



## TERMS OF USE

### ACCEPTANCE OF THE TERMS OF USE

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Please read the Terms of Use carefully before you start to use the Website. All information we collect on this Website is subject to our Privacy Policy. BY ACCESSING ANY PART OF THE WEBSITE, YOU ARE AGREEING TO THESE TERMS OF USE AND THE TERMS AND CONDITIONS OF WATNEY INSIGHTS' PRIVACY POLICY (THE "PRIVACY POLICY"), AND CONSENT TO ALL ACTIONS TAKEN BY US WITH RESPECT TO YOUR INFORMATION IN COMPLIANCE WITH THE PRIVACY POLICY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU SHOULD NOT USE THE WEBSITE.

Watney Insights may modify or remove any service or functionality included within the Website at any time, with or without notice and with no liability of any kind whatsoever.

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred nor assigned by you, but may be assigned by Watney Insights without restriction.

Use of the Website is only available only to individuals who are at least 18 years old. If you are not 18 years old, you are not authorized to use the Website.

Watney Insights may, at its sole discretion, modify these Terms of Use at any time. All modifications are effective immediately when we post them and apply to all access to and use of the Website thereafter. By accessing the Website at any time after such modifications, you are agreeing to such modifications. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### ACCESSING THE WEBSITE

Watney Insights reserves the right to withdraw or modify this Website, and any service or material we provide on the Website, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access to some parts of or to the entire Website.

You are responsible for both: (i) making all arrangements necessary for you to have access to the Website, and (ii) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

### PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, laws regarding the export of data or software to or from the United States or other countries);
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To transmit, or procure the sending of, any advertising or promotional material without Watney Insights' prior written consent, including any "junk mail," "chain letter," "spam," or any other solicitation;
- To impersonate or attempt to impersonate Watney Insights, a Watney Insights employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or,

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Watney Insights or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities of the Website;
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or,
- Otherwise attempt to interfere with the proper working of the Website.

### **TRANSACTIONS ON WEBSITE**

Watney Insights reserves the right to refuse any order placed on the Website, and may, in its sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by the same customer, and/or orders that use the email address. In the event Watney Insights makes a change to or cancels an order, it will attempt to notify you by contacting the e-mail address provided at the time the order was made. Watney Insights reserves the right to limit or prohibit orders for any reason.

### **PRODUCT INFORMATION**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to document descriptions, promotions, offers, and availability. Watney Insights reserves the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information on the Website is inaccurate at any time without prior notice (including after you have submitted your order).

### **RELIANCE ON INFORMATION POSTED**

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This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Watney Insights are solely the opinions and the responsibility of the person or entity providing those materials. The materials do not necessarily reflect the opinion of Watney Insights. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **LINKS TO OTHER WEBSITES AND SERVICES**

The Website may contain links to other websites that are not under the control of Watney Insights. We have no responsibility for the linked websites nor does linking constitute an endorsement of any linked website. Watney Insights has no control over, does not review, and cannot be responsible for these outside websites or their content. Links are provided solely for the convenience and information of the Websites' users.

### **LINKING TO THE WEBSITE AND SOCIAL MEDIA FEATURES**

You may link to our Website, provided you do so in a way that is fair and legal and does not damage Watney Insights' reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. This Website may provide certain social media features that enable you to: link from your own or certain third-party websites or social media platforms to certain content on this Website; send emails or other communications with certain content, or links to certain content, on this Website; and/or, cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites or social media platforms.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must note: (i) establish a link from any website that is not owned by you; (ii) cause the Website or portions of it to be displayed on, or appear to be display by, any other site, for example, framing, deep linking, or in-line linking; or, (iii) otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. Watney Insights reserves the right to withdraw linking permission without notice.

Watney Insights may disable all or any social media features and any links at any time without notice in our sole discretion.

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ATTN: DMCA Infringement Notification,  
12110 Sunset Hills Road,

Suite 600,  
Reston, Virginia 20190, or

send an email with the subject line "DMCA Infringement Notification" to [info@watneyinsights.com](mailto:info@watneyinsights.com) that sets forth the information specified by the DMCA (see <https://copyright.gov/title17/92chap5.html#512>). You may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

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Watney Insights has the right to:

- Take any action with respect to any material posted by you that we deem necessary or appropriate in our sole discretion, including if we believe that such material violates these Terms of Use, infringes any intellectual property right or other right or any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for Watney Insights;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and,
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms of Use.

Without limiting the foregoing, Watney Insights has the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone contributing any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS WATNEY INSIGHTS AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS ("WATNEY INSIGHTS PARTIES") FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY WATNEY INSIGHTS DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, Watney Insights does not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

#### **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK, AND THAT THE WEBSITE AND ALL CONTENT INCLUDED THEREIN, AND PRODUCTS PURCHASED THEREBY, ARE PROVIDED TO YOU "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, WATNEY INSIGHTS AND WATNEY INSIGHTS PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE, YOUR USE THEREOF AND THE PRODUCTS OBTAINED OR PURCHASED THEREBY. WATNEY INSIGHTS AND WATNEY INSIGHTS PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR ANY CONTENT ACCESSIBLE VIA THE WEBSITE OR PRODUCTS OBTAINED THEREBY AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE OR PRODUCTS OBTAINED THEREBY; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF WATNEY INSIGHTS'S SECURE SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; AND/OR, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY.

IN NO EVENT SHALL WATNEY INSIGHTS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL THEORY: (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS, OR SERVICES (HOWEVER ARISING); OR, (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE HUNDRED UNITED STATES DOLLARS (US \$100.00). THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Watney Insights, its affiliates, licensors, and services providers, and its and their respective officers, directors, employees, attorneys, contractors, agents, licensors, suppliers, representatives, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

## **MISCELLANEOUS**

You agree that the Website shall be deemed a passive service solely based in Virginia and shall not give rise to personal jurisdiction over Watney Insights, either specific or general, in jurisdictions other than Virginia, except as provided in the Privacy Policy. These Terms of Use shall be governed by the internal laws of the Commonwealth of Virginia, without regard to its conflict of laws principles, except as provided in the Privacy Policy. Any claim or dispute between you and Watney Insights that arises in whole or in part from the Website shall be subject to the exclusive jurisdiction of the federal and State courts located in Fairfax, Virginia, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

These Terms of Use, together with the Privacy Policy, any other documents or materials incorporated by reference in any of the foregoing, and any other legal notices published by Watney Insights on the Website, constitute the entire agreement between you and Watney Insights concerning the Website and your use thereof.

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Watney Insights' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER CLAIM, INCLUDING ANY CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE WEBSITE, AND NO CLASS ACTION PROCEEDINGS SHALL BE PERMITTED. IN NO EVENT SHALL ANY CLAIM, ACTION, OR PROCEEDING BY YOU BE INSTITUTED MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE.

Most communications between Watney Insights and you will be sent and received electronically. You agree that all agreements, notices, disclosures, and other electronic communication exchanged between you and Watney Insights shall satisfy any legal requirements that such communications be in writing.

## **CONTACT INFORMATION**

This Website is operated by Watney Insights Networks, Inc., located at the address listed below.

Watney Insights Networks, Inc.  
12110 Sunset Hills Road  
Suite 600  
Reston, Virginia 20190

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Email: [info@watneyinsights.com](mailto:info@watneyinsights.com)

These Terms of Use were last modified as of **October 27, 2020**.