

Terms of Use

Effective as of : 1 August 2013

Service

These Terms of Service (the “Terms”) govern your access to and use of www.zyfin.com/research and any other domains as may be operated by ZyFin (the “ZyFin Websites”), any other online application that links to these Terms, including without limitation social media sites such as Facebook, Twitter, LinkedIn, YouTube, Google+, Pinterest, Tumblr, Wordpress, and any other downloadable application distributed by ZyFin for use with any mobile or other communication device (collectively, the “Services”).

These Terms are a legal contract between you and ZyFin. Your use of Services indicates that you agree to follow and be bound by the Terms. Therefore, you should review the Terms carefully before using the Services. If you do not agree with the Terms, you should not visit the ZyFin Websites or use the Services. Please review these Terms carefully before using the Services. PLEASE NOTE THAT THE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THIS AFFECTS YOUR RIGHTS WITH RESPECT TO RESOLVING DISPUTES WITH THE CENTER. PLEASE READ THEM.

We reserve the right to change the Terms or modify any features of the Services at any time in our sole discretion without direct notice to you. You can access the current version of the Terms by clicking [here](#). Please re-visit this link from time to time to stay abreast of any changes that we may introduce to the Terms. Continuing to use the Services after changes are posted means that you accept the new Terms.

“ZyFin” is used throughout these Terms to refer to ZyFin, its officers, directors, employees, affiliates, group companies, subsidiaries, agents, representatives or subcontractors.

Your Privacy

Your use of the Services is governed by our [Privacy Policy](#). By using the Services, you indicate that you understand and consent to the collection, use, and disclosure of your information as described in our Privacy Policy.

Registration

You may be asked to register as an authorized user in order to access certain of the Services. By registering yourself as an authorized user with ZyFin, you certify that all the information provided by you, now or in the future, is accurate, current and complete as requested or directed on the Services and to promptly update this information to maintain its accuracy. ZyFin has the right to suspend or terminate any account or other registration and to refuse any and all current or future use of the Services if it suspects that such information is inaccurate or incomplete. You are responsible for maintaining the confidentiality of any password and username you are given or select in connection with the Services, and you are responsible for all activities that occur under your password or account. You agree to immediately notify ZyFin if you become aware of any unauthorized use of your password or username.

You may, either as part of or separately from the registration for the Services, register to receive periodic SMS alerts, phone calls, emails, snail mails, newsletters and all other modes and means of communication as we may introduce from time to time.

Authorized Use of the Services

When you access or use the Services, you are required to comply with all applicable laws and any other conditions or restrictions in any written or online notice from ZyFin (including the Terms). As a condition of your access to and use of the Services, you agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, or in any way that might damage the name or reputation of ZyFin.

The Services are offered for your personal and non-commercial use only, and ZyFin does not grant you any express or implied rights to access or use the Services or the materials contained therein for any other purpose.

You may retrieve or display the data, insights, financial information, tools and other contents on a computer or mobile device, print pages from our website and store such media in electronic form. Should you choose to download content from the Services, you must do so in accordance with the Terms. Such download is authorized to you by ZyFin ONLY for your own personal, noncommercial use in accordance with the Terms and does not transfer any other rights to you. All rights not expressly granted herein are reserved by ZyFin or the third party providers from whom ZyFin has obtained the information or materials.

Certain sections of or pages on this website may contain separate terms and conditions, which apply to your use of those sections or pages in addition to these Terms. We recommend that you read those additional terms and conditions carefully. By accessing such sections or pages, you agree to be bound by those additional terms and conditions. In the event of a conflict, those additional terms and conditions will govern your use of those specific sections or pages.

Intellectual Property

All Intellectual Property, as defined below, shall, as between you and ZyFin, at all times be and remain the sole and exclusive property of ZyFin. All present and future rights in and title to the Services (including the right to exploit the Services and any portions of the Services over any present or future technology) are reserved to ZyFin for its exclusive use. Except as specifically permitted herein, you shall not copy or make any use of the Services or Intellectual Property of ZyFin, or any portion thereof, or the names of any individual participant in, or contributor to, the Services, or any variations or derivatives thereof, for any purpose, without ZyFin's prior written approval. Without limiting the generality of the foregoing, the information, database, compilations, research and other materials that you access on the ZyFin website shall not be used to verify or correct data in any other compilation of data or index, or used to create any other data or index (custom or otherwise), without ZyFin's prior written approval.

The Services (including but not limited to text, text images, content, photographs, video, audio and graphics, user interface, screen shots, designs, computer code and goods, and the selection, coordination, and arrangement of such content, including code and content contained in downloadable applications) are protected under the copyrights laws of the U.S. and other countries. The Services are also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All copyrights in the Services are owned by ZyFin or its third-party licensors to the full extent permitted under the United States Copyright Act and all international copyright laws. Unless expressly permitted in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, license or in any way exploit any part of the Services, or otherwise use in whole or in part any information, software, or Intellectual Property contained in the products or services obtained from the Services or use such information, software, or Intellectual Property in a searchable, machine-readable database, except for the purposes expressly provided herein. Without limitation to the foregoing, you agree that you may not create software that is similar to software designed by ZyFin or its licensors for downloadable applications by unauthorized use of the source code or object code contained in such software, and you may not run a similar program to support other applications on your or any third party's mobile, cell phone, tablet or other communication device.

Intellectual Property shall mean any and all present and future data, information, techniques, methodologies and materials, and shall include all rights as applicable relating to any copyright (including rights in audiovisual works), trademarks (including logos, slogans, domain names, trade names and service marks), patents (including patent applications and disclosures), designs, know-how, inventions, proprietary computer programs and software, source code, object code, manufacturing process, and trade secret of ZyFin, and any other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to applications and registrations relating to the Services.

All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of ZyFin products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to ZyFin for its licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or

any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Services confers on you any license or right under any patent or trademark of ZyFin, its affiliates, or any third party.

To discuss whether you may obtain written permission to use any copyrighted work, any trade or service mark of ZyFin, or any other Intellectual Property in a manner not expressly authorized under the Terms, please contact us at

ZyFin Research Inc., 619 New York Avenue, Claymont, DE 19703.

Unauthorized Use of the Services

Except to the extent expressly set out in these terms, you are not allowed to:

- Create (whether for yourself or someone else) any financial product or service that competes with or seeks to match the performance of, or the capital or income value of the Services (including without limitation the ZyFin Consumer Outlook Index, Business Cycle Indicator, Business Sector Indicator, Broad Market Index, and any other products created and/or launched by ZyFin).
- Republish, redistribute or re-transmit any information, database, compilation, research or other content contained in the Services.
- Copy or store such contents other than for your own personal non-commercial use and as may occur incidentally in the normal course of use of your browser or mobile device.
- Assign or transfer, or attempt to do so, any of the rights granted to you under the Terms or any of the proprietary rights or Intellectual Property of ZyFin to any third party.
- Store such contents (including pages of our website) on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the ZyFin website.
- Remove or change any content contained in the Services or attempt to circumvent security or interfere with the proper working of the ZyFin domain or any servers on which it is hosted.
- Misuse passwords or misuse of other information or content contained in the Services.
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
- Damage, disable, overburden, or impair the ZyFin Websites or service or interfere with any other party's use and enjoyment of any ZyFin Websites or Services.
- Gain unauthorized access to any ZyFin Websites or Services, computer systems or networks connected to any ZyFin Websites or Services, through hacking, password mining or any other means.
- Create links to the ZyFin Websites or Services from any other website, without our prior written consent.
- Frame or replicate any page of ZyFin Websites or Services containing such content that is unlawful, threatening, abusive, libellous, pornographic, obscene, vulgar, indecent, offensive or which infringes the rights of ZyFin or of any third party, including any rights in Intellectual Property.
- Misuse, replicate or copy any source code or object code contained in the Services.
- Interfere with any other users' rights to privacy and publicity, including by harvesting or collecting information from or about users.
- Upload or otherwise transmit any communication, software, or materials that contain a virus or is otherwise harmful to ZyFin's or its users' computers or systems.
- Access the Services through any automated means, including "robots" and "spiders."
- Otherwise do anything that it is not expressly permitted by the Terms.

User Content

Under no circumstances will ZyFin be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that ZyFin does not have a duty to pre-screen content, but that ZyFin and its designees will have the right in their sole discretion to refuse or remove any content that is available via the Services. This includes the right to remove any content that violates these Terms or is deemed by ZyFin, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

With respect to the content or other materials you upload through the Services or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant ZyFin and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, creative derivative works from, and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services provided by you to ZyFin are non-confidential and ZyFin will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that ZyFin may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of ZyFin, its users and the public.

Copyright Complaints: If you believe that your content has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify ZyFin of your infringement claim in accordance with the procedure set forth below.

ZyFin will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to ZyFin's Copyright Agent at info@zyfin.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail at: ZyFin Research Inc., 619 New York Avenue, Claymont, DE 19703

To be effective, the notification must be in writing and contain the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the District of Delaware and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, ZyFin will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Third Party Content and Links to Third Party Websites

The Services may, from time to time, contain third-party owned content and advertisements ("Third-Party Content") and linked to other websites ("Linked Sites") which will allow you to leave the ZyFin Websites. We have included links to these sites to provide you with access to information and services that you may find useful or interesting. We have not reviewed or approved these sites and we are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. ZyFin does not endorse, sponsor, recommend, approve, investigate, verify, monitor or otherwise accept responsibility for any Third-Party Content or Linked Sites, and the content therein is not an offer or recommendation to buy or sell any investment product, security or instrument or a solicitation of an offer to buy or sell any investment product, security or instrument or to participate in any particular trading strategy. You acknowledge that Third-Party Content and Linked Sites are not under the control of ZyFin, and ZyFin is not responsible for the content or privacy practices of the Third- Party Content or Linked Sites. ZyFin does not make any warranty, express or implied, with respect to the use of the links provided on, or to, the Services.

You should also be aware that the terms and conditions of such websites including its privacy policy may be different from those applicable to your use of the Services.

Disclaimer of Warranties

Although the information provided to you on this web site is obtained or compiled from sources which we believe to be reliable, neither ZyFin, nor any of its subsidiaries, directors, officers, employees, or any third-party vendor guarantee you the accuracy, completeness, comprehensiveness, timeliness or availability, integrity, quality, fitness for purpose or originality of any content provided to you as part of the Services. You acknowledge that the information and materials on the ZyFin Websites may contain typographical errors or inaccuracies.

You acknowledge that:

1. The Services are provided for information purposes only and are not intended for trading purposes;
2. The provision of certain parts of the Services is subject to the terms and conditions of other agreements to which ZyFin is a party;
3. None of the information contained on this site constitutes a solicitation, offer, opinion, or recommendation by ZyFin to buy or sell any security, or to provide legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any security or investment;
4. The financial information, data, insights, tools, compilations and other content displayed on the ZyFin website and any other domains operated by ZyFin, is not intended to constitute or form the basis of any advice (professional or otherwise) or to be used in, or in relation to, any investment or other decision or transaction; and
5. The information provided on this site is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation.

As a result of high internet traffic, transmission problems, system capacity limitations, and other problems, you may, at times, experience difficulty accessing the Services or communicating with ZyFin through the internet or other electronic or wireless services. Any computer system or other electronic/mobile device used to access the Services can experience unanticipated outages or slowdowns, or have capacity limitations. ZyFin does not guarantee continuous, uninterrupted or secure access to the Services. ZyFin does not guarantee that any content included as part of the Services will be free from viruses that may have contaminating or destructive elements. It shall be your responsibility to implement appropriate IT security safeguards for your computer or mobile devices (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

THE SERVICES ARE PROVIDED "AS IS." ZYFIN MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THE SERVICES, LINKED SITES, OR OTHER CONTENT THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE ZYFIN WEBSITES. ZYFIN DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZYFIN DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICES, (D) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY ZYFIN, AND (E) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY ZYFIN OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

ZYFIN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, (A) THAT THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (B) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (C) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; OR (D) THAT THE CONTENT ON THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THIS SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND ZYFIN DISCLAIMS ALL RESPONSIBILITY FOR THESE CHANGES.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL ZYFIN, ITS SUPPLIERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, WHETHER OR NOT ZYFIN HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SERVICES OR ANY LINKED SITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, WHETHER OR NOT RESULTING FROM ANY FINANCIAL OR INVESTMENT DECISION MADE IN RELIANCE ON THE SERVICES. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO, ARISING FROM, OR IN ANY WAY CONNECTED WITH USE OF THE SERVICES, YOU RELEASE ZYFIN FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE.

YOU AGREE THAT YOU ARE ENTIRELY LIABLE FOR ACTIVITIES CONDUCTED BY YOU OR ANYONE ELSE IN CONNECTION WITH YOUR BROWSING OF THE ZYFIN WEBSITES AND USE OF THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH ANY OF THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

ZYFIN SHALL NOT BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING, DIRECTLY OR INDIRECTLY, FROM DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, TELEPHONE INTERCONNECT PROBLEMS, DEFECTS, WEATHER, STRIKES, WALKOUTS, FIRE, ACTS OF GOD, RIOTS, ARMED CONFLICTS, ACTS OF WAR, OR OTHER LIKE CAUSES. ZYFIN SHALL HAVE NO RESPONSIBILITY TO PROVIDE YOU ACCESS TO THE SERVICES WHILST SUCH UNFORESEEN DELAYS OR INTERRUPTIONS CONTINUE.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ZYFIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ZYFIN'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZYFIN DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONAL INFORMATION.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), CLAIMS, DAMAGES AND LIABILITIES RELATED TO OR ASSOCIATED WITH YOUR USE OF THE SERVICES AND ANY ALLEGED VIOLATION BY YOU OF THESE TERMS, INCLUDING, WITHOUT LIMITATION TO THE FOREGOING, ANY CLAIMS, DAMAGES AND LIABILITIES INCURRED BY OR ASSERTED AS A RESULT OF, OR RELATED TO (A) ANY THIRD PARTY CLAIMS AND ACTIONS RELATED TO YOUR RECEIPT AND USE OF THE INFORMATION, DATA AND CONTENT AVAILABLE ON THE ZYFIN WEBSITES, WHETHER AUTHORIZED OR UNAUTHORIZED, AND (B) ANY THIRD PARTY CLAIMS FOR DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS INCURRED BY YOU AS A RESULT OF ANY FINANCIAL OR INVESTMENT DECISION TAKEN ON THE BASIS OF STATEMENTS OF OPINION, FACTS, RECOMMENDATIONS, OR ADVICE THAT MAY BE DISPLAYED ON THE ZYFIN WEBSITES.

WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE OF ANY CLAIM FOR WHICH WE ARE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION. IN SUCH EVENT, YOU SHALL PROVIDE US WITH SUCH COOPERATION AS WE REASONABLY REQUEST.

Termination

ZyFin may terminate this agreement for any reason at any time. ZyFin reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Services, with or without prior notice. Otherwise applicable sections of the Terms shall survive termination.

No Waiver

The failure of ZyFin to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

Your Relationship with ZyFin

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ZyFin as a result of these Terms or your access to and use of the Services.

Disputes, Arbitration and Class Action Waiver

Any dispute arising out of or relating to the Services (“Dispute”) will be resolved according to the following procedures:

- **Notice of Dispute:** In the event of a Dispute, you or ZyFin must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution. You must send any Notice of Dispute by U.S. Mail to us at ZyFin Research Inc., 619 New York Avenue, Claymont, DE 19703. ZyFin will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and ZyFin will attempt to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or ZyFin may commence arbitration, as described in this section.
- **Binding Arbitration:** If you and ZyFin do not resolve any Dispute by informal negotiation or in small claims court, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator’s award.
- **Class Action Waiver:** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor ZyFin will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- **Arbitration Procedures:** Any arbitration will be conducted by JAMS, Inc., in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (“JAMS Rules”). You agree to commence arbitration only in your county of residence or in New York City. ZyFin agrees to commence arbitration only in your county of residence. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

- **Arbitration Fees:** For disputes involving \$75,000 or less, ZyFin will reimburse your filing fees and pay the JAMS and the arbitrators fees and expenses. For disputes involving more than \$75,000, the JAMS Rules will govern payment of all filing fees and expenses.
- **Claims or disputes must be filed within one year:** To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in small claims court, or in an arbitration proceeding. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn't filed within one year, it is permanently barred.
- **Severability:** If any provision of this section ("Disputes, Arbitration, and Class Waiver") is found to be illegal or unenforceable, that provision will be severed, with the remainder of section remaining in full force and effect.

Choice of Law and Forum

These Terms will be governed by the laws of New York State without regard to its conflict of law provisions. With respect to any Disputes not subject to the dispute resolution procedures set forth above, you and ZyFin agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York State.

Integration and Severability

Unless otherwise specified herein, the Terms constitute the entire agreement between you and ZyFin and govern your use of the Services. If any portion of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

Contact Us

Please submit any questions you have about these Terms or any problems concerning the Services.

- by email to info@zyfin.com
- by telephone on **+347.759.6241** (USA) or **011-91-22-3057-9100** (India) on Monday to Friday,
- or write to us at **ZyFin Research Inc., 619 New York Avenue, Claymont, DE 19703.**

We are a Delaware Corporation, having our registered office located at **ZyFin Research Inc., 619 New York Avenue, Claymont, DE 19703.**