

TERMS OF USE

These terms of use ("Terms of Use") governs the access and use of Insightsfirst by users (hereinafter referred to as "You" or "Your" or "Yourself" or "User"). Your use of Insightsfirst constitutes Your agreement to all the terms, conditions and restrictions contained in these Terms of Use.

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS OF USE BEFORE USING INSIGHTSFIRST AS THEY CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND EVALUESERVE ("Us" or "We").

IN ADDITION TO THESE TERMS OF USE, USE OF INSIGHTSFIRST BY YOU SHALL BE GOVERNED BY THE APPLICABLE PROPOSAL, STATEMENT OF WORK, ORDER FORM OR ANY OTHER LIKE DOCUMENT ("TERMS OF LICENSE") AS MAY BE AGREED WITH US.

1. General

Insightsfirst is an Internet based portal owned and operated by Evalueserve. Your use of Insightsfirst and Your access to it is subject to, and is conditional upon you accepting, all of the terms and conditions contained in these Terms of Use. All rights in Insightsfirst are owned by Evalueserve, and any unauthorized use, copying or modification is prohibited.

2. User Account, Password, and Security

- a. To use Insightsfirst, you must be at least 18 years old or have reached the age of majority in your jurisdiction. By accessing Insightsfirst, you affirm that you meet this eligibility requirement.
- b. Evalueserve may make certain Services available to You through only if You have provided Evalueserve with such User information as may be requested by Evalueserve. The account created by Evalueserve for You ("Account") can be accessed by a user ID and password provided by Evalueserve (collectively, the "Account Information"). Insightsfirst requires You to log in as a User using the Account Information to make use of the Services provided by/ through Insightsfirst. You are responsible for maintaining the confidentiality of Your Account information and are fully responsible for all activities that occur under Your Account.
- c. You shall immediately notify Evalueserve of any unauthorized use of Your Account and/or Account Information or any other breach of security.
- d. By accessing Insightsfirst, You agree that the Account Information shall only be used by You.
- e. Evalueserve will not be liable for any loss that You may incur as a result of someone else using or accessing Your password or account, either with or without Your knowledge.
- f. You may be held liable for losses incurred by Evalueserve or any other party as a result of someone else using or accessing Your Account Information if You have not taken reasonable steps to keep Your Account Information secure.
- g. Evalueserve reserves the right to log off or deactivate accounts that are inactive for an extended period of time, with a prior notice to You.
- h. Evalueserve may suspend (temporarily or indefinitely) or terminate or block access to Insightsfirst and/or Your Account at any time with a prior notice to You for breach of Terms of use.

3. Services

- a. Insightsfirst is a market and competitive intelligence Solution to generate strategic insights together with all content made available through or generated by it. ("Services").
- b. Your use of the Services, and all terms relating to Your purchase of the Services and materials, are subject to the Terms of License. If there is any conflict between these Terms of Use and the Terms of License, the Terms of License shall prevail.
- c. Your use of Insightsfirst, the reports and/or materials may also be subject to additional procedures for use, uploaded guidelines, rules, terms of service, disclaimers and notices, or any other additional terms and conditions as may be

notified to You by Evalueserve from time to time ("Additional Terms"). If there is any conflict between these Terms of Use, the Terms of License, and any Additional Terms, the following order of precedence shall apply: (i) the Terms of License; (ii) the Additional Terms; and then (iii) these Terms of Use.

4. Use of Artificial Intelligence or Generative AI ("AI")

Insightsfirst leverages Artificial Intelligence (AI) technologies, including Generative AI, to offer enhanced functionality including but not limited to data analysis, recommendations, summarization, and automated responses etc. Please note the following:

- a. AI-based results, analyses, or recommendations are generated automatically by algorithms and may not always be accurate, complete, or appropriate for your specific use case, hence, should not be considered professional advice (e.g., legal, medical, financial advice). You are responsible for independently verifying the accuracy, completeness, and reliability.
- b. Users are granted a non-exclusive, non-transferable, revocable license to use AI-generated content solely for lawful and appropriate purposes within the scope of your license. Unauthorized uses, including but not limited to generating harmful, discriminatory, or otherwise inappropriate content, are strictly prohibited.
- c. The use of AI functions may involve sharing input and output with third-party service providers to the extent necessary to perform the services. Evalueserve will use User input and output to train their algorithmic models. Evalueserve may modify, improve, or discontinue certain AI features at its sole discretion. We may also update these Terms of Use as necessary to reflect changes in technology or regulation, and continued use of the product constitutes acceptance of the updated terms.
- d. By using Insightsfirst, you agree that certain data you input may be processed by the AI system. Evalueserve will handle your data in compliance with our Privacy Policy and applicable data protection laws. However, we advise against entering sensitive information into the system.
- e. Evalueserve disclaims all liability for AI-generated content and its use, including any errors or omissions therein. We do not guarantee that AI-generated content will meet your expectations or that it is free from bias or flaws.

5. Your Obligations

- a. You agree to use Insightsfirst, the materials and Services only for purposes that are permitted by, and in accordance with: (a) these Terms of Use; (b) the Terms of License; (c) the Privacy Policy, and (d) any applicable law.
- b. You shall not:
 - i. Engage in any activity that interferes with or disrupts access to Insightsfirst, the materials or the Services (or the servers and networks which are connected to Insightsfirst);
 - ii. Attempt to gain unauthorized access to any portion or feature of Insightsfirst, any other systems or networks connected to Insightsfirst, to any Evalueserve server, or to any of the Services offered on or through Insightsfirst;
 - iii. Disrupt or interfere with the security of, or otherwise cause harm to, Insightsfirst, systems resources, accounts, passwords, servers or networks connected to or accessible through Insightsfirst or any affiliated or linked sites;
 - iv. Collect or store, or attempt to collect or store data about other users of Insightsfirst or the Services without their knowledge or consent;
 - v. Share confidential pricing information of any party;
 - vi. Impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - vii. Violate any applicable laws or regulations for the time being in force;
 - viii. Violate these Terms of Use, or any applicable Additional Terms;

- ix. Reverse engineer, modify, decompile, disassemble, or copy, adapt, translate, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information contained on Insightsfirst, the materials or the Services provided by Evalueserve save as expressly permitted in these Terms of Use;
- x. Use any robot, spider or other device to screen scrape any portion of Insightsfirst or any material or information from Insightsfirst, except as expressly authorized in writing by Evalueserve; and
- xi. Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity.

6. Intellectual Property Rights

- a. All intellectual property rights in Insightsfirst or in its design, text, graphics, the selection and arrangement of Insightsfirst and all software related thereto, or in the content or technology used in Insightsfirst including AI models, algorithms, and design vests in Evalueserve unless otherwise indicated.
- b. Evalueserve owns (or licenses from third parties) all intellectual property rights including, without limitation, patents, rights to inventions, innovations, inventions which are not capable of protection by patent or registration, registered design and topography rights, copyright and related rights, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, domain names, rights in get-up, rights protecting goodwill and reputation, the right to sue for passing off, rights in designs, database rights and rights under licenses and consents to such things, rights in the nature of unfair competition rights, rights to use, and protect the confidentiality of, confidential information; drawings and instructions, secret formulae and processes; know-how, including data specifications, and all rights or forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all copyright, trademarks and other intellectual property rights in each case whether registered or unregistered, which subsist or which may in the future subsist in Insightsfirst, the materials and the Services ("Evalueserve IP"). You shall not acquire any right in respect of the Evalueserve IP other than as expressly stated in these Terms of Use.
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- d. Evalueserve's trademarks, trade names, designs, logos and service marks displayed on Insightsfirst ("Marks") are the property of Evalueserve. You are not permitted to use the Marks without the prior written consent of Evalueserve. You shall not refer to or attribute any information to Evalueserve in any public medium or otherwise imply any endorsement by, or relationship with, Evalueserve.
- e. Except as expressly permitted in these Terms of Use or the Terms of License, You shall not copy, republish, publish, modify, post, display, translate, transmit, reproduce, distribute, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any content appearing on Insightsfirst without Evalueserve's prior written consent.
- f. **User-Generated Content**
Any content you submit to Insightsfirst, including but not limited to reviews, comments, and suggestions, must comply with applicable laws, and must not infringe upon the rights of third parties. You retain ownership of any intellectual property rights to the content, but by submitting content to Insightsfirst, you grant Evalueserve a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, distribute, and display such content in connection with Insightsfirst or related services.

7. Third Party Content

- a. Insightsfirst may provide links to third party websites over which Evalueserve has no control, and some of the content appearing on Insightsfirst, or made available to You in connection with the Services may be sourced from external sources ("Third Party Content"). The provision of Third-Party Content to You is for general informational purposes only and does not amount to an endorsement or recommendation of these sites by Evalueserve. Evalueserve does not exercise any control or supervision over Third Party Content. Evalueserve is not responsible for the content or accuracy of or for the opinions expressed in these third-party websites and these websites are not investigated, monitored or checked for accuracy or completeness by Evalueserve.

- b. Evalueserve accepts no liability in relation to those sites and should You choose to access or rely on Third Party Content You do so at Your own risk.
- c. You acknowledge that the Third-Party Content provided to You is obtained from sources in relation to which Evalueserve has no control. Evalueserve does not provide any warranties to You with respect to any the Third-Party content and, subject to section 9, Evalueserve shall not be liable for any loss suffered by You in connection with Your reliance on or use of such Third-Party Content.

8. Termination

- a. Evalueserve may, in its sole discretion and without prior notice, terminate Your access to Insightsfirst and block Your future access to Insightsfirst if:
 - i. Evalueserve determines that You are in breach of any of the terms set out in these Terms of Use, the Terms of License, Privacy Policy or in any Additional Terms (or have acted in a manner that shows that You do not intend to, or are unable to, comply with the same);
 - ii. If Evalueserve is unable to verify or authenticate any information You provide; or
 - iii. If Evalueserve determines that Your actions may cause legal liability for You, other users or Evalueserve; (hereinafter the "Breach").
- b. You acknowledge that on termination of Your Account for any reason Evalueserve may: (i) remove or limit Your access to the Services; and (ii) delete Your Account and Account Information, including Your personal information, log-in ID and password, and all related information, files and all materials associated with or inside Your Account (or any part thereof).
- c. Subject to section 9 below, Evalueserve shall not be liable to You or any third party for any termination of Your Account, Your access to Insightsfirst and Services, or the deletion of any of Your Account Information or any other data or information relating to Your Account including, without limitation, pursuant to section 8.b above.
- d. Notwithstanding the foregoing, these Terms of Use including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability will survive indefinitely unless and until Evalueserve chooses to terminate them either by giving You notice in writing, or by amending these Terms of Use in accordance with section 11 below.

9. Disclaimer of Warranties & Limitation of Liability

- a. NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS ANY LIABILITY FOR THE USERS AND EVALUESERVE THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.
- b. INSIGHTSFIRST, SERVICES, REPORTS AND OTHER MATERIALS ARE PROVIDED BY EVALUESERVE WITH REASONABLE SKILL AND CARE BUT ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AS TO NON-INFRINGEMENT, CORRESPONDENCE WITH DESCRIPTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- c. UNDER NO CIRCUMSTANCES SHALL EVALUESERVE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOUR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOUR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES.
- d. WITHOUT LIMITING THE GENERALITY OF SECTION 9.b. ABOVE, EVALUESERVE MAKES NO WARRANTY THAT (I) INSIGHTSFIRST, THE MATERIALS OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF INSIGHTSFIRST OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II)

THE QUALITY OF INSIGHTSFIRST OR SERVICES WILL MEET YOUR EXPECTATIONS; OR (III) THAT ANY OF THE MATERIALS AND SERVICES WILL BE DELIVERED WITHIN A PARTICULAR TIMESCALE. ANY DELIVERY DATES OR TIMES QUOTED ON INSIGHTSFIRST ARE ESTIMATES ONLY.

- e. SUBJECT TO SECTION 9.a. ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVALUESERVE SHALL NOT BE LIABLE FOR:
 - i. ANY LOSS THAT YOU MAY INCUR AS A CONSEQUENCE OF UNAUTHORIZED USE OF YOUR ACCOUNT OR ACCOUNT INFORMATION;
 - ii. ANY INTERRUPTION OR NON-AVAILABILITY OF INSIGHTSFIRST DURING PERIODIC MAINTENANCE OR FOR ANY OTHER REASON;
 - iii. ANY INACCURACY, ERROR, OMISSION, INTERRUPTION, TIMELINESS, COMPLETENESS, DELETION, DEFECT, FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, ALTERATION OF, OR ANY USE OF CONTENT HEREIN, REGARDLESS OF CAUSE, FOR ANY DAMAGES RESULTING THEREFROM; OR
 - iv. ANY LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE; BUSINESS INTERRUPTION; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING.
- f. SUBJECT TO SECTION 9.a. ABOVE, EVALUESERVE'S MAXIMUM AGGREGATE LIABILITY TO YOU, WHETHER UNDER THESE TERMS OF USE, YOUR USE OF INSIGHTSFIRST OR THE SERVICES, OR OTHERWISE HOWSOEVER ARISING, SHALL BE LIMITED TO THE PRICE PAID BY YOU TO EVALUESERVE IN CONNECTION WITH THE SERVICES IN THE SIX MONTH PERIOD PRIOR TO THE DATE ON WHICH THE ACT OR OMISSION GIVING RISE TO THE LIABILITY OCCURRED.

10. Indemnity

You agree to indemnify, defend (at the request of Evalueserve) and hold harmless Evalueserve, its investors, subsidiaries, affiliates, co-branders, contractors, employees, servants, contributors, third party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives, from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including attorney's fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Evalueserve that arise out of, result from, or may be payable by virtue of: (i) Your use of Insightsfirst or any part thereof; (ii) Any Breach (as defined above); (iii) The violation of these Terms of Use or Terms of License or the Privacy Policy; (iv) The infringement or misappropriation by You, or a third party using your computer, of any account or password to access and/or use Insightsfirst; or (v) The infringement by You of any intellectual property rights or any other rights of any third party.

11. Amendment of these Terms of Use

Evalueserve reserves the right at its absolute sole discretion, to change, modify, add to or delete provisions contained in these Terms of Use at any time by publishing any amended or updated version of the Terms of Use on Insightsfirst. It is Your responsibility to regularly review the Terms of Use for changes. You should regularly visit the webpage at <https://insights.evalueserve.com/app/login> to view the most current version of the Terms of Use. By continuing to use Insightsfirst you agree to these changes.

12. Privacy Policy

Your privacy is important to us. Please read our Privacy Policy at [InsightsFirst Privacy Policy](#) to see how we collect, use and protect Your personal information. You understand that through Your use of Insightsfirst you consent to the collection and use of Your information as set forth in the Privacy Policy.

13. General Provisions

a. Notices

All notices of Evalueserve will be served by email or by general notification on Insightsfirst. Any notice provided to Evalueserve pursuant to the Terms of Use should be sent to Evalueserve customer support, the contact details for which are available at SolutionSupport@evalueserve.com along with a copy to insightsfirst@evalueserve.com.

b. **Assignment**

You cannot assign or otherwise transfer any rights granted hereunder to any third party.

c. **Severability**

If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be void, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.

d. **Waiver**

Any amendment to or waiver of these Terms of Use by you must be in writing and signed by authorized representatives of Evalueserve. Any failure by Evalueserve to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Evalueserve of that provision or right, nor shall it prevent Evalueserve from subsequently enforcing or exercising that provision or right at any time in the future.

e. **Data Retention**

Evalueserve may retain your data as long as necessary to fulfill the purposes outlined in these Terms of Use or Your Terms of License, unless a longer retention period is required or as permitted by law or as necessary for legitimate business purposes, such as handling any disputes, maintaining records, or improving our services.

14. Availability of Service

- a. Evalueserve may at our sole discretion and at any time discontinue temporarily or permanently Insightsfirst or any part thereof with notice to You. Insightsfirst may be temporarily unavailable from time to time for maintenance or other reasons. Evalueserve accepts no responsibility for any error, omission, interruption, deletion, defect, delay in transmission, communication line failure, theft or destruction or unauthorized access to, or alteration of user communications.
- b. Where possible, Evalueserve will use reasonable efforts to give user's fair notice of technical difficulties or termination or suspension of access to Insightsfirst. However, You agree that we shall not be liable to You or any third party for any inability to access Insightsfirst, termination or suspension of access to Insightsfirst or modification of the service provided.

15. Governing Law

- a. These Terms of Use and all transactions entered into on or through Insightsfirst and the relationship between You and Evalueserve shall be governed in accordance with the laws of Land under which the contracting entity of Evalueserve as included in Terms of license is incorporated.
- b. You agree that all disputes arising under or in connection with or in relation hereto Insightsfirst, the Terms of Use or any transactions entered into on or through Insightsfirst or the relationship between You and Evalueserve shall be subject to the exclusive jurisdiction of the courts of such State under which the contracting entity of Evalueserve as included in Terms of license is incorporated.