

**HolonIQ**  
HOLONIQ USA INC.

# TERMS OF SERVICE

## INTRODUCTION

HolonIQ is a market intelligence platform that provides market insights and data. Use of HolonIQ is subject to these Terms of Service.

## DEFINITIONS

The following terms are used regularly throughout these Terms of Service and have the following meanings:

- (a) **Account** means a registered account with the Platform.
- (b) **Account Plan** means the different types of subscription plans available to the Customer for access to the Platform as updated by the Company from time-to-time.
- (c) **Agreement** means the agreement formed between the Customer and the Company under, and on the terms of, these Terms of Service.
- (d) **Authorized User** means any registered user of the Platform authorized to access the Customer's Account by the Company.
- (e) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in New York, NY.
- (f) **Commercial Terms** means any additional terms agreed between the Company and the Customer with respect to the Customer's licence for the use of the Platform, including with respect to Fees payable and Account Plan subscribed for, and includes any proposal or quotation accepted by the Customer.
- (g) **Company** means HolonIQ USA Inc., a Delaware corporation.
- (h) **Confidential Information** means any written or verbal information that:
  - i Is deemed as confidential under this Agreement;
  - ii A party informs the other party that it considers it confidential and/or proprietary; and/or
  - iii A party would reasonably consider to be confidential in the circumstances;but does not include information that a party can establish:
  - iv Was in the public domain at the time it was given to that party;
  - v Became part of the public domain, without that party's involvement in any way, after being given to the party;
  - vi Was in a party's possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party; or
  - vii Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.

- (i) **Customer** means the individual or organization to whom use of the Platform is licensed under these Terms of Service.
- (j) **Fee** means any fee charged by the Company for (i) access to the Platform (ii) use of the Platform and (iii) additional services that are agreed upon by the Company and the User.
- (k) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
- (l) **Intellectual Property Rights** means, for the duration of the rights in any part of the world, any industrial or Intellectual Property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations
- (m) **Platform** means the “HolonIQ” market intelligence platform accessible at the Site.
- (n) **Platform Data** means all information, written or visual, provided within the Platform or by the Company, including Third Party Data.
- (o) **Privacy Policy** means the Company's privacy policy as updated from time-to-time, which can be found at <https://www.holoniq.com/privacy-policy/>.
- (p) **Research** means any research, reports, papers, articles and other information displayed within the Platform from time-to-time.
- (q) **Third Party Data** means any information of a Third Party Data Source that is made available by the Company (including and especially via the Platform), including any Research.
- (r) **Third Party Data Source** means the publisher, provider, supplier or other originator of any Third Party Data provided by the Company (including and especially via the Platform).
- (s) **User** means any Customer or Authorized User.
- (t) **User Data** means all information, data, documents, comments, posts, feedback and other such materials entered into the Platform by a User or on behalf of a User by any party but does not include derivative data.
- (u) **Site** means the URL of the Company's website providing Customer login access to the Platform.

## 1 AGREEMENT

- 1.1 The licence granted under these Terms of Service shall be ongoing until terminated in accordance with these Terms of Service and/or the Commercial Terms.
- 1.2 The User agrees:
  - (a) To use the Platform solely in accordance with these Terms of Service and the Commercial Terms; and

- (b) If creating an Account that it is authorized to establish, maintain and pay for the Account.
- 1.3 The Customer agrees:
- (a) To pay the Fees in accordance with the pricing agreed in the Commercial Terms as and when they fall due; and
  - (b) That it is responsible for the conduct of each Authorized User it authorizes, who each must agree to and comply with these Terms of Service.
- 1.4 Where there is a conflict between these Terms of Service and the Commercial Terms, the Commercial Terms shall prevail.

## **2 USING THE PLATFORM**

### **2.1 General**

- (a) To access and use the Platform:
  - i The User's Account must be set up and registered; and
  - ii Each User must register with the Platform, either as a Customer or as an Authorized User, as the case may be.
- (b) The Platform may permit or deny the User an Account with the Platform in its absolute discretion, although the User may generally obtain an account by registering via the Platform and accepting these Terms of Service.
- (c) The Company makes no representation or warranty that the User will achieve particular results or benefits from using the Platform.
- (d) Users shall not share any information from the Platform outside of the Company.
- (e) The User shall not hold the Company liable, and the Company shall not assume responsibility in any way for, the User's use of the Platform and/or Platform Data.

### **2.2 Authorized Users**

- (a) The Customer, where an organization, shall be entitled to select certain employees to be an Authorized User under its Account, subject to any restriction on the number of Authorized Users agreed between the parties in the Commercial Terms or otherwise in writing. For avoidance of doubt, the Customer shall not, without limitation, gift or grant access to the Platform or Site to anyone who is not an employee of the Company.
- (b) Upon written request of the Customer and provided any limitation on the number of included Authorized Users is not exceeded, the Company will authorize the registration of the new Authorized User to access the Customer's Account subject to:
  - i The Customer providing necessary personal details for the Authorized User as requested by the Company, including (without limitation) full name and email address; and

- ii The Authorized User registering with the Platform and accepting these Terms of Service.
- (c) For the avoidance of doubt, the Company manages Authorized Users on behalf of the Customer as instructed from time-to-time, including the appointment and removal of an Authorized User.

### 2.3 Features

Subject to the Commercial Terms and any limitations on the Customer's Account Plan, the Company shall provide the User with access to and use of the features as made available within the Platform from time-to-time.

## 3 FEES

- 3.1 The Platform is a paid service and the Customer agrees to pay the Fees to the Company as agreed in writing from time-to-time.
- 3.2 Unless otherwise mutually agreed upon by the Company and the Customer, any subscription for access to the Platform shall be paid upfront in full for each 12-month period, and any subscription renewals periods shall be subject to the mutual agreement of the parties.
- 3.3 The Company may suspend a User's Account should any Fees be outstanding to the Company at any time. This may result in termination of access to the Platform for all of a Customer's Authorized Users.
- 3.4 The User agrees that the Company shall not be liable in any way for any valid termination or suspension of the User's access to the Platform pursuant to Section 5.7.
- 3.5 The Company reserves the right to introduce or change any Fees from time-to-time by giving the Customer written notice. Any new or changed Fees will apply at the end of Customer's current billing cycle after the Customer has been given such notice.
- 3.6 If the Customer does not accept the introduction or change to any Fees, then it can terminate its Account.
- 3.7 No refunds on Fees are offered except where required under law or as agreed at the absolute discretion of the Company.
- 3.8 Fees do not include applicable taxes, and Customer shall be solely responsible to pay all such taxes separately.

## 4 PLATFORM DATA

- 4.1 Where applicable, the Company grants the User a limited, revocable, worldwide licence to access and use Platform Data, via the Platform, for the duration, and on the terms, of this Agreement.
- 4.2 Platform Data is substantially generated by proprietary machine learning and natural language processing technology using a combination of proprietary, public and Third Party Data Sources. The Company does not warrant the accuracy, completeness or currency of Platform Data and to the fullest extent possible under law, the Company disclaims any liability for the use of or reliance upon any Platform Data by the User. For

avoidance of doubt, the Company is not a guarantor of any Platform Data and shall not be held liable as such.

- 4.3 Selected Platform Data will be available for direct download by the User via the Platform as determined by the Company, subject to any download restrictions agreed by the parties in the Account Plan or otherwise mutually agreed upon by the Company and the User.
- 4.4 Unless agreed otherwise by the parties in writing, the following restrictions shall apply to the User with respect to the use of the Platform and Platform Data:
- (a) Not make Platform Data publicly available and only use it for internal informational purposes;
  - (b) Not copy, transmit, reproduce, perform, distribute, alter, transmit or create derivative works of any Platform Data or any portion of or excerpts from Platform Data in any manner not expressly permitted in these Terms of Service;
  - (c) Not use Platform Data in a manner that infringes Intellectual Property Rights (especially wrongly claiming ownership of any part of Platform Data) and third party rights and ensure that any citations are appropriately attributed; and
  - (d) Not use Platform Data in contravention of any applicable laws or regulations.
- 4.5 The use of Platform Data may be further increased or restricted under any Commercial Terms between the Customer and the Company, which shall apply to each Authorized User.

## **5 USER DATA**

- 5.1 The Company assumes, without limitation, no liability for the content of User Data, pursuant to [Section 4.2](#).
- 5.2 The User is responsible for the accuracy, quality and legality of any content uploaded to the Platform, and the User's acquisition of same.
- 5.3 The User is liable for any negligently, intentionally or recklessly erroneous, corrupted or false data uploaded to the Platform and indemnifies the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with that data, including to other Users.
- 5.4 The User consents to the use by the Company of the User's name, usernames and email addresses solely for the purpose of providing the Platform to the User for the duration of this Agreement. In addition, the User agrees that the Company may use the User's comments and feedback solely to improve the User's experience within the Platform.
- 5.5 The Company shall not access, use, modify or otherwise deal with User Data except where required by law or upon the User's authority (such as to provide access to and support for the Platform).
- 5.6 The Company may suspend access to User Data that the Company determines is, but is not limited to, illegal, offensive, indecent or objectionable in its sole discretion.
- 5.7 The Company will delete User Data from its systems on termination of these Terms of Service. Any User-generated content including, but not limited to, comments, bookmarks,

feedback, custom lists and documents will be deleted from the Company's systems when the Authorized User is no longer authorized on the Platform.

## **6 GENERAL CONDITIONS**

### **6.1 Licence**

- (a) By accepting the terms and conditions of these Terms of Service, the User is granted a limited, non-exclusive, non-transferrable and revocable licence to access and use the Platform, at the User's own risk, for the duration of these Terms of Service, in accordance with the terms and conditions of these Terms of Service and the Commercial Terms.
- (b) The Company may issue the licence to the User on further terms or limitations (including, but not limited to, the volume of any downloads) as the Company determines in its sole discretion.
- (c) The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including but not limited to for breach of the terms and conditions in these Terms of Service by the User.

### **6.2 Modification of Terms**

- (a) The Company may, from time-to-time, update the terms of these Terms of Service, provided that the User may continue to use the Platform on previously agreed terms until the end of the Customer's current billing cycle.

### **6.3 Software-as-a-Service**

- (a) The User agrees and accepts that the Platform is by the Company and shall only be (i) maintained by the Company, (ii) accessed using the internet or other connection to the Company servers, (iii) not installed 'locally' from the User's systems, and (iv) managed and supported exclusively by the Company from the Company servers with no 'back-end' access to the Platform available to the User.
- (b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Platform in any way the Company sees fit.

### **6.4 Support**

- (a) The Company provides online support for the User via the Company's "Help Site": <https://help.holoniq.com/en/articles/4786053-customer-support>.
- (b) The User should notify the Company of any difficulties or problems they may experience with the Platform as soon as practicable.
- (c) The Company reserves the right to require the payment of reasonable Fees for support requests that extend beyond those agreed on in the Account Plan prior to the provision of such support.
- (d) The User shall receive support by the Company as outlined in the User's Account Plan. The Company is not required to provide support beyond the scope of the Account Plan. The Company shall provide additional support if the User and the Company mutually agree on a case-by-case basis.

- (e) How the User uses the Platform, Platform Data or the Company's support is at the User's discretion and risk. The User shall not hold the Company liable for any events arising out of the User's use of the Platform, Platform Data or the Company's support. The Company serves the User solely by generating data via advanced technology based on public, private and Third Party Sources and is not a guarantor of either the generated or underlying source data. For avoidance of doubt, the Company's services shall not be perceived as, without limitation, advice or recommendations.

#### 6.5 Use & Availability

- (a) The User agrees that it shall (i) only use the Platform or Platform Data in accordance with applicable law and regulations and (ii) not use the Platform or Platform Data to engage in any conduct that breaches applicable law and regulations.
- (b) The User shall not upload material on the Platform that is, but is not limited to, (i) harmful, (ii) demeaning, (iii) violent, (iv) slanderous (v) inappropriate or (vi) offensive.
- (c) The User is solely responsible for the security of its names, usernames and password for access to the Platform. The User shall notify the Company as soon as it becomes aware of any unauthorized access to its Account.
- (d) The User agrees that the Company shall make commercially reasonable efforts to provide access to the Platform, however:
  - i Access to the Platform may be prevented by issues outside of the Company's control; and
  - ii The Company accepts no responsibility for ongoing access to the Platform but shall take reasonable measures to correct or cure any defect preventing access to the Platform within a reasonable time, if within the reasonable control of the Company.

#### 6.6 Privacy

- (a) The Company maintains the Privacy Policy with respect to names, usernames and email addresses that it collects about the User and other individuals.
- (b) The Privacy Policy does not apply to how the User handles names, usernames and email addresses. It is the User's responsibility to meet the obligations of applicable law and regulations by implementing a privacy policy in accordance with such law and regulations.
- (c) The Platform may use cookies (a small electronic file) to improve a User's experience while browsing, while also sending browsing information back to the Company. The User may manage how it handles cookies in its own browser settings.
- (d) The Company may use the User's names, usernames and email addresses solely to enhance the User's experience on the Platform, including developmental, statistical and analytical purposes.

#### 6.7 Data



- (a) **Security.** The Company takes the security of the Platform and the privacy of its Users very seriously. The User agrees that the User shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.
- (b) **Transmission.** The Company shall make commercially reasonable efforts to ensure that the transmission of data occurs according to accepted industry standards and the Privacy Policy. It is up to the User to ensure that any transmission standards meet the User's operating and legal requirements.

## 6.8 Intellectual Property

- (a) **Trademarks.**
  - i The Company has registered and unregistered rights in its trademarks and the User shall not copy, alter, use or otherwise deal in such trademarks without the prior written consent of the Company.
  - ii Without the written consent of the Company, the User shall not reference the Company and/or the Platform in any promotional material.
- (b) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws and regulations, both domestically and internationally. The User agrees that it shall not infringe on any third-party rights through the use of the Platform or Platform Data, in particular those rights of a Third-Party Data Source. Should the User infringe on third-party rights, the User is subject to the liabilities and indemnities pursuant to Section 6.12(c).
- (c) **The Platform.** The User agrees and accepts that the Platform is the Intellectual Property of the Company and the User further agrees that by using the Platform the User will not:
  - i Copy the Platform, or Platform Data, or the services that it provides for the User's own commercial purposes; and/or
  - ii Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in the Platform or any documentation associated with it.
- (d) **Content.** All content (excluding User Data) submitted to the Company, whether via the Platform or directly by other means, becomes and remains the Intellectual Property of the Company, including, without limitation, any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the Platform.

## 6.9 Third Party Dependencies

The User agrees and acknowledges that the Platform has third party dependencies which may affect its availability, including, without limitation, Third Party Data Sources, internet service providers and hosting services and that the Company has no means of controlling the availability of such dependencies and shall not be liable for any interruptions to such.

## 6.10 Confidentiality

- (a) The Company agrees to take commercially reasonable efforts to keep all User Data in the strictest confidence, and to the extent User Data is accessed and/or received by the Company it shall be deemed as Confidential Information for the purposes of these Terms of Service.
- (b) Each party acknowledges and agrees that:
  - i The Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);
  - ii It owes an obligation of confidence to the Discloser concerning the Confidential Information;
  - iii It must not disclose the Confidential Information to a third party or use the Confidential Information for any purposes other than as permitted in these Terms of Service;
  - iv All Intellectual Property rights remain vested in the Discloser but disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and
  - v Any breach or threatened breach by the receiving party of an obligation under these Terms of Service may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.
- (c) A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:
  - i Any actual, suspected, likely or threatened breach by it of any obligations it has in relation to the Confidential Information.
  - ii Any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or
  - iii Any actual, suspected, likely or threatened theft, loss, damage, or unauthorized access, use or disclosure of or to any Confidential Information.
- (d) The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:
  - i Any actual, suspected, likely or threatened breach of a term of these Terms of Service; or
  - ii Any theft, loss, damage or unauthorized access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

## 6.11 Promotion

The Company may include in its promotional materials the Customer's name, trademarks and/or logos but solely to indicate that the Customer is a customer of the Company and for no other purpose.

#### 6.12 **Liability & Indemnity**

- (a) The User agrees that it uses the Platform at its own risk.
- (b) The User acknowledges that the Company is not responsible or liable for the conduct or activities of any User, including without limitation, any breach of privacy.
- (c) The User agrees to indemnify and hold harmless the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with (i) the User's use of or conduct in connection with the Platform and Platform Data, including any breach by the User of these Terms and/or (ii) any third party who brings claims or demands against the Company in connection with the User's use of or conduct in the Company's Platform.
- (d) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use the Platform, and in particular any decisions made in reliance on Platform Data and especially investments in a corporation, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, loss, personal injury or death, or business interruption of any type, whether in tort, contract or otherwise. In the event that the Platform's functionality is in any way interrupted, the Company's sole obligation shall be to restore the functionality of the Platform within a reasonable timeframe. The User shall not be indemnified in any way by the Company for the interruption of the Platform's functionality, irrespective of the effect the interruption has on the User. For avoidance of doubt, in the occurrence that the Platform fails to perform in accordance with the Terms of Services, the User's sole remedy shall be the Company's reasonable efforts to restore the Platform's functionality within a reasonable timeframe.
- (e) Should the User place material on the Platform that is, but is not limited to, (i) harmful, (ii) demeaning, (iii) violent, (iv) slanderous (v) inappropriate or (vi) offensive, the User assumes total liability and shall indemnify the Company in full.
- (f) The User agrees that the Company shall not be responsible or held liable in any way for interruptions to the availability of (i) the Platform, (ii) the Platform Data or (iii) the loss of Customer Data in the event of, but not limited to, suspension and/or termination of their Account pursuant to [Section 3.3](#) and [Section 6.1\(c\)](#).

#### 6.13 **Termination**

- (a) Either party may terminate these Terms of Service by giving the other party no less than three months' written notice.
- (b) Either party may terminate these Terms of Service by giving the other party no less than ten Business Days' notice where:
  - i The other party has been notified in writing of a breach and has not remedied that breach within twenty Business Days;

- ii The other party commits a breach which is incapable of remedy; and/or
  - iii The other party repetitiously, wilfully or recklessly commits a breach.
- (c) Where termination is effected under this Section 6.13, access to the Platform shall cease at the end of the Customer's billing cycle active at the expiry of that notice period.
  - (d) For clarity, no refunds will be payable to the Customer for the remainder of any subscription period from the date of termination, unless either the Customer terminates for cause pursuant to clause (b) above or the Company terminates for convenience pursuant to clause (a) above, in which case the Customer shall be entitled to a pro-rata refund for Fees paid in advance for the period following the effective date of termination until the end of the Customer's current billing cycle.
  - (e) Termination of these Terms of Service is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of these Terms of Service up to the date of expiry or termination.

#### 6.14 **Dispute Resolution**

- (a) If any dispute arises between the parties in connection with these Terms of Service (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
  - i Includes or is accompanied by full and detailed particulars of the Dispute; and
  - ii Is delivered within ten Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within ten Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) parties must meet (virtually or otherwise) and seek to resolve the Dispute.
- (c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- (d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- (e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

#### 6.15 **Electronic Communication, Amendment & Assignment**

- (a) The User can direct notices, enquiries, complaints and so forth to the Company as set out in these Terms of Service. The Company will notify the User of a change of details from time-to-time.
- (b) The Company will send the User notices and other correspondence to the details that the User submits to the Company, or that the User notifies the Company of from time-to-time. It is the User's responsibility to update its contact details as they change.

- (c) A consent, notice or communication under these Terms of Service is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- (d) Notices must be sent to the parties' most recent known contact details.
- (e) The User may not assign or otherwise create an interest in these Terms of Service without prior written consent of the Company (which shall not be unreasonably withheld).
- (f) The Company may assign or otherwise create an interest in its rights under these Terms of Service by giving written notice to the User.

#### 6.16 **General**

- (a) **Special Conditions.** The parties may agree to any Special Conditions to these Terms of Service in writing.
- (b) **Prevalence.** To the extent these Terms of Service are in conflict with, or inconsistent with, the terms of any other agreement between the Company and the User, the Company's Commercial Terms shall, always and without exception, prevail.
- (c) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms of Service.
- (d) **Relationship.** The relationship of the parties to these Terms of Service does not form a joint venture or partnership.
- (e) **Waiver.** No clause of these Terms of Service will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (f) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to these Terms of Service and the transaction facilitated by it.
- (g) **Governing Law.** These Terms of Service are governed by the internal, substantive laws of New York State. Each of the parties hereby submits to the non-exclusive jurisdiction of courts located in New York, New York.
- (h) **Severability.** Any clause of these Terms of Service, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms of Service.
- (i) **Interpretation.** The following rules apply unless the context requires otherwise:
  - i Headings are only for convenience and do not affect interpretation.
  - ii The singular includes the plural and the opposite also applies.
  - iii If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
  - iv A reference to a clause or section refers to clauses or sections in these Terms of Service.

- v A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- vi Mentioning anything after *includes, including,* or similar expressions, does not limit anything else that might be included.
- vii A reference to a *party* to these Terms of Service or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- viii A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
- ix A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

**END TERMS OF SERVICE**