

FTO Search Terms of Service

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Introduction

Thank you for using the FTO Search web-based service, provided by Hyper Analytical Software LLC (“**Hyper Analytical Software**”). The term “**Service**” as used in these Terms of Service (“**Terms**”) means www.ftosearch.com (the “**Site**”) and all services, software, content, technologies, and tools provided by Hyper Analytical Software in connection with the Site.

Hyper Analytical Software is willing to provide the Service to you only on the condition that you first accept these Terms. By accessing, registering for, or using the Service, or by accepting these Terms through an “I Accept” checkbox or similar method, you agree to these Terms. You may also agree to these Terms by physically or electronically signing an Order (as defined below) that incorporates these Terms. These Terms along with any Order constitute a legally binding agreement between you and Hyper Analytical Software.

Please read these Terms carefully. We encourage you to print or save a copy for your records. If you do not agree with these Terms, you may not access or use the Service.

If you are accepting these Terms in connection with your employment by an entity, these Terms are binding both on you and such entity, and you represent that you are duly authorized to bind that entity to these Terms.

You must be 18 years or older to use the Service.

Changes to These Terms

Hyper Analytical Software may change these Terms from time to time. When these changes are made, Hyper Analytical Software will update these Terms as posted on the Site. You agree that your use of the Site and Service after the date on which these Terms have changed constitutes your acceptance of the updated Terms.

Orders

You may gain access to the Service through your acceptance of an online Service sign-up or start page, or printed order, or other document that references these Terms (each, an “**Order**”). An Order may specify applicable fees, how long you are authorized to use the Service, and other terms. In the event of a conflict between these Terms and the terms of an Order (excluding these Terms), these Terms shall control except only to the extent that the Order identifies the specific provision(s) in these Terms to be varied.

Changes to the Service

Hyper Analytical Software may, with or without notice, add features to the Service, change the Service, or remove features of the Service, at any time.

Your Account

Your account for access to the Service is for your personal use only. You may not authorize others to use your account, and you may not assign or transfer your account. You must keep your username and password confidential.

You are responsible for all activities, charges, and liabilities associated with your account. You agree to immediately notify Hyper Analytical Software of any unauthorized use of your account of which you are aware.

Termination

If you breach these Terms, then Hyper Analytical Software may in its discretion and with or without notice terminate or suspend your right to use the Service.

Any of these Terms that by their nature are intended to survive any termination or expiration of this Agreement, will so survive.

In order to protect the integrity of the Service, Hyper Analytical Software reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Service.

Your Use of the Service

Hyper Analytical Software grants you a limited, non-exclusive, non-transferable license only to access and to use the Service for your own personal use, subject to your compliance with these Terms. You may not use the Service for any other purpose.

You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use the Service.

Hyper Analytical Software Materials and Intellectual Property

Hyper Analytical Software and its licensors own and retain all right, title, and interest in and to the Service, including all software, technology, algorithms and content used with or otherwise enabling the Service (collectively, "**HAS Materials**"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these Terms transfers any such rights, title or interest to you or any other user, and Hyper Analytical Software reserves all rights not expressly granted to you

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the HAS Materials. You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the Service or any part thereof.

All trademarks, service marks, trade names, logos and graphics associated with the Service ("**Marks**") are trademarks of Hyper Analytical Software and its licensors. You may not use any Marks without the prior written consent of Hyper Analytical Software.

You agree that any breach of your obligations with respect to Hyper Analytical Software's and its licensors' proprietary or intellectual property rights may result in irreparable injury to Hyper Analytical Software and its licensors for which money damages may be inadequate, and you therefore agree that Hyper Analytical Software and its licensors shall be entitled to seek injunctive relief to address such breach, without the requirement of posting a bond, in addition to any other relief available.

Data

You shall retain ownership of data and information that you enter into the Service ("**Your Data**"). Your Data excludes Operational Data, as defined below.

You grant to Hyper Analytical Software a transferable (to Hyper Analytical Software's successor), non-exclusive, worldwide license to use Your Data for the purpose of providing the Service. You acknowledge and agree that Your Data will be processed in the United States. You represent and warrant that: (i) you either own Your Data or are otherwise permitted to grant the license set forth in this paragraph; (ii) the use of Your Data on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the use of Your Data in the Service does not result in a breach of contract between you and any third party.

Hyper Analytical Software retains ownership of Operational Data. "**Operational Data**" means aggregated and statistical data about its customers' use of the Service, including performance information related to the provision, operation or improvement of the Service.

Fees

You agree to pay the fees for the Service as specified in the applicable Order. All fees are payable in U.S. dollars and are nonrefundable.

Unless another form of payment is specified in the Order, Hyper Analytical Software will bill your credit card (including, for purposes of these Terms, a debit card) for all applicable fees. You shall provide accurate and complete billing information, including your name, address, telephone number, and valid credit card information, and shall promptly notify Hyper Analytical Software of any changes in that information. You acknowledge that the agreement between you and the applicable credit card issuer governs use of your credit card for payment of amounts owed to Hyper Analytical Software, including your rights and obligations as a holder of that card.

You will choose one of the payment choices provided by Hyper Analytical Software at the time of your Order. Hyper Analytical Software or its billing agent may charge your payment method for all amounts due to Hyper Analytical Software without additional notice or consent unless otherwise required by law.

Except for taxes based on Hyper Analytical Software's net income, if any tax, duty, or levy is imposed upon your use of or orders for the Service, you shall pay that amount as specified in the Order or Hyper Analytical Software's invoice or supply Hyper Analytical Software with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the Service.

If Hyper Analytical Software does not receive payment from your credit card issuer, upon demand you shall pay all amounts due by other means acceptable to Hyper Analytical Software. Hyper Analytical Software may accept other forms of payment, and if Hyper Analytical Software invoices you for Service, you shall pay to Hyper Analytical Software the amount indicated in each invoice by the due date reflected on the invoice.

If you fail to pay according to these Terms, Hyper Analytical Software may, without limiting any of its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your use and/or access to Service, or both (1) and (2). You shall reimburse Hyper Analytical Software for all reasonable expenses Hyper Analytical Software incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Hyper Analytical Software may charge a fee for reinstatement of suspended or terminated accounts.

Hyper Analytical Software may from time to time offer Service promotions and discounts for which you may be eligible, including free trials and promotions available for a limited time. Unless otherwise specifically noted, Service promotional offers and discounts apply to first-time purchasers only. Separate terms and conditions may apply to promotional offers and discounts. **If offered, free trials of the Service may require that you register an account and provide payment information. This enrollment may obligate you to continue the Service beyond the expiration of the free trial period unless you take the steps necessary to cancel your account. You should carefully consider these obligations before enrolling in any free trial.**

Acceptable Use

You may access and use the Service only through the interface provided by Hyper Analytical Software and for lawful purposes. You represent, warrant, and agree that you will not, in connection with use of the Service, directly or indirectly:

1. Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable content;
2. Upload, post, or otherwise transmit any content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
3. Upload, post, or otherwise transmit any content that contains any malware, viruses, spyware, worms, or other malicious code or files;
4. Disrupt the normal flow of communication in the Service or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the Service;
5. Interfere with or disrupt the Service or servers or networks connected to the Service, or violate any requirements, procedures, policies, or regulations of networks connected to the Service;
6. Access (or attempt to access) any part of the Service through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure

- or presentation of the Service;
7. Use the Service for any phishing, trolling, or similar activities, or to redirect users to other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the Service by automated or other means;
 8. Use the Service to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations;
 9. Impersonate or attempt to impersonate Hyper Analytical Software or an employee of Hyper Analytical Software or any of its affiliates, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person;
 10. Use the Service for the purpose of developing, directly or indirectly, a product or service competitive to the Service;
 11. Frame or mirror any part of the Service;
 12. Use metatags or code or other devices containing any reference to any Mark or the Service in order to direct any person to any other website or Service for any purpose; or
 13. Otherwise use the Service in violation of these Terms.

Security

Hyper Analytical Software will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Your Data.

You will: (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and (ii) notify Hyper Analytical Software immediately of any such unauthorized access and/or use of which you become aware.

Third-Party Services

The Service may include services or other technology provided by third parties ("**Third-Party Services**"). The applicable supplier of any Third-Party Service is an intended third-party beneficiary of these Terms and may enforce these Terms directly against you with respect to such Third-Party Service. An Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement ("**Third-Party Agreement**"), in which case that Third-Party Service is provided solely under the terms of that separate Third-Party Agreement.

Hyper Analytical Software may also provide you with certain "**Third-Party Supplier Notices**" in connection with the provision of a Third-Party Service. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices.

If you receive a separate Third-Party Agreement and/or Third-Party Supplier Notice in connection with the Service, you agree to the terms of such Third-Party Agreement and/or Third-Party Supplier Notice. Hyper Analytical Software is not a party to, and is not liable for breaches of, any Third-Party Agreement.

Hyper Analytical Software assumes no obligation or liability for: (1) the functionality or performance of any Third-Party Service, including their content, accuracy, or reliability, or (2) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Service, or (3) any other issues caused by suppliers of Third-Party Services. You acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to your data beyond those allowed by these Terms or Hyper Analytical Software's Privacy Policy. Hyper Analytical Software does not guarantee that a third-party supplier will comply with its agreement with Hyper Analytical Software or its Third-Party Agreement with you, and Hyper Analytical Software is not required to enforce its agreement with a supplier of Third-Party Service.

Disclaimers

The Service and HAS Materials are provided by Hyper Analytical Software on an "as is" and "as available" basis. Hyper Analytical Software makes no representations or warranties of any kind, express or implied, as to the Service, HAS Materials, or other information, content or materials made available through the Service (collectively, the "Service Items"). You agree that your use of the Service Items is at

your sole risk. The Service, HAS Materials and Service Items could include inaccuracies or other errors. Hyper Analytical Software does not warrant or make any representations regarding the use of or the result of the use of the Service Items in terms of their correctness, accuracy, reliability, or otherwise.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HYPER ANALYTICAL SOFTWARE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. HYPER ANALYTICAL SOFTWARE DOES NOT WARRANT THAT THE SERVICE, HAS MATERIALS, OR SERVICE ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, WILL PROVIDE COMPLETE OR ACCURATE RESULTS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, HAS MATERIALS, OR SERVICE ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

Neither Hyper Analytical Software nor its suppliers or affiliates, nor their respective directors, employees, officers or representatives will be liable for any damages of any kind arising from the use of or inability to use the Service, HAS Materials, or Service Items including, but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Hyper Analytical Software's total liability will at all times be limited to the fees you have paid to Hyper Analytical Software for the Service at issue during the two (2) months prior to the event giving rise to the cause of action. The limitations in this paragraph shall apply to the extent permitted by applicable law.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS HYPER ANALYTICAL SOFTWARE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SERVICE, HAS MATERIALS, OR SERVICE ITEMS OR YOUR VIOLATION OF ANY OF THESE TERMS. This paragraph shall survive any expiration or termination of these Terms.

Internet Links

Some links within the Service may lead to websites controlled by third parties. Because Hyper Analytical Software has no control over these websites, Hyper Analytical Software is not responsible for such websites' content and does not endorse products, services, or information provided by such websites. Hyper Analytical Software 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 or reliance on any products or services available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Hyper Analytical Software and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Hyper Analytical Software would be responsible for the actions of their respective owners.

Privacy and Your Information

You acknowledge that Hyper Analytical Software may use and disclose your personal information in accordance with its Privacy Policy. To the extent that any third-party website accessible through the Service has different privacy practices, terms or conditions, those practices, terms or conditions will be explained at that website and will apply to that website, in lieu of these Terms and our Privacy Policy.

Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Hyper Analytical Software relating to modifying or improving the Service ("**Feedback**"), whether solicited or unsolicited, are non-confidential. Hyper Analytical Software may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Hyper Analytical

Software a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

Miscellaneous

All disputes arising out of or relating to these Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws of the United States of America and the State of North Carolina (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction in the state or federal courts of Wake County, North Carolina. Each party waives any objection to such venue or jurisdiction.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply these Terms and is expressly excluded.

The Service is not available in all languages or in all countries. Hyper Analytical Software makes no representation that the Service, HAS Materials, or Service Items are appropriate or available for use in any particular location. To the extent you choose to access the Service, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These Terms are personal to you, and you may not assign them or your rights or obligations under them to anyone. If any provision of these Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Hyper Analytical Software may assign its rights and obligations, or these Terms, in whole or in part.

The failure of Hyper Analytical Software to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. No waiver of any term of these Terms by Hyper Analytical Software shall be deemed a further or continuing waiver of such term or any other term.

You and Hyper Analytical Software acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and Hyper Analytical Software by your use of the Service, and neither you nor Hyper Analytical Software have the power or the authority to obligate or bind the other.

Hyper Analytical Software shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, pandemic, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These Terms along with any applicable Order constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the Service are for informational purposes only and are not deemed to be part of these Terms.

If Hyper Analytical Software provides a translation of the English language version of these Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term "including" is used in these Terms, it shall be interpreted to mean "including, without limitation," so that the items after the term "including" are understood to be illustrative only and not a complete list.