

TERMS OF SERVICE

Updated: January 22, 2024

This Terms of Service Agreement (these “Terms”) governs your use of the head-post.com website, any other website with links to these Terms, and all mobile websites and applications associated therewith (collectively, the "Site"). The Site is provided to you by HEAD-POST, ("we" or "us"), a publication of HEAD-POST LLC. Unless explicitly stated otherwise, any new platforms, features or functionality made available to the public by HEAD-POST LLC shall be subject to these Terms which constitutes a binding legal contract between you and us. By using the Site, you accept its terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY HEAD-POST LLC PRODUCTS OR SERVICES, AS THESE TERMS AFFECT YOUR LEGAL RIGHTS.

The Internet is an evolving medium. If we need to change these Terms at some point in the future, we'll post the modified Terms of Service Agreement on this Site and update the Effective Date of the policy to reflect the date of the changes. Except as explicitly provided otherwise herein, by continuing to use the Site after we post any such changes, you accept the Terms of Service Agreement as modified.

We reserve the right to deny access to this Site, or any service provided via this Site, to anyone who violates these Terms or who, in our sole judgment, interferes with the ability of others to enjoy this Site, or infringes the rights of us or others.

All references to “you” or “your,” as applicable, mean the person who accesses, uses, and/or participates in the Site in any manner, and each of your heirs, assigns, and successors.

PRIVACY

We respect the privacy of the users of our Site. Please take a moment to review our Privacy Policy, which is incorporated to these Terms by reference.

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Prohibition on Scraping. You are prohibited from "scraping," copying, republishing, licensing, or selling the data or information on the Site for any commercial purpose. "Commercial purpose" includes but is not limited to training or supplying such data or information to any artificial intelligence (including large language models and generative AI) and/or machine learning program.

Prohibition on Scripts, Bots, Third Parties, etc. You shall not access or use the Site by means of any automated program, expert system, electronic agent or "bot," and shall not give any person or entity access to the Site.

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REGISTRATION

To access certain features of our Site, you may be asked to register with us on the form provided and such registration may require you to provide personally identifying information such as your name, address and email address, and also may ask you to provide certain demographic information such as your gender and date of birth. You agree that you will register only if you are 13 years or older (or 16 years or older if you are in the European Economic Area). You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration form, and you will update your information to keep it true, accurate, current and complete. Your account is nontransferable except with HEAD-POST LLC's written permission and consistent with HEAD-POST LLC's policies and procedures. If we have reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

MODIFICATIONS TO THE SITE

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

TERMINATION

You agree that, in our sole discretion, we may terminate your password, account (or any part thereof), membership on our survey panel, or use of the Site (in whole or in part), and remove and discard any User Content for any reason, including, without limitation, due to discontinuance of a service or for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. You agree that we shall not be liable to you or any third-party for any termination of your password, account (or any part thereof) or use of the Site, or any removal of any User Content.

THIRD-PARTY SITES

The Site may provide, or third parties may provide, links to other websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, including, without limitation, advertising, products, or other materials, on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products, materials, goods or services available on or through any such site or resource.

INTERACTIVE FEATURES

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features, such as personalized home pages and email services, which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information, files, or other User Content that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Service.

- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use any automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

You understand that we have no obligation to monitor any bulletin boards, chat rooms, web logs, or other areas of the Site through which users can supply information or material. However, we reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or

governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms. We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others. You further agree that you will not collect personal data about, or the email addresses of, other Site users for commercial or unlawful purposes or for purposes of sending unsolicited commercial email, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, or take or cause to be taken any action that disrupts the normal flow of postings and dialogue on the Site (such as submitting an excessive number of postings), or that otherwise negatively affects other users' ability to use the Site. You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any content or materials submitted by you violates the rights of third parties; or (d) protect the rights, property, or personal safety of Site users and/or the public. You understand that the technical processing and transmission of the Site, including content submitted by you, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree to indemnify and hold HEAD-POST LLC, its subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any liability of any nature arising out of or related to any content or materials submitted to or displayed on the Site by you or by others using your user account.

SURVEYS

From time to time, we invite users to participate in our surveys or join our survey panel and we may also operate specialized sites to collect survey data ("Survey Sites"). We rely on accurate data to serve our clients that reflect the true opinions of our users. When answering any surveys, you agree to provide true and accurate information, including without limitation, personal data and demographic profile information.

You agree that submission of any survey responses, remarks, suggestions, ideas, graphics, or other information or content you provide to us in connection with a survey ("Survey Responses") is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Survey Responses. You represent and warrant that you have all rights necessary to submit the Survey Responses and to grant us the following license. You hereby grant to HEAD-POST LLC and our affiliates a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully

sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Survey Responses without compensation to you or any other person or entity.

By responding to a survey or becoming a member of our survey panel or Survey Sites, you agree that you will hold in strict confidence and not disclose to any other parties information learned in connection with any surveys. You agree you will use the information contained in any surveys solely for the purpose of discussing and providing market research related data to us, our clients or our agents. You shall notify us by contacting office@head-post.com should you discover any loss or unauthorized disclosure of the information. The kind of information you may learn in connection with a survey may include, without limitation, trade secrets, proprietary information, media content, unique techniques, sketches, drawings, works of authorship, models, inventions, know-how, research, experimental work, development, design details and specifications, sales and merchandising plans and other confidential information.

GENERAL PRACTICES REGARDING USE AND STORAGE OF CONTENT

You acknowledge that we may establish general practices, limits and restrictions concerning use of the Site, and the posting of User Content. These restrictions may include a limit on the number of days that message board postings or other submitted content will be displayed on the Site and/or retained by us, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. We assume no responsibility or liability for the deletion, corruption or loss of any User Content, or for our failure to receive or store submitted content for any reason, including without limitation malfunctioning of any network, hardware or software. We reserve the right to change these general practices, limits and restrictions at any time, in our sole discretion, with or without notice.

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If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by email to office@head-post.com. Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your

address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms or on the Site.

FEEDBACK

By sending us any feedback, comments, questions, or suggestions concerning HEAD-POST LLC or our services, including the Site (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against HEAD-POST LLC and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your account or the Site.

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You agree to release, defend, indemnify and hold us, HEAD-POST LLC, and our subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your misuse of the Site, your User Content, your violation of these Terms, or your violation of any rights of another.

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MISCELLANEOUS

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Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim arising out of or related to use of the Site or these Terms must be filed within one year after such claim arose or be forever barred.

No Third-Party Beneficiaries. Except as explicitly provided herein, there are no third-party beneficiaries to these Terms.

Entire Agreement. These Terms, together with the Privacy Policy and any other legal notices or additional terms and conditions or policies published by HEAD-POST LLC on the Site, shall constitute the entire agreement between you and HEAD-POST LLC concerning the Site.