ConverSight Terms of Use

Terms of Use

Thank you for visiting ConverSight and using our services! By using our services, you are agreeing to our terms so please make sure you read through them carefully. This is a legal agreement between you and ConverSight, its affiliates and divisions, and these terms apply to ConverSight websites, mobile applications and other digital and interactive services that link to these Terms (collectively, the "Services").

You acknowledge that these Terms may be updated from time to time so please check this page periodically and any updates and changes to these Terms will be effective when they are posted. Additional terms may apply to use of our Services and those additional terms become part of your agreement with us if you use our Services, such as our Privacy Policy.

By accessing and using the Services in any manner, to include user-generated content, you expressly agree that you have read, understand and agree to be bound by these Terms. If you don't agree with our Terms, then you are not permitted to access or use the Services.

Scope

In order to use our Services, you must be of legal age and competence. If you are under the legal age, you are prohibited from using our Services and further prohibited from providing us with any personal information. If you are using our Services on behalf of a third party, then you are representing to us that you are an authorized representative of that third party and that your use of our Services constitutes that third party's acceptance of our Terms. Our Services are rendered and controlled within the United States and we do not make any claims that use of our Services is accessible or appropriate outside of the United States. Users accessing our Services outside of the United States do so at their own risk.

Disclaimer

Content and information provided through our Services are provided for informational purposes on an "as is" basis at your sole risk. ConverSight makes no guarantee as to the accurateness, completeness or quality of the information. ConverSight shall not be liable or responsible for any errors, omissions or

inaccuracies in the information or your reliance on the information. You are solely responsible for verifying the information as being appropriate for your personal use. We have the right to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice: a) Restrict, suspect or terminate your access to all or any part of our Services; b) Change, suspend or discontinue all or any part of our Services; c) Refuse, move or remove any material that you submit to our sites for any reason; d) Refuse, move, or remove any content that is available on our sites; e) Establish general practices and limits concerning use of our sites. You agree that we will not be liable to you or any third party for taking any of these actions. You understand and agree that our Services may include communications such as service announcements and administrative messages from us or from our partners and that these communications are considered part of the Services. You will not be able to opt-out of receiving these messages. You also understand that our Services may include advertisements.

Use of Marks

Trademarks, trade names, service marks, copyrights, or logos (collectively, “Marks”) owned by ConverSight are not subject to use in any manner by you. You acknowledge that you have no ownership rights in or to any such items.

Proprietary Rights

The Services we provide are owned and operated by ConverSight and contain material which is developed in whole or in part from material supplied by ConverSight, as well as other sources, and is protected by the United States copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws. The Services are also protected as a collective work or compilation under U.S. copyright and other law and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Services. You acknowledge that the Services have been developed, compiled, prepared, revised, selected, and arranged by ConverSight and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute the valuable intellectual property of ConverSight and such others. You agree to protect the proprietary rights of ConverSight and all others having rights in the Services during and after the term of these Terms and to comply with all reasonable written requests made by ConverSight or its suppliers and licensors of content or otherwise (“Suppliers”) to protect their and others’ contractual, statutory, and common law rights in the Services. You agree to notify ConverSight immediately upon becoming aware of any unauthorized access or use of the Services by any individual or entity or of any claim that the Services infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including without limitation rights in and to all applications and

registrations relating to the Services shall, as between you and ConverSight, at all times be and remain the sole and exclusive property of ConverSight.

User Content

The Services may enable you to submit, post, upload, or otherwise make available (collectively, “post”) content such as video clips, photographs, reviews, public messages, ideas, comments and other content (collectively, “User Content”) that may or may not be viewable by other users. You acknowledge and agree that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom the User Content originated. You further agree that you have all required rights to post such User Content without violation of any third-party rights. You agree that you will indemnify, defend, and hold harmless ConverSight for all claims resulting from User Content you post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses. When you post User Content on or through the Services, you grant ConverSight a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licensable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform and display, translate, sell, lease, create derivative works from and publish such User Content, in whole or in part, in any format or medium now known or developed in the future, including without limitation for promoting and redistributing part or all of the Services in any media format. Finally, you agree that your user name or other identifying information may be associated with any User Content that you post.

User Comment

You acknowledge and agree that any information provided to us by e-mail or in any other format, including without limitation, answers, questions, suggestions, ideas, etc. will be deemed to be non-confidential. We have no obligation to protect such information from disclosure. We are free to reproduce, use, disclose and distribute such information to others without restriction.

License and Conduct

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services for your own personal use consistent with the Terms. Prohibited Uses. Without limitation, you will not: a) Post or otherwise provide User Content that harasses, abuses, or threatens any other person, or that contains obscene content; b) Post User Content that degrades others on the basis of gender, race, class, ethnicity, national

origin, religion, sexual preference, disability or other classification; c) Post User Content that is unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy; d) Use the Services commercially (for example, as part of a service bureau), for benchmarking, or to compile information for a product or service; e) Copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, duplicate, publish, republish, upload, license, reverse engineer, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Services, by any means except as provided for in these Terms or with the prior written consent of ConverSight.ai; f) Scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any approved API; g) Violate the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services; h) Post material that advocates illegal activity or discusses illegal activities with the intent to commit them (in either case as determined by ConverSight in its sole discretion); i) Post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, "disabling," "lockout," "metering" device or any malicious code); j) Post or do anything that could disable, overburden, or impair the proper working of the Services; k) Post material that impedes or otherwise prohibits communication or disrupts user discussion; l) Post, utilize or otherwise make available any other party's intellectual property unless you have the right to do so, or remove or alter any copyright, trademark or other proprietary notice contained on the Services; m) Post any trade secrets or other confidential or proprietary information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements; n) Falsely state or otherwise misrepresent your affiliation with a person or entity, or impersonate any person or entity in a manner that does not constitute parody; o) Through misrepresentation or otherwise, solicit personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords; p) Post spam or other advertisements or solicitations, promote commercial entities, or otherwise engage in commercial activity on or through the Services; q) Violate the law or encourage conduct that would constitute a criminal offense or give rise to civil liability; r) Frame, inline link, or similarly display the Services or any portion of the Services; s) Violate or facilitate the violation of these Terms or any guidelines or policies posted by ConverSight; t) Interfere with any other party's use and enjoyment of the Services. ConverSight reserves the right, in its sole and absolute discretion, to remove any User Content, block access to the Services, and/or cancel the account of any user. Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited.

Compliance with Law

You acknowledge, consent, and agree that ConverSight may access, preserve, and disclose your account information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms; (3) to respond to claims that any content violates the rights of third parties; (4) to protect the rights, property, or personal safety of ConverSight, its agents and affiliates, its users, and the public; or (5) to address your requests.

Limitation of Liability

In no event will ConverSight, its respective officers, directors, employees, members, shareholders, or representatives (and all successors and assigns of any of the foregoing) (collectively "ConverSight" for purposes of this section) be liable for any indirect, incidental, special, consequential or punitive damages resulting from the performance, use of or the inability to use the services or products, even if ConverSight has been advised of the possibility of such damages, whether in an action in contract, tort (including negligence), strict liability, violation of statute or otherwise. ConverSight will not be liable for the cost of replacement products, loss of revenue or loss of goodwill. In any event, our aggregate liability will not exceed the amount paid for the product or service to which the claim relates. ConverSight does not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the services or any website featured or linked to through the service, and ConverSight 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. ConverSight.ai will not be liable for the offensive or illegal conduct of any third party. You voluntarily assume the risk of harm or damage from the foregoing. The foregoing limitations will apply even if a remedy fails of its essential purpose and to the fullest extent permitted by law.

Indemnity

You agree to indemnify, defend and hold ConverSight and its respective officers, directors, employees, members or representatives (and all successors and assigns of any of the foregoing), harmless from and against any claim or demand, including without limitation, reasonable attorneys' fees and disbursements, made by any third party in connection with or arising out of your use of the Services, your connection to the Services, your violation of the Terms or ConverSight Privacy Policy, your violation of an applicable law, your submission, posting, transmission of User Content to the Services, and/or your violation of any rights of another we reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

Advertisers

Any correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that ConverSight.ai will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on or through the Services.

Third-Party Services

The Services that we provide may include, without limitation: (a) information and content provided by third parties; (b) links to third-party websites or resources, such as sellers of goods and services; and (c) third-party products and services for sale directly to you. Please note that some of these links may be affiliate marketing links encoded by third-party partners. This means that we may earn a commission when you click on or make purchases via affiliate links, and affiliate partners may use cookies to understand your use of the Services. ConverSight is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for: (a) any content, advertising, products, or other materials on or available from such sites or resources, (b) any errors or omissions in these websites or resources, or (c) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that ConverSight.ai 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 the use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of service and privacy policies, and any other similar terms.

Termination of Services

a) ConverSight reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice.You agree that How ConverSight shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services.

b) These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion, deny you access to all or part of the Services at any time for any or no reason at all, with or without notice to you.

Controlling Law and Severability

These Terms will be interpreted in accordance with the laws of the State of Indiana, United States of America, without regard to its conflict-of-law provisions. If any part of these Terms is considered invalid, it shall be enforced as effectively as possible while all other provisions remain in full effect.

Questions

If you have any questions about these Terms, please contact us by email at support@conversight.ai