



## Legal Center - Privacy, Security, & Terms of Use for Enterprise Insights Websites

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### Terms of Use for Enterprise Insights Websites

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These Terms and Conditions of Use (the "Terms and Conditions") apply to all Enterprise Insights, LLC and its subsidiaries' and affiliates' ("Enterprise Insights") websites and digital products (each, a "Website") and are between the user of the Website ("User") and Enterprise Insights.

### General Rules

Access to our Websites or use of our Website's content constitutes User's agreement with these terms and Conditions. User acknowledges that User has read these Terms and Conditions and that User accepts the terms thereof.

#### **USER AGREES TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE WEBSITE.**

Enterprise Insights reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time. Notification of changes in these Terms and Conditions will be posted on the Website, and User's continued use of the Website affirmatively indicates User's acknowledgment of such changes and User's agreement to be bound by the Terms and Conditions as modified. Unless otherwise agreed in writing, User's right to use the Website is not transferable and is subject to any restrictions established by Enterprise Insights. Enterprise Insights may change, suspend, or discontinue any aspect of the Website at any time, at its sole discretion, without prior notice and without liability to User or any third party for such change, suspension, or discontinuance. Enterprise Insights may also impose limits on certain features and services or restrict User's access to parts or all of the Website without notice or liability.

**SHOULD USER OBJECT TO ANY OF THESE TERMS AND CONDITIONS OR ANY SUBSEQUENT CHANGE OR MODIFICATION TO THESE TERMS AND CONDITIONS, OR SHOULD USER BECOME DISSATISFIED WITH THE WEBSITE IN ANY WAY, USER'S ONLY RECOURSE IS TO IMMEDIATELY DISCONTINUE USE OF THE WEBSITE. SO LONG AS USER CONTINUES TO USE THE WEBSITE, Enterprise Insights WILL CONTINUE TO RELY ON**

## **USER'S FULL AND UNQUALIFIED ACCEPTANCE AND COMPLIANCE WITH THESE TERMS AND CONDITIONS.**

### **Access to the Website**

User shall not have the right to sell, license, market, or lease the Website content to any party whatsoever without the prior written consent of Enterprise Insights. User shall not have the right to distribute the Website content in any manner to any third party or unauthorized user.

User hereby acknowledges that, as between Enterprise Insights and User or any party acting through User, all title to and ownership of the Website and its content remains vested in Enterprise Insights and nothing in these Terms and Conditions serves to transfer such ownership or title to User or any party acting through User. All copies and representations of content from the Website, including merged or modified portions, shall as between User and Enterprise Insights remain Enterprise Insights's exclusive property, shall continue to be subject to these Terms and Conditions, and shall contain all Enterprise Insights copyright and other proprietary notices.

User agrees to use the Website only non-commercially, and only for User's bona fide development or legitimate business purposes in accordance with these Terms and Conditions. User shall use all reasonable Enterprise Insights not to permit or allow the Website to be used by any party whatsoever for purposes not connected with User's non-commercial, legitimate business purposes. User agrees to report promptly to Enterprise Insights any observed violation of the above. User agrees that the Website shall not be used in any manner or for any purpose other than the permitted purposes as expressly described in these Terms and Conditions.

User shall notify the Website's Webmaster of any known or suspected unauthorized use(s) of the Website through User's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of User's means of access.

User may not share User's means of access with others. User acknowledges that User is responsible for all usage or activity on User's Website account, including such use of the account by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of User's account, at Enterprise Insights's sole discretion, and User may be referred to appropriate law enforcement agencies. User agrees to indemnify, defend, and hold Enterprise Insights harmless against liability for any and all use of User's account.

### **Authorized Usage of Website Content**

The contents of the Website are intended for the benefit of User's legitimate non-commercial business. Non-commercial use does not include the use of Content without prior written consent from Enterprise Insights in connection with: (1) the development of any software

program, including, but not limited to, training a machine learning or artificial intelligence (AI) system; or (2) providing archived or cached data sets containing Content to another person or entity. All materials displayed on the Website (including, but not limited to articles, reports, photographs, images, illustrations, audio clips and video clips, and including caption information, keywords, or other metadata) (each and collectively, the "Content") are protected by copyright, and owned or controlled by Enterprise Insights or the party credited as the provider of the Content, software, or other materials. Users shall abide by all copyright notices, information, or restrictions contained in any of the foregoing Content accessed through the Website. User acknowledges that he/she has no claim of ownership or other right to any Content by reason of its access, use, or otherwise.

The Website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. Copying or storing of any Content for other than User's legitimate non-commercial business end-use is expressly prohibited without the prior written permission of Enterprise Insights or the copyright holder identified in the individual Content's copyright notice. **IN NO EVENT SHALL USER ALTER OR DELETE ANY AUTHOR ATTRIBUTION OR COPYRIGHT NOTICE.**

Except as specifically provided in these Terms and Conditions, User may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, display, or in any way exploit, any of the the forgoing Content, software, materials, or the Website in whole or in part.

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or a third party. You may not use the Services in violation of applicable laws, including export controls and sanctions, or in violation of our or any third party's intellectual property or other proprietary or legal rights. You further agree that you will not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Services, or any content of the Services, or make any unauthorized use of the Services. Without Enterprise Insights's prior written consent, you shall not:

- (1) access any part of the Services, Content, data or information you do not have permission or authorization to access or for which Enterprise Insights has revoked your access;
- (2) use robots, spiders, scripts, service, software or any manual or automatic device, tool, or process designed to data mine or scrape the Content, data or information from the Services, or otherwise use, access, or collect the Content, data or information from the Services using automated means;
- (3) use the Content for the development of any software program, including, but not limited to, training a machine learning or artificial intelligence (AI) system, or for any technologies designed for or intended for the identification of natural persons;

(4) use services, software or any manual or automatic device, tool, or process designed to circumvent any restriction, condition, or technological measure that controls access to the Services in any way, including overriding any security feature or bypassing or circumventing any access controls or use limits of the Services;

(5) cache or archive the Content (except for a public search engine's use of spiders for creating search indices);

(6) take action that imposes an unreasonable or disproportionately large load on our network or infrastructure; and

(7) do anything that could disable, damage or change the functioning or appearance of the Services, including the presentation of advertising.

Engaging in a prohibited use of the Services may result in civil, criminal, and/or administrative penalties, fines, or sanctions against the user and those assisting the user.

No use is permitted which benefits any party other than Enterprise Insights or User.

Enterprise Insights products referenced in a Enterprise Insights digital product or website are either trademarks or registered trademarks of Enterprise Insights. Other featured logos, product and company names are or may be service/trademarks of their respective owners.

## User-Generated Content

You still own the content that you provide to Enterprise Insights under this agreement, but you the User grant Enterprise Insights an irrevocable and perpetual license to use any User-generated content posted on the Website by User, including the right to sub-license such User-generated content.

User represents and warrants that all content submitted to Enterprise Insights by User is owned by User or that they have the rights to submit to Enterprise Insights and that this submission is not in violation of any law, contractual restrictions, or other third party rights and is not obscene, threatening, harassing, defamatory, libelous, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable.

## Warranty and Availability of Service and Links

Neither Enterprise Insights nor any of the Websites represents or endorses the accuracy or reliability of any advice, opinion, statement, or other information displayed, downloaded, uploaded, or distributed through the Website by any user, information provider, or any other person or entity. User acknowledges that any reliance upon any such opinion, advice, statement, or information shall be at User's sole risk. Enterprise Insights reserves the right but not the obligation, in its sole discretion, to correct any errors or omissions in any portion of the

Website.

**THE WEBSITE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE WEBSITE OR ANY MATERIALS OBTAINED THROUGH THE WEBSITE ARE VIRUS-FREE OR ERROR-FREE. NEITHER Enterprise Insights NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE CONTENT SHALL BE LIABLE UNDER ANY THEORY OF LAW (INCLUDING NEGLIGENCE) FOR ANY LOSS OR DAMAGE THAT MAY ARISE IN CONNECTION WITH THE FURNISHING, PERFORMANCE, USER'S INABILITY TO USE, OR USER'S USE OF THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC, LOST PROFIT, OR CONSEQUENTIAL DAMAGES, OR OTHER KIND OF LOSS OR DAMAGE WHATSOEVER, EVEN IF Enterprise Insights HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL USER BE ENTITLED UNDER ANY THEORY OF LAW (INCLUDING NEGLIGENCE) TO ANY MONETARY DAMAGES IN EXCESS OF ANY FEE PAID BY USER FOR USE OF THE WEBSITE DURING THE 3-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. USER'S RIGHT TO MONETARY DAMAGES IN SUCH AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT USER MAY HAVE OTHERWISE HAD AGAINST Enterprise Insights. USER EXPRESSLY ACKNOWLEDGES THAT USE OF THE WEBSITE IS AT USER'S SOLE RISK.**

#### **EXTERNAL LINKS DISCLAIMER**

Our Sites may contain (or you may be sent through the Sites) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITES LINKED THROUGH OUR SITES OR ANY WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### **PROFESSIONAL DISCLAIMER**

Our Sites do not contain professional advice of a technical nature. Any technical information contained on our Sites are provided for general informational and educational purposes only and is not a substitute for professional advice. Accordingly, before taking any actions based upon any such information, we encourage you to consult with the appropriate professionals. We do not provide any kind of technical advice. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON OUR SITES IS SOLELY AT YOUR OWN RISK.

## **AFFILIATES DISCLAIMER**

Our Sites may contain links to affiliate websites, and we receive an affiliate commission for any purchases made by you on the affiliate website using such links.

We are a participant in the Amazon Services LLC Associates Program, an affiliate advertising program designed to provide a means for us to earn advertising fees by linking to Amazon.com and affiliated websites.

## **TESTIMONIALS DISCLAIMER**

Our Sites may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR INDIVIDUAL RESULTS MAY VARY.

The testimonials on our Sites are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

## **Provisions**

These Terms and Conditions shall be construed and enforced in accordance with Tennessee law. Any action to enforce these Terms and Conditions shall be brought in the federal or state courts located in Nashville, Davidson County, Tennessee.

Any rights not expressly granted to User in these Terms and Conditions are reserved to Enterprise Insights.

Any failure by Enterprise Insights to enforce any provision of these Terms and Conditions shall not be construed as a continuing waiver of any rights under such provision.

These Terms and Conditions represent the entire agreement between Enterprise Insights and User concerning User's use of the Website and supersede any prior understanding or agreement whether oral or written.

## **Subscriptions**

By submitting your email address and other subscription details, you are making an offer to us to enter into a contract. By entering into a subscription, registering for an account, signing up for our webcasts, white papers or any other content, you will be contracting with Enterprise Insights, LLC or one of its subsidiaries or affiliates. A contract is formed when we have accepted your offer, at which point we will provide the product or services that you have requested. Enterprise Insights reserves the right to reject any offer at its sole discretion, for any or no reason, and if there was payment, we will refund you the subscription fees paid.

## Comment Policy

The “Comments” sections found on many Enterprise Insights websites are intended to be a forum for productive, thoughtful, and considerate discussion about topics covered on our sites (“Interactive Services”). We encourage our commenters to start a dialogue. Being part of a community means expressing differing views with others. But please do so respectfully.

When commenting rules are broken, our site moderators have discretion to suspend or ban any user without notice, depending on the severity of the infraction. The content of comments falls under the discretion of the moderators whether or not it is explicitly outlined under the guidelines.

### Commenting Rules

- Stay on topic. Discuss the facts, issues and opinions at hand.
- Be civil. Threats, hate speech, offensive language and defamatory comments are not tolerated. Personal attacks on staff members, other commenters or the interview subjects are not permitted.
- Do not post personal information about yourself or others.
- Don’t troll. Users who post disruptive or repetitive statements that hijack or derail the conversation may see their comments removed and, if applicable, their posting privileges revoked.
- Discussions focused upon someone’s sexuality or physical impairments are prohibited.
- Inappropriate religious and political threads may be removed.
- No advertising or spam content. Comments that include code or hyperlinks may not be posted.
- We reserve the right to remove any information or material that is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable.



*We reserve the right to permanently ban any user who violates these terms and conditions.*

Comments are evaluated by our moderators, as well as algorithms programmed to look for offensive language and phrases. Comments are not enabled on all website pages based on our internal guidelines.

Please refer to these community guidelines if you have any questions.

## **Using the System**

To post a comment, you must be logged in to the site.

Upon registering, you must provide your first and last name, which will appear publicly on your submissions to our site. We reserve the right to unpublish any comment if there is any uncertainty about the author's identity. Stealing another person's identity is a serious offence.

If you see an objectionable post, please flag the comment to alert the site moderators. Flagged comments are reviewed by moderators and removed if the comments are contrary to our guidelines.

You may mute another commenter using our commenting system, which renders the commenter's posts invisible in your feed and under any articles the commenter has engaged in. To mute a commenter, click on their profile avatar and find the mute option. You can manage muted commenters under the "Community" tab in your profile.

We reserve the right to edit your comments for clarity and/or to republish them elsewhere on or in our properties.

By commenting you agree to adhere to our Community Content Standards.

## **Handling Rules Violations**

Your comment may be removed from the website. Deletion comes without notice.

Repeat offenders and fake profiles may be banned without notice. We reserve the right to ban offenders based on our own judgment. Our decisions are final.

## **Reliance**

The information presented on or through any Enterprise Insights website, including the availability of user comments, is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to Enterprise Insights websites, or by anyone who may be informed of any of its contents.



## Community Content Standards

These content standards apply to any and all User Contributions of the Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, or violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with our [Terms of Use](#) and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement in accordance with the below instructions to [legal@enterpriseinsights.co](mailto:legal@enterpriseinsights.co). It is the policy of the Company to terminate the user accounts of repeat infringers.

## Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible

on or from this site (the "Website") infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- Our designated copyright agent to receive DMCA Notices is: Chief Administrative and Legal Officer Enterprise Insights 2740 SOUTH RD, POUGHKEEPSIE, NY 12601 - Phone +1 601-879-4436 - email [legal@enterpriseinsights.co](mailto:legal@enterpriseinsights.co)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.