



dtw Research/CDP: WorldWide

## Terms of Use

Effective Date: October 24, 2024

### Acceptance of these Terms of Use

dtw Research, Inc. ("dtw", "we," "us" or "our") is a pharmaceutical marketing and industry specific resource company. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), are entered into by and between you and dtw.

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SITE.**

**NOTICE OF JURY AND CLASS ACTION WAIVER: THESE TERMS OF USE INCLUDE A BINDING JURY WAIVER AND CLASS ACTION WAIVER, SET FORTH BELOW, WHICH AFFECT YOUR RIGHTS ABOUT RESOLVING ANY DISPUTE WITH dtw. PLEASE READ THESE REQUIREMENTS CAREFULLY.**

By you or your company entering into an Agreement (defined in the [BUSINESS PURPOSES ONLY](#) section below) with dtw, accessing all or any part of our Site, accessing CDP: WorldWide, or by placing a purchase order for a SnapShot Report with dtw through our Site, you and your company expressly acknowledge these Terms of Use and consent to and agree to the terms and conditions of these Terms of Use, including our use and disclosure of your or your company's information in accordance with our Privacy Policy [<https://www.dtwresearch.com/privacy/>], incorporated herein by reference.

**YOU MAY NOT USE THIS SITE (i) FOR NON-BUSINESS PURPOSES, (i) IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, (ii) IF YOU ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH dtw, OR (iii) IF YOU ARE PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE'S CONTENTS, PRODUCTS, OR SERVICES BY APPLICABLE LAW.**

### Additional Terms

In addition to these Terms of Use, products or services purchased may be subject to additional posted guidelines, rules or terms, such as the Agreement, if applicable, ("**Additional Terms**"). If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for a particular product or service, unless the Additional Terms expressly state otherwise.

## **BUSINESS PURPOSES ONLY**

**WE ARE A BUSINESS-TO-BUSINESS SERVICE. YOUR INTERACTION WITH US IS NOT A CONSUMER TRANSACTION. OUR PRODUCTS, SERVICES, AND OUR SITE ARE NOT INTENDED FOR INDIVIDUALS FOR THEIR PERSONAL USE.**

Our customers and visitors to our Site are generally owners, employees and/or consultants of or to pharmaceutical companies, marketing research companies, advertising, and public relation companies, acting on behalf of those companies.

Access to certain secured areas of our Site is restricted to persons working for or employed by companies that have an agreement with dtw, whether by having

- (i) purchased a subscription;
- (ii) a free trial or a free account;
- (iii) been granted authorized access to the Database (defined below) pursuant to a three party agreement with dtw and one of our customers;
- (iv) placed orders with us to receive access to other products and services through our Site for the subject company's business need; or
- (v) otherwise been granted access to the Database (any of (i), (ii), (iii), (iv) or (v) being referred to herein as an **"Agreement"**).

Your use of our Site and our products and services are governed by these Terms of Use, our Privacy Policy [<https://www.dtwresearch.com/privacy/>], and, where applicable, your company's Agreement with 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/OR YOUR COMPANY TO LIABILITY.**

## **Changes to these Terms of Use**

**USERS AND OUR CUSTOMERS ARE RESPONSIBLE FOR PERIODICALLY VISITING OUR SITE, OUR PRIVACY POLICY, AND THESE TERMS OF USE TO CHECK FOR ANY CHANGES AND UPDATES.** Any or all 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. If we make material changes to how we treat our users' Personal Information, we may post notice on our Site and update our Privacy Policy, these Terms of Use, and the "Effective Date" accordingly.

To update information on your contact information, please contact us via email [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. **As we note in our Privacy**

**Policy and in our Agreements, your contact information you provide to us should ONLY be your business points of contact.**

## **Children Under the Age of 18**

Our Site is not intended for children under eighteen (18) years of age. The Site and the services, content, information and programs provided or made available on and/or through the Site may not be accessed or used by any individuals who are not at least 18 years of age. No one under age 18 may provide any information to the Site. We do not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on this Site, register on the Site, or provide any information about yourself to us, including your name, address, telephone number, or email address.

**BY USING OUR SITE, YOU REPRESENT AND WARRANT THAT YOU ARE OF THE MINIMUM AGE TO FORM A BINDING CONTRACT WITH dtw AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

If we learn we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information.

If you believe we might have any information from or about a child under 18, please contact us at [pim@dtwresearch.com](mailto:pim@dtwresearch.com).

## **Geographic Restrictions**

The Site is based in the United States. Access to the Site may not be legal by certain persons outside of the United States. If you access the Site from outside of the United States, you do so on your own initiative and are responsible for compliance with local laws, rules, and regulations.

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 applicable with local laws, rules, and regulations. You may not use the Site or our products and services in violation of U.S. export laws and regulations.

## **Information About You and Your Visits to the Site**

All information we collect on the Site is subject to our Privacy Policy [<https://www.dtwresearch.com/privacy/>]. By using the Site, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy [<https://www.dtwresearch.com/privacy/>].

## **Accessing the Site and Account Security**

Access to the Site is permitted on a temporary basis. We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of, the Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including any registered users. You acknowledge that dtw reserves the right to refuse service to anyone and to cancel user access at any time.

You are responsible for both:

- making all arrangements necessary for you to have access to the Site; and
- ensuring that all authorized persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site, you may be asked to provide certain details or other information. It is a condition of your use of the Site that all the information you provide on or through the Site is correct, current, and complete.

You agree that all information you or your company provide to register and maintain an account with this Site, to receive access to content or otherwise, including but not limited to the use of any interactive features on the Site, is governed by our Privacy Policy [<https://www.dtwresearch.com/privacy/>], and you consent to all actions we take with respect to your information consistent with our Privacy Policy [<https://www.dtwresearch.com/privacy/>].

For information about Database Access Credentials (defined below), please visit the [CDP: WorldWide Database](#) section below.

Otherwise, if you choose, or are provided with access credentials (including, but not limited to, Database Access Credentials, usernames, passwords, or other information) as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account and credentials to your account are personal and unique to you and your company. You agree not to provide any other person with access to this Site or portions of it using your access credentials, including but not limited to, Database Access Credentials, usernames, passwords, or other information. You may not use a third party's account, username or password at any time. dtw shall not be liable for any losses you incur as a result of someone else's use of your account or access credentials, either with or without your knowledge. You may be held liable for any losses incurred by dtw, our licensors, officers, directors, employees, consultants, agents and representatives or your own company due to someone else's use of your account or access credentials.

You agree to notify us immediately of any unauthorized access to or use of your access credentials or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information and/or any resources you access through the Site.

We have the right to disable access credentials, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **CDP: WorldWide Database**

In connection with dtw's CDP: WorldWide Database (the "**Database**"); you, as the authorized named user of your access credentials, and on behalf of your company (together, the "**Customer**") that has an Agreement with dtw, acknowledge and agree to the following:

### ***Purpose***

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.

### ***Confidential and Proprietary***

The Database is confidential and proprietary information and/or an original work of authorship compiled and owned by dtw.

You understand that the 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.

Customer shall keep in confidence and protect the Database from disclosure to unauthorized parties and restrict its use as provided in these Terms of Use and your company's Agreement with dtw.

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.

### ***Database 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 to the Database ("**Database Access Credentials**"), and/or the use of Database Access Credentials for each Customer designated user by any unauthorized party or for use for any unauthorized purpose.

**Customer shall be responsible for all activity by anyone using Customer's Database Access Credentials.**

**Customers are strictly prohibited from disclosing or sharing Database Access Credentials to or with third parties, including other employees or other personnel within your company.**

## **Accuracy of Information**

dtw strives to keep the Site accurate, current and up to date. However, because resources, laws, and regulations rapidly change and evolve, dtw does not guarantee that all of the information obtained through or furnished by dtw, including but not limited to data readily available and searchable by the Database to facilitate market research and other studies, is correct, current and/or complete.

**WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RESOURCES YOU ACCESS PURSUANT TO YOUR USE OF THE DATABASE OR OUR SERVICES AND PRODUCTS OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION THAT YOU VIEW ON THOSE RESOURCES.**

### **Release and Covenant With Respect to Accuracy of Information**

By accessing and using the Site and the Database, you recognize that the accuracy of any information obtained through or furnished by dtw is not guaranteed by dtw, and you release dtw and our licensors, officers, agents, employees and independent contractors from any liability for any negligence in connection with the preparation of information and from any loss or expense suffered by you or any individual or others resulting directly or indirectly from the contents of the information accessed and viewed by you in the use of the Database and our services.

**TO THE FULLEST EXTENT ALLOWED BY LAW, YOU COVENANT NOT TO SUE OR MAINTAIN ANY CLAIM, CAUSE OF ACTION, DEMAND, CROSS-ACTION, COUNTERCLAIM, THIRD-PARTY ACTION OR OTHER FORM OF PLEADING AGAINST dtw AND OUR OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS ARISING OUT OF OR RELATING IN ANY WAY TO THE ACCURACY OR INACCURACY, VALIDITY OR NON-VALIDITY, OF ANY OF THE INFORMATION PROVIDED TO OR ACCESSED BY YOU THROUGH dtw AND ITS PRODUCTS OR SERVICES.**

## Payment Options and Obligations

When you elect to purchase a Subscription to the CDP Worldwide Database or a SnapShot Report, your company has different payment options. You may pay for your purchase with your company credit card (which we do not retain on file), or you can purchase on an account with dtw established by your company and we will bill your company at months' end, with net 30 day payment terms.

If you use your company account to make such a purchase, you are thereby warranting to dtw, intending to dtw to rely thereon, that you are an authorized account user, and have the authority to obligate the company to remit payment to dtw in accordance with these terms.

If your company does not remit payment within such 30 day period, then you further agree, as an authorized representative of your company that your company will charged and be obligated to and will owe to dtw interest on such late payment at the rate of XX% or the highest rate allowed by law, whichever is lower, until payment in full has been made.

If you and other users of your company's account fail to remit timely payment on the company account for more than XX consecutive months or three (3) times in any rolling 12 month period, you agree, on behalf of your company that dtw reserves the right to terminate your company's right to use this account process for payment of CDP Worldwide or CDP Snapshot purchases. Further, we reserve the right to terminate your company's agreement with dtw as a result of such non-payment.

If dtw elects to cancel this account feature, we will notify your company at least 60 days in advance.

## Ownership of Site, Products, and Services

The Site is owned and operated by dtw and/or its licensors. All rights, title and interest in and to the materials provided on this Site and through our Service including but not limited to the Database, products, services, information, documents, logos, graphics, sounds and images ("**Materials**") are owned either by dtw or by our respective third party authors, developers, or vendors ("**Third Party Providers**").

Except as otherwise expressly permitted by dtw herein or in your company's Agreement, Materials may not be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this Site shall be construed to confer any license under any of dtw's intellectual property rights, whether by estoppel, implication, or otherwise.

dtw does not sell, license, lease, or otherwise provide Materials other than those specifically identified as being provided by dtw. Any rights not expressly granted herein are reserved by dtw and/or its third party licensors and Third Party Providers.

The resources you access pursuant to your use of our products and services may have their own restrictions.

## Third Party Sites and Resources

This Site and our products or services may contain references, citations, or links to websites or resources controlled by parties other than or unaffiliated with dtw (collectively, “**Third Party Sites and Resources**”).

**dtw IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE OR ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, AVAILABILITY, COMPLETENESS, AND/OR RELIABILITY OF ANY CONTENTS, PRODUCTS, SERVICES, OR USE OF THIRD PARTY SITES AND RESOURCES, ANY WEBSITE ACCESSED FROM A THIRD PARTY SITE AND RESOURCE, OR ANY CHANGES OR UPDATES TO SUCH THIRD PARTY SITES AND RESOURCES. USAGE OF THIRD PARTY SITES AND RESOURCES ARE GOVERNED BY THEIR RESPECTIVE PRIVACY POLICIES AND TERMS OF USE.**

dtw makes no guarantees about the content or quality of the products or services provided by Third Party Sites and Resources. dtw is not responsible for webcasting or any other form of transmission received from Third Party Sites and Resources. dtw may provide references, citations, or links to Third Party Sites and Resources to you only as a convenience, and the inclusion of any references, citations, or links does not imply any endorsement by dtw of Third Party Sites and Resources, nor does it imply that dtw sponsors, is affiliated, or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in or belong to Third Party Sites and Resources.

You acknowledge that you bear all risks associated with access to and use of content provided on or from Third Party Sites and Resources and agree that dtw is not responsible for any loss or damage of any sort you may incur from dealing with Third Party Sites and Resources.

You should contact the applicable Third Party Site and Resource if you have any concerns regarding the Third Party Site and Resource or the content located on such Third Party Site and Resources.

## **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 (“**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, other than by using the Social Media Features;
- 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) other than by using the Social Media Features;
- link to any part of the Site other than the homepage, other than by using the Social Media Features; or
- 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 SOLE DISCRETION.**

## **Intellectual Property Rights and Compliance with Intellectual Property Laws**

dtw's names, logos, product and service names, designs, and slogans are trademarks of the dtw or its affiliates or licensors. You must not use such marks without the prior written permission of dtw. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

The Site and its content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by dtw, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and/or other intellectual property or proprietary rights laws.

You agree to comply with all applicable trademark, copyright and patent laws, and you agree to respect the intellectual property rights of dtw, its licensors, service providers and others. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of dtw's or any third party's copyrights, trademarks or other intellectual property or proprietary rights. You shall be solely responsible for any violations of

any relevant laws and for any infringements of third party rights caused by any content you provide or transmit or that is provided or transmitted using your account.

You must not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Site, except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- you may store files that are automatically cached by your Web browser for display enhancement purposes; and
- if we provide social media features with certain content, you may take such actions as are enabled by such features.

If you wish to make any use of Materials on or obtained through the Site other than that set out in this section, you must obtain prior written consent from dtw. Please address any request for such consent to [<https://www.dtwresearch.com/privacy/>].

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of these Terms of Use, your right to use the Site will stop immediately and you must, at our direction, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted herein are reserved by dtw. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## Feedback

If you provide dtw with any ideas or suggestions that may enhance or otherwise improve the Site or dtw's products or services ("**Feedback**"), dtw may, in its sole discretion, decide to incorporate some or all of such Feedback. dtw shall own all right, title and interest in any such Feedback. The submission or acceptance of such Feedback shall not be interpreted as a commitment by dtw to incorporate the idea into the Site, products, services, or any future functionality.

## Restrictions

You and your company, whether as a Customer or Site visitor, shall not engage in the following conduct:

- use information from the Site, including the Database, in any service or product provided by the Customer or any third party;
- share access credentials, including but not limited to Database Access Credentials, with anyone or allow unauthorized access to the Site in any manner;
- access or use the Database for the benefit of third parties;

- 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 except as expressly permitted by the terms of your Agreement;
- permit the use, duplication, reproduction, copying or disclosure of the Database and/or the information contained therein except as expressly permitted by the terms of your Agreement;
- 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;
- resell information from the Database;
- create a competing database (whether owned by the Customer or any/third party);
- mass-download or download in bulk images from the Site or Database in excess of our daily batch downloading limit;
- use or allow third parties to access or use information from the Site, including 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
- create any derivative work using any information from the Site or Database, including without limitation any third party market research, public relations, and/or advertising companies or consultants.

## 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 and your company agree to not use the Site in the following manners:

- 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;

- 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; or
- in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.

Additionally, you and your company agree not to:

- 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.

## Violation of these Terms of Use, Agreements, and Additional Terms

You are responsible if you violate these Terms of Use, our Agreement with your company, or any applicable Additional Terms. If you (i) violate these Terms of Use, our Agreement with your company, or any applicable Additional Terms, (ii) permit or acquiesce in a violation of these Terms of Use, our Agreement with your company, or any applicable Additional Terms, or (iii) fail to disclose to dtw an unauthorized user or unauthorized use of the Database, then you and your company are liable to dtw for resulting losses, whether direct or indirect, as further provided in your company's Agreement with dtw.

## Indemnification

You hereby agree that you and your company will indemnify, defend and hold harmless dtw, its licensors and their respective directors, officers, members, managers, shareholders, employees, and agents harmless from and against any and all liabilities, claims, actions, suits, costs, damages, penalties and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) (collectively, "**Liabilities**"), arising out of or related to

any claim, demand, suit, and/or judgment brought or asserted by any third party (collectively, **“Third Party Claims”**) resulting or attributable to the following:

- the use of the Site and/or the Database;
- the use, operation or combination of the Site with software, data, equipment, specifications, or materials not provided through dtw;
- any breach of any provision of these Terms of Use, our Privacy Policy [<https://www.dtwresearch.com/privacy/>], Additional Terms, including but not limited to the Agreement (if applicable), or any representation, warranty or covenant made or undertaken by you under these Terms of Use;
- any unauthorized, incomplete or misleading representation or warranty made by you, your agents or employees regarding the Site or information obtained through, accessed from or furnished by dtw;
- any violation of applicable laws, rules or regulations, including but without limitation, any applicable state privacy laws, rules, or regulations, data destruction laws, or otherwise, and further including your failure to secure all required consents;
- alleged or actual inaccuracies in the contents of the Site provided to you by dtw;
- any personal injury or death, or damage to, or loss of, tangible property caused in whole or in part by you or your authorized users;
- alleged or actual intellectual property infringement by you or your authorized users;
- misuse of, or improper access to, Personal Information by you or your authorized users; or
- willful misconduct by you.

## Injunctive Relief

You and your company acknowledge and agree that the use, misuse, sharing, or transmission of any content on our Site, from the Database, or portions thereof in violation of these Terms of Use may cause dtw irreparable harm for which monetary damages would be inadequate.

Accordingly, and without limiting any other terms of these Terms of Use 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.

## Disclaimer 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, THIRD PARTY SITES AND RESOURCES, AND dtw's 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, THIRD PARTY SITES AND RESOURCES, AND dtw's 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.

WE DO NOT GUARANTEE THAT THE RESULTS OF YOUR USE OF THE SITE, THE DATABASE, PRODUCTS, SERVICES, AND MATERIALS ARE ACCURATE, COMPLETE OR CURRENT NOR DO WE WARRANT THAT THEY WILL FIT YOUR PARTICULAR PURPOSE. YOU ARE RESPONSIBLE TO INDEPENDENTLY VERIFY THE RESULTS OBTAINED THROUGH THE USE OF OUR SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE DISCLAIMED, EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### Limitation of Remedies

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE IN PERFORMANCE OF THE SITE, OUR SERVICES, OR DISSATISFACTION WITH THE DATABASE IS TO TERMINATE YOUR USE OF THE DATABASE IN ACCORDANCE WITH YOUR AGREEMENT. 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, THIRD PARTY SITES AND RESOURCES, AND dtw's 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, THIRD PARTY SITES AND RESOURCES, AND THIRD PARTY PROVIDERS' 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 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. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN YOUR COMPANY'S AGREEMENT WITH dtw, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF dtw, THIRD PARTY SITES AND RESOURCES, AND dtw's 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 LESSER OF (X) THE SUBSCRIPTION OR OTHER AGREEMENT FEES ACTUALLY PAID BY YOUR COMPANY TO dtw DURING THE THREE (3) MONTHS PRIOR TO DATE ON WHICH YOU MADE THE CLAIM(S) WERE MADE, AND (Y) \$100. 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.

## Applicable Laws, Jurisdiction and Jury/Class Action Waivers

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, YOUR COMPANY, AND dtw HEREBY WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL AND/OR CLASS ACTION LAWSUIT WITH RESPECT TO ANY CLAIM(S) ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE AGREEMENT, THE SITE, OR THE DATABASE, INCLUDING BUT NOT LIMITED TO (I) CLAIMS ARISING OUT OF OR RELATING TO ANY ASPECT OF THE RELATIONSHIP WITH US, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY; (II) CLAIMS THAT AROSE BEFORE THESE OR ANY PRIOR TERMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO ADVERTISING); (III) CLAIMS THAT ARE CURRENTLY THE SUBJECT OF PURPORTED CLASS ACTION LITIGATION IN WHICH YOU ARE NOT A MEMBER OF A CERTIFIED CLASS; AND (IV) CLAIMS THAT MAY ARISE AFTER THE TERMINATION OF THESE TERMS OF USE OR THE AGREEMENT.**

## **Survival**

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

## **Entire Agreement**

These Terms of Use, our Privacy Policy [<https://www.dtwresearch.com/privacy/>], and Additional Terms, including but not limited to the Agreement, if applicable, constitute the entire agreement between you, your company, and dtw regarding the Site, the Database, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

## **Contact us**

You may email us at [pim@dtwresearch.com](mailto:pim@dtwresearch.com) with "TERMS OF USE" in the subject line, or send us a letter addressed to:

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