempted unauthorized use of the website may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986, or similar applicable state laws or common law theories of liability. The Company reserves the unqualified right to view, monitor, and record activity on the website without any notice to or permission from you. Any information obtained by monitoring, reviewing, or recording your use of the website is subject to review by law enforcement organizations in the sole and absolute discretion of the Company. The Company will also comply with all legally binding requests for such information including, without limitation, the provision of information pursuant to a court order. In addition to the foregoing, and in its sole and absolute discretion, the Company reserves the right, to at any time and without advance notice, modify, suspend, terminate, or temporarily interrupt operation of or access to the website or any portion thereof.

## 22. Submissions

The Company welcomes your honest feedback and suggestions about how to improve the website and/or the events, programs, Background Information Services, reports, and/or services of the Company. By transmitting any suggestions, information, material, or other content (collectively, "feedback") to the Company, you represent and warrant that such feedback is honest and accurate, does not infringe, misappropriate, and/or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such feedback to the Company. In addition, any feedback received through this website will be deemed to include a royalty-free, irrevocable, transferable, sublicensable, non-exclusive right and license, for a period of ten (10) years, renewable at the Company's option, for the Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or

in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby expressly waive any claim to the contrary.

## **23. Third Party Products/Services**

The Company, in its sole and absolute discretion, may post the advertisements of third parties on this website and/or feature materials, programs, events, products, and services provided by third parties. The Company makes no representations with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of such third party materials, programs, events, products, and services or any other materials, programs, events, products, and services which you may access through such third party materials, products, and services. Your correspondence or any other dealings with third parties found on this website are solely between you and such third party. The Company expressly disclaims responsibility and liability for all third party provided materials, programs, events, products, and services contained on or accessed through the website, and you agree that the Company shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third parties' materials, products, and/or services on this website.

## **24. Links To Other Sites**

The Company may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating related information, products, and services. These other sites have not necessarily been reviewed by the Company and may be maintained by third parties over which the Company exercises no control. Accordingly, by selecting any such links you are proceeding at your own risk and the Company expressly disclaims any responsibility or liability, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with use of or reliance on any the content, materials, accuracy of information, and/or quality of the products or services provided by, available through, or advertised on these third party web sites. Moreover, these links do not imply an endorsement with respect to any third party or any web site or the products or services provided by any third party.

## **25. Performance & Disclaimers**

Pandorus Intelligence, LLC will use commercially reasonable efforts to deliver the information you requested through the Company's Background Information Services; provided, however, you accept all information "AS IS" and "AS AVAILABLE." You acknowledge and agree that Pandorus Intelligence, LLC obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that you shall not rely on Pandorus Intelligence, LLC for the accuracy or completeness of information supplied through its Background Information Services. Without limiting the foregoing, the criminal record data that may be provided as part of the Company's Background Information Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. You understand that you may be restricted from accessing certain information and services which may be otherwise available. Pandorus Intelligence, LLC reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of its Background Information Services.



EXCEPT AS OTHERWISE PROVIDED, THE WEBSITE, THE SERVICES AND MATERIALS AVAILABLE ON OR THROUGH THE WEBSITES, ALL BACKGROUND INFORMATION SERVICES, AND ALL MEMBERSHIP PLANS AVAILABLE FOR PURCHASE THROUGH THE WEBSITE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. PANDORUS INTELLIGENCE, LLC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY AUDIO, VISUAL, OR VIDEO CONTENT POSTED, MADE AVAILABLE THROUGH, OR ACCESSIBLE ON THE WEBSITE. MOREOVER, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE WEBSITE AND THE SERVICES AND MATERIALS AVAILABLE ON THE WEBSITE FOR ANY PURPOSE, AND EXCEPT AS PROVIDED ABOVE, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY MAY IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ADVANCE NOTICE MAKE MODIFICATIONS AND/OR CHANGES TO THE WEBSITE AND/OR THE SERVICES AND MATERIALS AVAILABLE ON THE WEBSITE AT ANY TIME. YOU ASSUME THE SOLE RISK OF USING AND/OR RELYING ON THE SERVICES AND MATERIALS AVAILABLE ON THE WEBSITE. THE REPRESENTATIONS AND PRODUCT DISCLAIMERS DESCRIBED ABOVE ARE INAPPLICABLE WHERE PROHIBITED BY LAW, INCLUDING NEW JERSEY.

## **26. Limitation Of Liability**

Neither the Company, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, the Company, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "Released Parties") shall be liable to you (or to any person claiming through you to whom you may have provided data that you obtained from the Company as a result of its Background Information Services), and you covenant not to sue the Released Parties, for any loss or injury arising out of or caused in whole or in part by the Released Parties' acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services available in connection with the Company's Background Information Services. In no event shall the Released Parties be liable for any direct, indirect, incidental, or consequential damages, however arising, incurred by you from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in the Background Information Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Background Information Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

In addition to the above, you expressly absolve and release the Released Parties from any claim of harm resulting from a cause beyond the Released Parties' reasonable control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized use or access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES

(EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, BACKGROUND INFORMATION SERVICES, AND THE MEMBERSHIP PLANS AVAILABLE FOR SALE ON THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY PRODUCT PURCHASED OR OBTAINED FROM OR THROUGH THE WEBSITE; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR PERSONALLY IDENTIFIABLE DATA; AND (D) ANY OTHER MATTER RELATING TO THIS WEBSITE OR THE OFFERINGS AVAILABLE ON THE WEBSITE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, STATUTORY CLAIMS AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE COMPANY FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN.

IN ADDITION, UNLESS OTHERWISE PROHIBITED BY LAW, THE MAXIMUM LIABILITY OF THE RELEASED PARTIES TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE THE LESSER OF ONE-HUNDRED DOLLARS (\$100.00) OR THE AMOUNT YOU HAVE PAID PANDORUS INTELLIGENCE IN THE TWELVE MONTHS PRIOR TO THE DATE ON WHICH YOUR CLAIM AROSE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE THIS WEBSITE, THE MEMBERSHIP PLANS AND/OR BACKGROUND INFORMATION SERVICES OFFERED ON THE WEBSITE, MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY. ACCESS TO THE WEBSITE AND THE PRODUCT OFFERED ON THE WEBSITE WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **27. Indemnity**

Upon request by the Company, you agree to defend, indemnify, and hold harmless the Company and its affiliates, their employees, contractors, agents, representatives, shareholders, officers, directors, co-branders, content licensors, data providers and/or other partners from all liabilities, claims, and expenses, including, without limitation, attorney fees that arise from: (a) your use of the website or the Reports and Background Information Services; and/or (b) your breach of these Terms and/or (c) use of information received by you (or any third-party receiving such information from or through you) furnished by or through the Company's Background Information Services. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defenses. Notwithstanding anything in these terms to the contrary, this indemnity provision does not apply in New Jersey. The provisions of this section (Indemnity), Section 27 (Performance and Disclaimers and Section 28 (Limitation of Liability) shall be enforceable by the Company, the Released Parties or other intended beneficiaries directly against you collectively or individually on their respective behalf.

## **28. Audit**

You understand and agree that, in order to ensure compliance with applicable laws, regulations or rules, regulatory agency requirements, these Terms, and the Company's obligations under its contracts with its data providers and the Company's internal policies, the Company and its data providers may conduct periodic reviews of your use of its Background Information Services and may, upon reasonable notice, audit your records, processes and procedures related to Customer's use, storage and disposal of the Background Information Services and information received therefrom. You agree to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by the Company will be subject to immediate action including, but not limited to, suspension or termination of the Limited License to use the Background Information Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

## 29. Digital Millennium Copyright Act

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act and other applicable intellectual property laws. Responses may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification pursuant to sections 512(g)(2) and (3) of that Act. It is our policy to document all notices of alleged infringement on which we act. Please refer to the following detailed instructions which must be followed to protect your rights under the Digital Millennium Copyright Act. Please send all written communications relating to copyright issues to:

email: [info@pandorusintelligence.com](mailto:info@pandorusintelligence.com) or write: Pandorus Intelligence, LLC 4445 Corporation Lane, Suite 264, Virginia Beach, VA 23462

### A. INFRINGEMENT NOTIFICATION

A. To file a notice of infringement with us, you must provide a written communication (by regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is infringing your copyrights. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Your communication must include substantially all of the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identify in sufficient detail the location of copyrighted work that you believe has been infringed upon (for example, "The copyrighted work at issue is the text that appears on [https://www.newco.com/uglytext\\_page.html](https://www.newco.com/uglytext_page.html)") or other information sufficient to specify the copyrighted work being infringed. If multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law."
- The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

## B. COUNTER NOTIFICATION:

The administrator of an affected site or the provider of affected content may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question.

To file a counter notification with us, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To expedite our ability to process your counter notification, please use the following format (including section numbers):

Your communication must include substantially the following:

- A physical or electronic signature of the subscriber.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your name, address, and telephone number.
- The following statement: "I consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, (or Fairfax County, Virginia if your address is outside of the United States), and that I will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

## C. ACCOUNT TERMINATION:

Pandorus Intelligence, LLC will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact Pandorus Intelligence LLC's DMCA agent and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

## **30. Governing Law**

These Terms have been made in and will be construed and enforced in accordance with the laws of the State of Virginia without regard to its principles of conflicts of laws. A printed version of these Terms and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms, or the Company's services, materials, events, Reports, and/or Background Information Services accessed or purchased through this website, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These English-language Terms are the Company's official agreement with users of this website. In case of any inconsistency between these English-language Terms and its translation into another language, this English-language document controls. The website is controlled and operated by Pandorus Intelligence, LLC from its offices and facilities within the United States. The Company makes no representation that the website is appropriate or available for use in other locations, and access to the website from territories or nations where any aspect of the website is illegal is hereby expressly prohibited. You access the website solely on your own volition and are responsible for compliance with all applicable local laws.

## **31. Term & Termination**

These Terms will take effect (or shall re-take effect) at the time you click "AGREE" or "SUBMIT" or otherwise acknowledge your agreement to these Terms, submit information through this website, respond to a request for information, complete a purchase, select a method of payment, enter in payment method information, and/or begin installing, accessing, or using the website, whichever is earliest. The Company reserves the right at any time and without notice to deny you access to the website or to any portion thereof and to terminate your rights under these Terms, in its sole and absolute discretion. Any benefits, but not obligations, provided to you under these Terms will terminate automatically if you fail to comply with these Terms. Such termination will be effective without notice. Upon termination, you must promptly destroy all copies of any aspect of the website in your possession. Without limitation, the provisions concerning permission to use postings, proprietary and intellectual property rights, submissions, indemnity, disclaimers of warranty, limitation of liability, access and use restrictions, audit rights, arbitration, class action waiver, release of claims, payment for Membership Plans, audit, the Company's use and ownership of your search inquiry data, security, customer data, admissibility of these Terms, and governing law will survive the termination of these Terms for any reason.

## **32. Waiver & Severability**

Failure to insist on strict performance of any of the terms and conditions of these Terms will not operate as a waiver of any subsequent default or failure of performance. No waiver by the Company of any right under these Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the

liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision drafted and provided by the Company in its sole and absolute discretion that most clearly matches the intent of the original provision, and the remainder of these Terms shall remain enforceable and continue in effect.

### **33. Electronic Signature**

You acknowledge and agree that by agreeing to this Agreement electronically you are expressly agreeing to the terms set forth herein. You acknowledge and agree that by affixing your electronic signature you are submitting a legally binding electronic signature and entering into a legally binding contract. You acknowledge that your electronic submission constitutes your agreement and intent to be bound by the terms of this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE PRODUCTS OFFERED BY THE OPERATOR OF THE WEBSITE.

### **34. Entire Agreement**

No joint venture, partnership, employment, or agency relationship exists between you and the Company as result of these Terms or your utilization of this website. These Terms, the Company's Privacy Policy, and any related or associated product purchase, service, or software license agreements, which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and the Company with respect to use of the website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and the Company with respect to this website. Be advised that the Company reserves the sole and absolute right to change the terms and conditions of these Terms and the terms and conditions under which this website and its many offerings are extended to you at any time. Posting the updated Terms on the website and changing the "Last Updated" date at the top shall constitute notice to you. The Company may choose to provide other types of notice including by emailing you, but other such additional forms of notice are not required. In addition, the Company may add, modify, or delete any aspect, program, or feature of this website. The Company may, at any time, impose restrictions and/or prohibitions on your use of the Background Information Services or certain data available through the Membership Plans. You understand that such restrictions or changes in access may be the result of a modification in the Company's policy, a modification of third-party agreements, a modification in industry standards, a security event or a change in law or regulation, or the interpretation thereof. Upon written notification by the Company of such restrictions, you agree to comply with such restrictions. Your continued use of this website, the Services and Materials or Background Information Services following any addition, modification, or deletion will be conclusively deemed acceptance of any change to the terms and conditions of these Terms. Accordingly, please review the Terms found at this location on a periodic basis.

### **35. Contact Information**

If you have any questions about these Terms, please feel free to email us at [info@pandorusintelligence.com](mailto:info@pandorusintelligence.com), or write us at Pandorus Intelligence, LLC, 4445 Corporation Lane, Suite 264, Virginia Beach, VA 23462.