

SSON Analytics Website Terms of Use

These Terms of Use set out the terms and conditions on which we agree to make available, and you agree to access and use, the Website. Please read and review these Terms of Use carefully. By accessing and using the Website, you agree to comply with, and be legally bound by, these Terms of Use, and agree to the processing of your personal data in accordance with our [Privacy Policy](#). By accessing and using the Website, you agree that these Terms and our Privacy Policy are reasonable; if you do not agree with these Terms or our Privacy Policy, you should not use the Website.

DEFINITIONS

In these Terms of Use:

- a. "Dart," "SSON Analytics", "we," "our" and "us" mean and refer to The Dart Institute Pte Ltd, a private company limited by shares registered in Singapore. Our registered office is at 61 Robinson Road, #14-01 Robinson Centre, Singapore 068893.
- b. "User," "you" and "your" mean and refer to a user of the Website at www.sson-analytics.com and its subdomains, including but not limited to Visitors, Registered Users and Premium Subscribers.
- c. "Website" means the Website at www.sson-analytics.com and its subdomains, including (where appropriate in context) all content therein.
- d. "Materials" means the content available on the Website, including without limitation all white papers, analyses, data compilations and other written materials or compilations made available to Users (or some smaller subset of Users, such as Premium Subscribers), in accordance with these Terms of Use.
- e. "Online Services" means the services made available to Users of this Website (or some smaller subset of Users, such as Premium Subscribers), including without limitation interactive tools permitting a User to gather, compile, collate or otherwise sort data, or interact directly with the Website, us, or other Users.
- f. "Visitor" means any person or entity who accesses or uses the Website without registering or subscribing to the Website. Visitors have limited access to any Website content, but, by accessing the Website, agree that their use of the Website and its content shall be governed by these Terms of Use.
- g. "Basic User" means any person or entity who uses the Website and has registered as a User via our [registration page](#). Basic Users are granted limited access to certain areas of the Website not available to Visitors. Basic Users agree that their use of the Website and its content shall be governed by these Terms of Use.
- h. "Premium Subscriber" means any person or entity who has executed a [Premium Subscription Agreement](#) with us and uses the Website. Premium Subscribers are granted exclusive access to

certain areas of the Website not available to Visitors or Registered Users. Premium Subscribers agree that their use of the Website and its content shall be governed by the terms of the [Subscription Agreement](#), as well as by these Terms of Use.

i. “Corporate Subscriber” means any person or entity who has executed a [Corporate Subscription Agreement](#) with us and uses the Website. Corporate Subscribers are granted exclusive access to certain areas of the Website not available to Visitors or other Registered Users. Corporate Subscribers agree that their use of the Website and its content shall be governed by the terms of the [Subscription Agreement](#), as well as by these Terms of Use.

j. “Valid Email” means the email each User and/or Subscriber must provide as part of the registration process and/or in connection with a [Subscription Agreement](#). Please note that only corporate email addresses will be accepted as a Valid Email address. Emails from online service providers like Gmail, Yahoo, Hotmail and others, will be denied access. By entering an email address, User and/or Subscriber warrants that such email address is valid, and that it belongs to the User/Subscriber (or in the case of Corporate Subscriber, is associated with an employee or officer of such Corporate Subscriber). Users/Subscribers must promptly notify us of any changes to the Valid Email submitted.

k. “Subscription Term” means the 12 month subscription period for any Premium or Corporate subscription. The 12 month subscription term is applicable regardless of payment terms being monthly or yearly. The subscription terms are renewed on an annual basis.

1. RIGHTS OF USE/LIMITATIONS ON USE

1.1 Users are granted a nonexclusive, nontransferable, limited license to access the Online Services and Materials made available on the Website to the particular class of User. User is permitted to use the Online Services and Materials for its own internal research purposes only.

1.2 Users may copy portions of the Materials into User’s own internal analyses, presentations, documents or similar forms of work or research material if and only if such work or research material is solely for User’s internal use (e.g., a corporate User may use such materials in internal employee training sessions), and not for any external audience or purpose.

1.3 Under no circumstances may a User publish or distribute any Materials, or otherwise use any Website content, to or for the benefit of any third parties, except as specifically set forth in Paragraph 1.4.

1.4 Subject to any contrary direction by SSON Analytics, Users may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes, including the display of materials on blogs, social media platforms, and other strictly non-commercial websites, but only provide that (a) such published Materials are linked directly our Website using the provided HTML code in an unaltered, unmodified, and functional state, and (b) you will immediately comply with any request by us to remove any display of such materials (such request may be made by us at any time for any reason, in our full discretion) and (c) you credit Dart as the source of the materials. Without limiting the foregoing, User agrees not to use such

Materials, or any link to the Website, on any website which contains any content which is illegal, infringes any rights (such as intellectual property rights) of any third party, or contains any pornographic or adult content.

1.5 You may not use the Website or its Materials or Online Services for any illegal purpose or in any manner inconsistent with the General Terms and Conditions or any applicable laws. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations, and you may not use the information included in the Online Services or Materials for any purpose prohibited by applicable law, including but not limited to the U.S. Fair Credit Reporting Act, applicable data privacy laws, or any other law, statute or regulation.

1.6 You may not use the Website or its Materials or Online Services for any inappropriate, defamatory, infringing, obscene, or unlawful purpose, nor in any way that violates any applicable intellectual property, proprietary, privacy, or publicity rights. You may not use the Website or its Materials or Online Services in any way that causes, or may cause, damage to the Website or impairment of the availability of the Website or its Materials or Online Services.

1.7 You may not use the Website or its Materials or Online Services in any fashion that infringes our goodwill, our intellectual property rights, and/or our proprietary interests, nor those of any third party.

1.8 Users who do not have a premium subscription are prohibited from accessing or using those Materials or portions of the Website available only to Premium Subscribers. You acknowledge and agree that if you access or use such Materials or portions in violation of this provision, you shall be obligated to pay us the full subscription amount then in effect for a Premium Subscriber for the period of unauthorized access or use. This provision is in addition to all and remedies available to use at law.

1.9 If we provide you with a user ID and password to enable you to access restricted areas of the Website or certain areas of its Materials or Online Services, you must ensure that such user ID and password are kept confidential. User ID's are not be shared with any third party. You understand and agree that you will be held responsible for any access or use of the Website, its Materials and its Online Services using such ID and password. We reserve the right to disable your ID and password at any time, in our sole discretion, without notice or explanation. (User acknowledges and agrees that it shall not have any claim against us in such case, except for those Users who are Premium Subscribers; in the case of a paid Premium Subscriber, the remedy for such disabled access is limited to those remedies set forth in your [Subscription Agreement](#).) This suspension is in addition to all other remedies available to us at law.

1.10 Users may access, search and otherwise use the Online Services only via manually conducted, discrete, individual search and retrieval activities. Use of the Online Services via mechanical, robotic, scripted or any other automated means is strictly prohibited.

1.11 Users can not remove data from the data products and insert that information into any other models or data products, privately or publicly.

1.12 SSON Analytics reserves the right to suspend, block or limit access to the Website, Materials or Online Services by any User, on a temporary or permanent basis, at any time in our

sole discretion, without notice or explanation, including but not limited to in the case of any suspected violation of any of these Terms of Use. (User acknowledges and agrees that it shall not have any claim against us in such case, except for those Users who are Premium Subscribers; in the case of a paid Premium Subscriber, the remedy for such suspension is limited to those remedies set forth in your [Subscription Agreement](#).) This suspension is in addition to all other remedies available to us at law.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in all or any portion of the Website, the Online Services, and/or the Materials (including without limitation any logos, trademarks or other stylistic materials) in any medium belongs to us or (where applicable) any of our third party suppliers of Materials. All such rights are reserved.

2.2 No User shall acquire any title or proprietary interest in the Online Services, Materials, or any copies thereof, nor shall any User acquire any rights in such Services or Materials beyond those limited rights granted by these Terms of Use or expressly granted in the terms of any [Subscription Agreement](#) between us and a Premium Subscriber.

2.3 You are prohibited from removing, altering, editing or obscuring the copyright notice or other notices contained on the Website or Materials, including in connection with any authorized use of such Materials for any internal User purposes.

2.4 If you post or submit any content to this Website, by doing so, you understand and agree that you grant to us a worldwide, irrevocable, royalty-free license to use, adapt, publish and distribute such user content in any existing or future media. You further warrant and represent that neither your user content, nor the license granted to us, will infringe any third party's legal rights, nor give rise to any legal action by you or any third party against us or the Website.

3. LIMITATION OF LIABILITY/NO WARRANTY/INDEMNITY BY USER

3.1 Neither SSON Analytics (including but not limited to any parent, subsidiary, affiliate, officer, director, employee, subcontractor, agent, successor, or assign of SSON Analytics), nor any third party supplier of Materials (including but not limited to any parent, subsidiary, affiliate, officer, director, employee, subcontractor, agent, successor, or assign of such party) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Website, Online Services or any Materials, (b) the unavailability or interruption of the Website, Online Services or any features thereof or any Materials, (c) any damage or loss incurred in connection with the use of the Online Services or Materials by any User, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of any Materials or other Website content, or (f) any content retrieved from the Internet even if retrieved or linked to from within the Website or Online Services.

3.2 YOU AGREE THAT YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK AND YOU ACKNOWLEDGE THAT THE ONLINE SERVICES AND MATERIALS ARE PROVIDED "AS IS", AND "AS AVAILABLE." YOU FURTHER ACKNOWLEDGE THAT DART INSTITUTE AND EACH THIRD PARTY SUPPLIER OF MATERIALS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ONLINE SERVICES AND MATERIALS, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

3.3 SSON Analytics gives no warranty as to the accuracy, timeliness, completeness, reliability, quality or suitability of any Materials, or other content contained in or delivered via the Website or otherwise made available in connection with the Website or your use thereof.

3.4 Without prejudice to the generality of the foregoing, we do not warrant that access to the Website will be constantly available, uninterrupted or error-free, or that the Website and/or the server from which the Website is made available are free of viruses or other harmful components, and you acknowledge and agree that the operation of the Website is dependent upon the proper and effective functioning of internet access and other third party equipment, for which we will not be liable in any way.

3.5 Under no circumstances, including but not limited to negligence, shall SSON Analytics be held liable to any User for any special, direct, indirect, incidental, exemplary; punitive, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees) in any way due to, resulting from, or arising in connection with the Website, Materials and/or Online Services, or any User's access, attempted access, or use thereof.

3.6 Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation by us, or for any other liability which cannot be excluded or limited by law.

3.7 User agrees, at its own expense, to indemnify, defend and hold harmless SSON Analytics, its suppliers, agents, directors, officers, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with your use of the Website, the Online Services, or the Materials, or any links on the Online Services, including, but not limited to: (i) third-party claims arising out of or related to use of the Online Services or Materials by you or someone using your computer or user log-in credentials; (ii) any violation of these General Terms and Conditions by you or anyone using your computer or user log-in credentials; (iii) a claim that any use of the Website, Online Services or Materials by you or someone using your computer or log-in credentials infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Website, Online Services or Materials by you or someone using your computer or log-in credentials; (v) any misrepresentation or breach of representation or warranty made by you in connection with your registration, access and/or use of the Website, Services or Materials; or (vi) any breach by you of any covenant or agreement with SSON Analytics. You agree to pay any and all costs, damages, and expenses, including but not limited to, attorneys' fees and costs awarded against or otherwise incurred by SSON Analytics or in

connection with or arising from SSON Analytics's defense or settlement of any such claim, suit, action, or proceeding attributable to any such claim.

4. MISCELLANEOUS

4.1 We reserve the right to amend these Terms of Use from time to time. If we do, the amendments will be published on the Website. It is your responsibility to check the Website periodically for changes to these Terms of use. Your continued use of the Website, Online Services or Materials constitutes consent to any amendments to the Terms of Use.

4.2 These Terms of Use and any access or use of the Website, Materials and/or Online Services by any User shall be governed by New York law, and subject to the jurisdiction of the state and federal courts of New York, New York. You agree to submit to the exclusive jurisdiction and venue of the state and federal courts of New York, New York with respect to any dispute arising out of or relating to such matters

4.3 Any notice to be provided hereunder shall be made in writing and provided to SSON Analytics at the following address: SSON Analytics Managing Director; c/o IQPC Worldwide Pte Ltd; 61 Robinson Road, #14-01 Robinson Centre; Singapore 068893. Any notice to be provided to any User hereunder shall be provided in writing to the address provided by the User at registration. The User must provide accurate information at registration and is responsible for keeping it updated. If no address has been provided, notice shall be deemed sufficient when sent to you at that email or IP address from which you accessed or used the Website.

4.4 If any provision of these Terms of Use is held to be invalid or unenforceable to any extent, such invalidity or unenforceability will not affect any other provision of these Terms, which shall continue in full force and effect. If any invalid or unenforceable provision would be valid or enforceable if part of it were deleted, that part will be deemed to be deleted and the rest of the provision will continue in effect.

4.5 Any failure or delay by us in exercising any right or remedy afforded by these Terms of Use, or by any other agreement between us and a User, shall not constitute or be construed as a waiver of any such right or remedy, or of our right to enforce it at a later time.

4.6 These Terms of Use (together with any [Subscription Agreement](#) executed between us and a Premium Subscriber, or other documents executed between us and you) constitute the entire agreement between you and SSON Analytics in relation to your access to and use of the Website, Online Services and Materials.