



Diskover Data

DISCOVER DATA WEBSITE TERMS OF USE

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Welcome to diskoverdata.com, a website of Diskover Data, Inc. (“**Diskover**,” “**we**,” “**us**,” or “**our**”). This page explains the terms and conditions by which you may use our website (collectively the “**Site**”). By accessing or using the Site, you signify that you have read, understood, and agree to be bound by these Website Terms of Use (the “**Website Terms**”) and to the collection and use of your information as set forth in the Diskover Privacy Policy <https://diskoverdata.com/privacy/> whether or not you are a registered user of our Site. Diskover reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. These Website Terms applies to all visitors, users, and others who access and/or use the Site (“**Visitors**”).

For purposes of clarity, these Website Terms apply only to your use of the Site. If you are an end-user of our software and/or services, which allows our customers (“**Customers**”) to manage and curate their data (visit <https://diskoverdata.com/products/> for a full description), then, in addition to these Website Terms, you must read, understand, and agree to the applicable legal agreement governing your use of Diskover products and services, as follows:

Diskover offers different versions of its Diskover Data Curation Platform software products (“**Software**”). The “**Community**” version is offered as “open-source” pursuant to the Apache License, Version 2.0, found at the URL <https://www.apache.org/licenses/LICENSE-2.0>. The “**Essential**,” “**Professional**,” “**Enterprise**,” “**Life Science Edition**” or “**AJA Diskover Media Edition**” versions of the Software are offered pursuant to the Diskover End User License Agreement <https://diskoverdata.com/eula-subscriptions/> (“**EULA**”). For Diskover SaaS or service offerings (each, a “**Service**”), the applicable Diskover Terms of Service which shall govern your use of the Service. The Software and Services, collectively are referred to as the “**Product(s)**” in these Website Terms. These Website Terms do not alter in any way the terms or conditions of any other agreement you may have with Diskover for products, services or otherwise.

PLEASE READ THESE WEBSITE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. WE RESERVE THE RIGHT TO CHANGE OR MODIFY THESE WEBSITE TERMS AT ANY TIME AND IN OUR SOLE DISCRETION. IF WE MAKE CHANGES TO THESE WEBSITE TERMS, WE WILL PROVIDE NOTICE OF SUCH CHANGES BY POSTING THE REVISED WEBSITE TERMS TO THE SITE AND UPDATING THE “LAST UPDATED” DATE ABOVE AND/OR BY SENDING AN EMAIL NOTIFICATION OR POSTING ADDITIONAL NOTICE ON THE SITE. YOUR CONTINUED USE OF THE SITE FOLLOWING OUR NOTICE OF THE AMENDED WEBSITE TERMS WILL CONFIRM YOUR ACCEPTANCE OF THE AMENDED WEBSITE TERMS. IF YOU DO NOT AGREE TO THE AMENDED WEBSITE TERMS, YOU MAY NOT CONTINUE ACCESSING OR USING THE SITE.

1. Use of our Site

A. Eligibility

This is a contract between you and Diskover. You must read and agree to these Website Terms before using the Site. If you do not agree, you may not use the Site. You may use the Site only if you can form a binding contract with Diskover, and only in compliance with these Website Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Site by anyone under 13 is strictly prohibited and in violation of these Website Terms. The Site is not available to any Visitors previously removed from the Site by Diskover.



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B. Access to the Site

Subject to the terms and conditions of these Website Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Site for your personal, noncommercial use only and as permitted by the features of the Site. Diskover reserves all rights not expressly granted herein in the Site and the Diskover Content (as defined below). Diskover may terminate this license at any time for any reason or no reason.

C. Site Rules

Your use of the Site is subject to all applicable local, state, national and international laws and regulations, and you agree not to violate such laws and regulations. Any attempt by any person to deliberately damage the Site is a violation of criminal and civil laws. Diskover reserves the right to seek damages from any such person to the fullest extent permitted by law. In addition, you agree not to post or transmit through this Site any material or content that violates or infringes in any way the rights of others or solicits, encourages or promotes the use of illegal substances or activities, which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, bigoted or hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, gives rise to civil or criminal liability or otherwise violates any applicable law. You may not engage in any activity on this Site that restricts or inhibits any other user from using or enjoying the Site by "hacking", "cracking", "spoofing", or defacing any portions of this website.

You may not post or transmit through the Site, any website advertising or commercial solicitations; promotional materials relating to website or online services which are competitive with Diskover and/or the Site; software or other materials that contain viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components; political campaign materials; chain letters; mass mailings, spam mail, any robot, spider, site search/retrieval application; or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents. You may not harvest or collect information about Visitors without their express written consent.

We may, without prior notice, change the Site; stop providing the Site or features of the Site, to you or to Visitors generally; or create usage limits for the Site. We may permanently or temporarily terminate or suspend your access to the Site without notice and liability for any reason, including if in our sole determination you violate any provision of these Website Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Website Terms.

You are solely responsible for your interactions with other Visitors. We reserve the right, but have no obligation, to monitor disputes between you and other Visitors. Diskover shall have no liability for your interactions with other Visitors, or for any Visitor's action or inaction. Grant of Copyright License

Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

2. Feedback

Diskover may provide an area for you to contribute feedback for the Site or our Products. When you submit ideas, documents, suggestions and/or proposals ("**Feedback**") to the Site or otherwise to Diskover, you acknowledge and agree that:

- (a) Your Feedback does not contain any type of confidential or proprietary information;



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- (b) Diskover shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Feedback;
- (c) Diskover shall be entitled to make use of and/or disclose any such Feedback in any such manner as we may see fit;
- (d) The contributor's Feedback shall automatically become the sole property of Diskover; and
- (e) Diskover is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

3. Privacy and Security

We care about the privacy of our Visitors. You understand that by using the Site you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our <https://diskoverdata.com/privacy/>, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

Diskover uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You should always use caution before sharing your sensitive personal information online.

The Site is controlled, operated and administered by Diskover from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use Diskover's content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

4. Third-Party Links and Information

The Site may contain links to third-party materials that are not owned or controlled by Diskover. Diskover does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Site on or through any third-party website or service, you do so at your own risk, and you understand that these Website Terms and Diskover's Privacy Policy do not apply to your use of such sites. You expressly relieve Diskover from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions offered by any third-party, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third-parties. You agree that Diskover shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

5. Indemnity

You agree to defend, indemnify and hold harmless Diskover and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your violation of any term of these Website Terms; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that is submitted by you including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Site with your unique username, password or other appropriate security code.



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6. No Warranty

The Site is provided on an “AS IS” and “as available” basis. Use of the Site is at your own risk. To the maximum extent permitted by applicable law, the Site is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Diskover or through the Site will create any warranty not expressly stated herein. Without limiting the foregoing, Diskover, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Site will meet your requirements; that the Site will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Site is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Site is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Site.

Diskover does not warrant, endorse, guarantee, or assume responsibility for any product, service or site advertised or offered by a third party through the Site or any hyperlinked website or site, and Diskover will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. These Website Terms give you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers and exclusions under these Website Terms will not apply to the extent prohibited by applicable law.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, DISCOVER IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE SITE, EVEN IF DISCOVER HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO (a) THE USE OF OR THE INABILITY TO USE THE SITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR PRODUCTS PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS, OR (d) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE. NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, DISCOVER'S TOTAL AGGREGATE LIABILITY, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE, AND YOUR SOLE AND EXCLUSIVE REMEDY, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY DISCOVER IN AN AMOUNT NOT TO EXCEED TWO HUNDRED DOLLARS (US \$200.00). THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THESE WEBSITE TERMS BETWEEN DISCOVER AND YOU. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE. TO THE EXTENT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.



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8. Governing Law, Copyright Complaints

A. Governing Law.

It is at the mutual agreement of both you and Diskover with regard to these Website Terms that the relationship between the parties shall be governed by the laws of the state of California without regard to its conflict of law provisions; and that any and all claims, causes of action and/or disputes, arising out of or relating to these Website Terms, or the relationship between you and Diskover, shall be filed within the courts having jurisdiction within the County of Washoe, Nevada or the U.S. District Court located in said state. You and Diskover agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

B. Copyright Complaints.

If you believe that content belonging to you has been made available on the Site without your permission, please notify Diskover, 18124 Wedge Parkway, Suite 957, Reno, Nevada 89511, Attn: Copyright Agent, Phone: (800) 560-5853, Email: info@diskoverdata.com In accordance with the Digital Millennium Copyright Act, your written notification must include: (i) Your physical or electronic signature, or that of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on a single site are covered by a single notification, a representative list of such works at that site; (iii) Identification of the material that is claimed to be infringing or the subject of infringing activity and for which removal or disabled access is requested, together with information reasonably sufficient to permit Diskover to locate the material; (iv) Information reasonably sufficient to permit Diskover to contact you or the complaining party, such as an address, telephone number, and, if available, an email address, at which you or the complaining party may be contacted; (v) a statement that you or the complaining party has a good faith belief that use of the material in the manner described in the notification is not authorized by you or the copyright owner, its agent, or the law; and (vi) a statement that the information provided in the notification is accurate and, under penalty of perjury, that you or the complaining party is authorized to act as or on behalf of the owner of an exclusive right that is allegedly infringed.

9. General

A. Assignment. These Website Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Diskover without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. Notification Procedures. Diskover may provide notifications, whether such notifications are required by law or are for marketing or other business- related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Site, as determined by Diskover in our sole discretion. Diskover reserves the right to determine the form and means of providing notifications to our Visitors, provided that you may opt out of certain means of notification as described in these Website. Diskover is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

C. Entire Agreement/Severability. These Website Terms, together with any amendments and any additional agreements you may enter into with Diskover in connection with the Site, shall constitute the entire agreement between you and Diskover concerning the Site. If any provision of these Website Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Website Terms, which shall remain in full force and effect.



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D. No Waiver. No waiver of any term of these Website Terms shall be deemed a further or continuing waiver of such term or any other term, and Diskover's failure to assert any right or provision under these Website Terms shall not constitute a waiver of such right or provision.

E. California Residents. The provider of services is Diskover Data Inc., Phone: (800) 560-5853, Email: info@diskoverdata.com. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

END OF DISCOVER DATA WEBSITE TERMS OF USE