

dtw Research/CDP: WorldWide

## Terms of Use

**About dtw Research, Inc.**

dtw Research, Inc. (“dtw” or “we”, “us” or “our”) is a pharmaceutical marketing and industry specific resource company. Our customers and visitors to our website (the “Site”) are generally owners, employees and/or consultants of or to pharmaceutical companies, marketing research companies, advertising and public relation companies. **Our products, services and our Site are not intended for individuals for their personal use.** Further, access to certain secured areas of our Site are restricted to persons working for or employed by companies that have an agreement with dtw, whether by having either purchased a subscription, having a free trial or a free account, or otherwise having been granted access to our proprietary database (collectively defined as an “Agreement”), or placed orders with us to receive access to other products and services through our Site for the subject company’s business needs. Your use of our Site and our products and services are governed by these Terms of Use, our Privacy Policy [[www.dtwresearch.com/privacy/](http://www.dtwresearch.com/privacy/)], and, where applicable, your company’s Agreement with, or purchase order placed from dtw. **You should familiarize yourself with the terms of your company’s Agreement with dtw, as your misuse of our Site, products and/or services may expose you and your company to liability.**

**THE SITES AND OUR PRODUCTS AND SERVICES ARE INTENDED FOR THE EXCLUSIVE USE OF PROFESSIONALS OVER 18 YEARS OF AGE. IF YOU ARE NOT OVER 18 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SITES OR OUR PRODUCTS AND SERVICES. BY USING THE SITES OR OUR PRODUCTS AND SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE OVER THE AGE OF 18, AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE SITES OR OUR PRODUCTS AND SERVICES.**

**Geographic Restrictions**

Our business are located in the United States. We make no representations that content and materials on the Site or our products and services are legal or appropriate for use from outside the United States nor do we represent that our Privacy Policy is consistent with requirements outside the United States. IF YOU CHOOSE TO ACCESS THE SITE FROM LOCATIONS OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK and are responsible for compliance with any and all local laws. You may not use the Site or our products and services in violation of U.S. export laws and regulations.

**Changes to These Terms of Use**

Any of these Terms of Use may be changed at any time without notice to you. Your use of our Site, and your use of or access to our products and services immediately after such changes are posted will mean you accept such changes. Therefore, each time you use our Site, or access our proprietary database or other products and services, you should review these Terms of Use.

To update information on your contact information, please contact us at [pim@dtwresearch.com](mailto:pim@dtwresearch.com) or by mail at dtw Research, Inc., 4812 First Coast Highway, Fernandina Beach, Florida 32034, Attention: Website Caretaker.

By entering into an Agreement with dtw or placing a purchase order with dtw through this Site and accessing CDP: WorldWide and/or other products and services, you and your company expressly consent to and agree to the terms and conditions of these Terms of Use, and our Privacy Policy [[www.dtwresearch.com/privacy/](http://www.dtwresearch.com/privacy/)].

**If you do not agree to the changes, then you must not use our Site to access our products and/or services. Further, as a visitor to our Site, you are also bound by these Terms of Use and our Privacy Policy – regardless of whether your company purchases products or services from us. IF YOU DO NOT AGREE WITH THESE TERMS OF USE OR OUR PRIVACY POLICY, YOU MUST NOT USE OUR SITES.**

### **Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms of Use and, where applicable, your company's Agreement with dtw. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate dtw, a dtw employee, another user, or any other person or entity; or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm dtw or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- Use any manual or automated process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Site;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the servers on which the Site are stored, or any server, computer, or database connected to the Site;
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Site.

### **Regarding the CDP: WorldWide Database**

You, as the authorized named user of your credentials, and on behalf of your company (together, the "Customer") that has an Agreement with dtw acknowledge and agree that:

(i) dtw's CDP: WorldWide Database (the "Database") is **confidential and proprietary information and/or an original work of authorship compiled and owned by dtw**, and (ii) Customer shall **keep in confidence and protect dtw's Database from disclosure to unauthorized parties** and restrict its use as provided in these Terms of Use and your company's Agreement with dtw. You understand that dtw's Database is unique and proprietary in that it gathers data from hundreds of unrelated sources, sorts and catalogues that data, and makes that data readily available and searchable to facilitate market research and other studies. While each individual image within the Database may be available from another source, dtw's Database is a unique, confidential and proprietary compilation of this data.

- Customer agrees to use the Database and all information obtained therefrom **solely for its internal professional and/or internal business purposes** and not for any other purpose. Further, the Customer shall not: (i) access or use the Database for the benefit of third parties, or (ii) provide any information from the Database to third parties, including without limitation to any third party market research, public relations and/or advertising companies or consultants, (iii) permit the use, duplication, reproduction, copying or disclosure of the Database and/or the information contained therein, or otherwise make the Database available for any purpose to any unauthorized party, including without limitation to any third party market research, public relations and/or advertising companies or consultants. For example, and not by way of limitation, Customer shall not nor shall it permit any other party to (i) resell information from the Database; (ii) create a competing database (whether owned by the Customer or any/third party), (iii) mass-download or download in bulk images from the Database in excess of our daily batch downloading limit, (iv) use or allow third parties to access or use information from the Database for the purpose of compiling, enhancing, verifying, supplementing or deleting from any compilation of information which is sold, published, furnished or in any manner provided to a third party, including without limitation to any third party market research, public relations and/or advertising companies or consultants even if such third parties are undertaking market research or other projects for Customer; or (v) use the information from the Database in any service or product provided by the Customer or any third party, including without limitation any third party market research, public relations and/or advertising companies or consultants.
- **Access Credentials.** Customer shall be primarily liable for the acts or omissions of its employees, contract hires, temporary personnel and/or any person or entity to whom or to which it or they disclosed or revealed a designated user's access credentials, and or the use of credentials for each Customer designated user by any unauthorized party or for use for any unauthorized purpose. **You are responsible for all activity by anyone using your credentials. Do not share your credentials with third parties, including other employees or other personnel within your company.**

### **Linking to the Site and Social Media Features**

You may link to our Site's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site; or
- Send emails or other communications with certain content, or links to certain content, on this Site.

You may use these features solely in the manner provided by us, and solely with respect to the content with which they are displayed, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause any portion of content on this Site or our products and services to be displayed or appear to be displayed on your own or third-party websites;
- Cause the Site or portions of it to be displayed on, or appear to be displayed on, any other site (for example, but without limitation, framing, deep linking, or in-line linking); or
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website**

If the Site or our products and services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the content of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site or our products and services, you do so entirely at your own risk and subject to the terms and conditions of use and privacy policies for such websites.

### **Violation of these Terms of Use and Agreements**

You are responsible if you violate these Terms. If you (i) violates these Terms, (ii) permit or acquiesce in a violation of these Terms, or (iii) fails to disclose to dtw an unauthorized user or unauthorized use of our proprietary database, then you and your company are liable to dtw for resulting losses, as further provided in your company's Agreement with dtw.

### **Survival**

All of your obligations and undertakings stated in these Terms will continue after your company's Agreement with dtw expires or otherwise terminates.

### **Injunctive Relief**

You acknowledge and agree that the use, misuse, sharing or transmission of any content on our Site or from our proprietary database or portions thereof in violation of these Terms would cause dtw irreparable harm for which monetary damages would be inadequate. Accordingly, and without limiting any other terms of these Terms and your company's Agreement with dtw, in the event of a breach or threatened breach of these Terms, dtw will be entitled to injunctive relief without the need to post a bond or other security or to prove actual damages. dtw will be entitled to recover dtw's attorneys' fees, court costs and expenses together with all other relief awarded by a court of competent jurisdiction.

### **Limitation of Warranties**

YOU UNDERSTAND AND AGREE THAT THE SITE, THE DATABASE AND THE SYSTEMS USED TO ACCESS THE SITE AND DATABASE ARE PROVIDED "AS IS." EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN dtw AND ITS THIRD PARTY PROVIDERS SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND TO CUSTOMER, ITS USERS AND ANY OTHER THIRD PARTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. dtw AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATION OR WARRANTY THAT THE SYSTEM, THE SITE OR THE DATABASE, INFORMATION, REPORTS, MATERIALS OR SERVICES OBTAINED FROM OR GENERATED BY THE SYSTEM OR THE DATABASE, WILL MEET YOUR AND YOUR COMPANY'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, ACCURATE OR FREE FROM ERROR OR DEFECT. dtw MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO ANY RECOMMENDED EQUIPMENT TO BE USED WITH THE SYSTEM AND/OR TO ACCESS THE SITE AND/OR THE DATABASE, INCLUDING, WITHOUT LIMITATION, THE FAULT TOLERANCE OF THE SYSTEM. YOU AND YOUR COMPANY ARE RESPONSIBLE FOR VERIFYING THE RESULTS OF ALL USES OF AND RESULTS AND REPORTS PROVIDED BY THE SYSTEM AND FOR TESTING THE SYSTEM BEFORE YOU USE THE SYSTEM AND THE DATABASE IN CONNECTION WITH ITS BUSINESS.

### **Limitation of Remedies**

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE IN PERFORMANCE OF THE SYSTEM, OR DISSATISFACTION WITH THE DATABASE IS TO TERMINATE YOUR USE OF THE DATABASE. AS A VISITOR TO THIS SITE, IF YOU ARE DISSATISFIED WITH THE SITE OR THE SYSTEM, YOUR SOLE RECOURSE IS NOT TO USE THE SITE.

### **Limitation of Liability**

You and we acknowledge that the limitations set forth in this Section are integral to the amount of fees levied in connection with an Agreement with dtw, and that, were dtw to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Further, if you are a visitor to the Site, and have not purchased any services or products, then you have paid no consideration for such access. IT IS UNDERSTOOD AND AGREED THAT dtw AND ITS THIRD PARTY PROVIDERS, AND OUR AND THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ANY ENTITY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH US OR THEM SHALL HAVE NO LIABILITY TO ANY VISITOR, YOU, YOUR COMPANY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. LOSS OF PROFIT, LOST DATA, LOSS OF USE OF THE SYSTEM, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THE SITE, YOUR COMPANY'S AGREEMENT WITH dtw, THE DATABASE AND/OR THE SYSTEM, EVEN IF dtw HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. dtw AND ITS THIRD PARTY PROVIDERS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ANY ENTITY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH US OR THEM HAVE NO LIABILITY TO YOU, YOUR COMPANY OR ANY THIRD PARTY FOR ANY (I) LOSS, CORRUPTION, ERROR, OMISSION, INACCURACY OR DELAY OF DATA OR INFORMATION RETAINED IN THE SYSTEM, THE SITE OR PRODUCED BY THE SYSTEM OR THE DATABASE, OR (II) CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF dtw. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF dtw AND ITS THIRD PARTY PROVIDERS AND OUR AND THEIR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ANY ENTITY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL BY US OR THEM

FOR DAMAGES FOR ANY CAUSE WHATSOEVER RELATING TO OR ARISING OUT OF USE OF THE SITE, YOUR COMPANY'S AGREEMENT WITH dtw, YOUR USE OF THE DATABASE OR THE SYSTEM, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE SUBSCRIPTION OR OTHER AGREEMENT FEES PAID BY YOUR COMPANY TO dtw DURING THE THREE (3) MONTHS PRIOR TO THE CLAIM(S). LIABILITY TO YOU AS A SITE VISITOR IS LIMITED TO \$100.

### **Waiver**

No waiver by dtw of any term or condition in these Terms of Use will mean that dtw is not enforcing these Terms of Use, or excusing your violation of these Terms of Use. Our decision not to terminate your account, or not to sue you, even if you violate any of these Terms of Use does not mean that we are giving up or waiving our right to do so.

### **Severability**

If any provision of these Terms of Use or our Privacy Policy is deemed void, unlawful, or otherwise unenforceable by a judicial or similar authority, that provision will be severed from these Terms of Use or our Privacy Policy, but the remaining provisions will remain in force.

### **Binding Agreement; Applicable Laws, Jurisdiction and Waivers**

By accessing all or any part of our Site, the Database, and our products and services purchased and accessed through our Site you confirm your consent to these Terms of Use and our Privacy Policy [[www.dtwresearch.com/privacy/](http://www.dtwresearch.com/privacy/)].

Any claims arising out of or relating to these Terms of Use shall be governed by the laws of the State of Florida, U.S.A., without giving effect to any conflicts of laws provisions. You agree that in the event of any dispute or claim with respect to these Terms of Use, the sole and exclusive jurisdiction for bringing any such action shall be in the Florida state courts located in Nassau County, Florida, USA, or the Federal District Court for the District of Florida, and you waive any and all rights to claim inconvenient forum or immunity. **You and dtw hereby waive any and all rights to a jury trial with respect to any claim arising out of or relating to these Terms of Use.**

Entire Agreement: These Terms of Use, our Privacy Policy and your company's Agreement with dtw (as applicable) together constitute the entire agreement between you and dtw concerning your use of the Site and the Database and any other dtw products and services.

Your questions and comments are welcome. Please feel free to contact us by email [pim@dtwresearch.com](mailto:pim@dtwresearch.com) or by mail at dtw Research, Inc., 4812 First Coast Highway, Fernandina Beach, Florida 32034 USA; Attention Website Caretaker.