

## Terms and Conditions of Sale

MarketNsight LLC, an Alabama limited liability company ("MarketNsight") furnishes its site and its services for paid subscribers. By using the MarketNsight website (the "Site") or any affiliated MarketNsight services, you accept and agree to be bound by this Terms and Conditions of Sale, including any future modifications ("Agreement"), and to abide by all applicable laws, rules and regulations ("Applicable Law"). Please read through this Agreement carefully. MarketNsight may modify this Agreement at any time in its sole discretion, and each such modification will be effective upon posting on the Site. MarketNsight is based in the United States, and its services are hosted in the United States.

### 1. Your Use of MarketNsight's Services and Web Site

You agree not to use MarketNsight's services to:

- Copy, reproduce, modify, distribute, publish, display, perform, transmit, create derivative works from, or exploit any MarketNsight data, products or information without express written permission from MarketNsight and its representatives;
- Cover, alter, remove, disable, block or obscure any advertisements, proprietary notices, branding, security features or other portions of MarketNsight or the Site;
- Post, upload or otherwise transmit an image or content from this website without the express, written consent from MarketNsight and its representatives;
- Engage in commercial activity (including but not limited to sales, contests, or sweepstakes) without MarketNsight's prior written consent;
- Use MarketNsight to advertise or promote competing services; or
- Use MarketNsight in a manner inconsistent with any and all Applicable Law;
- Access or use the services for purposes of benchmarking, competitive analysis, or development of a competing product or service.

### 2. Data Use, AI, and Automation Restrictions

All MarketNsight data is proprietary and constitutes valuable intellectual property, trade secrets, and confidential information and is the exclusive property of MarketNsight. Access to MarketNsight data is licensed solely for the purchaser's internal business use. No right, title, or interest in MarketNsight data is transferred. You acknowledge and agree to the following restrictions regarding the access, use, and handling of MarketNsight data, including all reports, analytics, and related materials.

#### 2.1 Prohibited AI and Machine Learning Uses

You shall not, and shall not permit any third party to:

- Use MarketNsight data to train, retrain, fine-tune, or otherwise improve any artificial intelligence, machine learning, large language model, or algorithmic system;
- Use MarketNsight data to enrich, seed, validate, or augment datasets used in AI or predictive models;
- Input, upload, or submit MarketNsight data in bulk or systematically into any AI system where such use could reasonably result in model training, memorization, or dataset enhancement.

#### 2.2 Limited Permitted AI Use

Notwithstanding the foregoing, limited and/or incidental use of MarketNsight data with AI tools is permitted solely for internal business purposes, such as:

- Summarization of a single report;
- Comparison of discrete reports;
- Internal analysis that does not result in dataset accumulation or model training.

Such permitted use must be non-systematic, non-recurring at scale, and must not result in the creation of derivative datasets or reusable training inputs.

#### 2.3 Scraping and Automated Extraction Prohibited

You are strictly prohibited from:

- Scraping, crawling, or using automated tools to extract data;
- Circumventing access controls or usage limitations;
- Creating databases, mirrors, or archives of MarketNsight data.

#### 2.4 No Synthetic Reconstruction or Attribution Misuse

You shall not:

- Use AI or any tool to generate, infer, reconstruct, or approximate MarketNsight data that has not been publicly released;
- Attribute AI-generated, inferred, or synthetic data to MarketNsight;
- Represent any AI-generated output as originating from or endorsed by MarketNsight.

#### 2.5 Responsibility for AI Generated Outputs

You acknowledge that any use of artificial intelligence or automated analytical tools in connection with MarketNsight content is undertaken at your own risk. Such tools may produce outputs that are inaccurate, incomplete, misleading, or otherwise unreliable. You agree that you are solely responsible for reviewing, validating, and independently verifying the accuracy and appropriateness of any outputs, conclusions, or decisions derived in whole or in part from MarketNsight data, including those generated or assisted by artificial intelligence systems. To the fullest extent permitted by Applicable Law, MarketNsight disclaims any and all liability arising from or related to your reliance on any AI-generated or AI-assisted outputs, interpretations, or analyses, regardless of whether such outputs incorporate or reference MarketNsight data.

### 3. Acknowledgements

You acknowledge all data provided by MarketNsight is for the purchaser only and their use. The data is not to be distributed externally in any form.

You acknowledge that all access codes are confidential and non-transferable and are to be used by purchaser only. Providing unauthorized access or access codes to others may result in termination of service with no refund.

It is our goal to provide you with the most current and reliable data available. Data is compiled from both public and private sources and at times may contain errors or omissions. Purchaser acknowledges this and agrees to hold MarketNsight harmless for any damages arising from reliance on the data or such errors or omissions. MarketNsight is not responsible for incorrect or misinterpreted data.

### 4. Termination

#### 4.1 Termination; Term; and Survival

This Agreement remains in full force and effect while you use MarketNsight. After your fulfillment of initial one year contract, you may terminate your account/subscription by contacting the main offices of MarketNsight 30 days prior to the start of the next quarter. Notification is required to be submitted in writing at least 30 days prior to the start of a new quarter. MarketNsight may terminate your account and/or access to the MarketNsight Site at any time, for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, even after your user account or access to the MarketNsight's services is terminated, this Agreement will remain in effect including, but not limited to, all provisions relating to intellectual property, data use, AI restrictions, disclaimers, and liability. You agree that your account is non-transferable.

#### 4.2 Suspension; and Enforcement Rights

If MarketNsight suspends or terminates your account and/or access to the MarketNsight Site because you have breached the Agreement or violated Applicable Law, you will not be entitled to a refund of any unused portion of such fees or other payments. You acknowledge MarketNsight reserves the right to investigate and take appropriate legal action against anyone who, in MarketNsight's sole discretion, violates this Agreement, including, but not limited to, terminating their user account and/or reporting such conduct, or activity to law enforcement authorities. You acknowledge, consent and agree that MarketNsight may access, preserve or disclose information you provide to the Site, including User Content, when MarketNsight has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect or defend the legal rights or property of MarketNsight, our parents, subsidiaries or affiliates ("Affiliated Companies"), or their employees, agents and contractors (including legal enforcement of our agreements); (ii) protect the safety and security of users of the MarketNsight or members of the public including acting in urgent circumstances; (iii) protect against fraud or for risk management purposes; or (iv) comply with the law or legal process.

## **5. Copyrights and Other Intellectual Property**

MarketNsight respects the intellectual property of others and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. MarketNsight has a policy of terminating repeat infringers' access to MarketNsight in appropriate circumstances.

## **6. Disclaimers**

MarketNsight services are provided "AS - IS" and "as available", and MarketNsight does not guarantee or promise any specific results from use of the MarketNsight or its affiliates. In particular, MarketNsight makes no guarantee that your use of the MarketNsight Site or services will be uninterrupted, timely, secure or error - free or that any information obtained by you on, through or in connection with MarketNsight's or Third Party Services (including but not limited to, through User Content or third party advertisements) will be accurate or reliable. Under no circumstances will MarketNsight be responsible for any loss or damage, including, but not limited to, property damage, personal injury or death, resulting from use of MarketNsight, problems or technical malfunction in connection with use of MarketNsight, attendance at a MarketNsight event, any material downloaded or otherwise obtained in connection with MarketNsight services or the Site, any User Content, third party advertisement or Third Party Service posted on, through or in connection with MarketNsight, or the conduct of any users of MarketNsight, whether online or offline. MarketNsight provides the most current and correct information reasonably available.

## **7. Limitation on Liability**

In no event will MarketNsight be liable to you or any third party for any indirect, consequential, exemplar, incidental, special or punitive damages, including, without limitation, lost profit damages arising from your use of MarketNsight or its services, even if MarketNsight has been advised of the possibility of such damages.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless MarketNsight, its Affiliated Companies, and their respective officers, directors, employees, agents, and licensors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of MarketNsight data, breach of this Agreement, violation of Applicable law, or any unauthorized use or disclosure of MarketNsight data, including but not limited to AI or automated use.

## **9. Independent Contractor**

The parties are at all times acting as independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

## **10. Assignment; Severability**

You may not assign your rights under this Agreement without the prior written consent of MarketNsight, which consent shall be in MarketNsight's sole and complete discretion. In the event that any phrase, clause or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

## **11. Governing Law**

This Agreement and any disputes arising out of or relating to your access to or use of the Site, services, or MarketNsight data shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.