

Terms of Use

THIS MAIZEANALYTICS.COMWEBSITE (“SITE”) IS OWNED AND OPERATED BY MAIZE ANANYTICS LLC (“MAIZE”). THESE TERMS OF USE (“TOU”) GOVERN YOUR ACCESS TO AND USE OF THE SITE. YOU SHOULD CAREFULLY READ THESE TOU. YOUR USE OF THE SITE MEANS THAT YOU HAVE READ AND UNDERSTAND THESE TOU AND THAT YOU HAVE ENTERED INTO A BINDING LEGAL AGREEMENT WITH MAIZE. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TOU YOU SHOULD DISCONTINUE YOUR USE OF THE SITE. IN ADDITION, WHEN USING A PARTICULAR SERVICE AND/OR ACCESSING CERTAIN MATERIALS ON OR THROUGH THE SITE, YOU SHALL BE SUBJECT TO ANY POSTED TERMS OR RULES APPLICABLE TO SUCH SERVICES OR MATERIALS, WHICH ARE IN ADDITION TO THESE TOU. ALL SUCH TERMS OR RULES ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TOU, AND IF YOU DO NOT AGREE WITH THEM YOU SHOULD NOT USE THE SERVICE AND/OR MATERIALS.

- 1. Privacy Policy.** The Privacy Policy contained on the Site is incorporated in these TOU by reference, but these TOU shall govern any conflict or inconsistency with such Privacy Policy.
- 2. Materials and Services.** Through this Site, MAIZE may make available to you including without limitation: (a) certain articles, text, images, illustrations, photographs, video, stories, documents and other materials contained or displayed in or made available through the Site (collectively, “Materials”); and (b) various services operated by MAIZE, such as privacy related services and others (collectively, “Services”).
- 3. License.** MAIZE and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access, view, download, print, use and display Materials; and (b) use any tools and software on the Site (collectively, “Software”) for the purposes set forth on the Site. **In these TOU, all references to the “Site” shall be deemed to include all “Software,” “Materials” and “Services,” unless otherwise expressly indicated.** All rights not expressly granted by MAIZE to you are retained by MAIZE, and you may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these TOU and/or the terms of the Site. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.
- 4. Restrictions; Removal.** You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b) modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site; (d) decompile, disassemble or reverse engineer the Site; (e) reproduce or make copies of the Site; (f) “frame” or “mirror” the Site on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Site for any commercial or other money-making purpose, unless otherwise expressly provided herein or in the Site. You acknowledge that certain elements of the

Site are, or may in the future be, licensed to MAIZE by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of MAIZE.

5. Amendments to TOU and Privacy Policy. MAIZE reserves the right to change the terms and conditions of these TOU, the Privacy Policy and/or any of its other policies relating to the Site, at any time in its sole discretion. MAIZE shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and these TOU regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.

6. Registration and Passwords.

6.1 Some areas of the Site may be accessed and used only by those authorized individuals who are registered and have an account with MAIZE. To open an account, you must complete the registration process by providing MAIZE with current, complete and accurate information as prompted by the registration form, if any. Should MAIZE suspect that such information is untrue, inaccurate, not current or incomplete, MAIZE has the right to suspend or terminate your usage of the Site. MAIZE is entitled to rely on the information you provide and you will be responsible for updating this information to maintain it as current.

6.2 Maize may provide you with an initial password with respect to your use of the Site (“Initial Password”). Once you have become an authenticated user, you will choose one or more personal, non-transferable passwords (“Personal Password(s)”). Any Initial Password and Personal Password(s) issued to you shall be collectively known as “Password(s).” You are and will be responsible for maintaining the confidentiality of any and all Passwords, for all activities conducted on and with the Site that make use of a Password, and for any charges or fees incurred by the use of any Passwords, including any use you may subsequently contend was not unauthorized by you.

7. Account Information and Data.

7.1 MAIZE does not own any personal data or information that you submit to be used by MAIZE to provide any Service (“Data”), unless MAIZE specifically tells you otherwise before you submit it. However, you acknowledge and agree that various individuals and entities may have overlapping rights in and to your Data. As such, MAIZE has and shall retain all rights, title and interests, including all intellectual property rights, in and to all Data, including all of your Data which is stored in a form that is not identifiable as yours. MAIZE may use and disclose your Data in accordance with the Privacy Policy, referenced above.

7.2 MAIZE will not monitor, edit, or disclose any personally identifiable information regarding you or your account, including any Data, without your prior permission except in accordance with these TOU and the Privacy Policy. Please be aware that MAIZE may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include personal

information identifiable as yours. MAIZE may access your account, including its Data, to respond to Service or technical problems or as stated in these TOU. Under no circumstances should you upload or otherwise provide Personal Health Information through the Site.

- 7.3 You, not MAIZE, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and MAIZE shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data, or for any actions or omissions which MAIZE takes in reliance upon your Data.
8. **Ownership.** MAIZE and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.
9. **Marks and Logos.** All names, marks, symbols and logos used in connection with the Site are trademarks of MAIZE or other third parties (the “Marks”). MAIZE grants you no license, permission or authorization to reproduce or use any Marks, whether owned by MAIZE or a third party. You agree not to display, copy, redistribute or use any Marks in any manner for any reason without MAIZE’s prior express written consent.
10. **Third Party Sites and Materials.**
- 10.1 Please exercise discretion while browsing the Internet using the Site. You should be aware that when you are on the Site, you could be directed to other sites that are beyond MAIZE’s control. There may be links to other sites from these pages that take you outside of MAIZE’s Site. This may include links from advertisers, sponsors, and content partners that may use MAIZE’s logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site, if any, may send cookies to users that MAIZE does not control. MAIZE reserves the right to disable links from third party sites to the Site at any time in its sole discretion.
- 10.2 MAIZE is not affiliated with, nor does MAIZE endorse or sponsor, any sites on the Internet that may be linked through or to the Site. MAIZE provides any such links to you only as a matter of convenience, and in no event shall MAIZE be responsible or liable for any information, content, products, services or other materials on or available from or through such sites. MAIZE explicitly disclaims any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site. MAIZE has not taken any steps to confirm the accuracy or reliability of any of the information contained in such third party sites or content. MAIZE does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against MAIZE with respect to such sites and third party content. MAIZE strongly encourages you to make whatever investigation you

feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

- 11. Third Party Transactions.** In your use of the Site, you may enter into correspondence with, purchase or sell goods, receive software add-ons and/or services from or to third-parties, or participate in promotions of advertisers or sponsors showing their products and/or services through the Site. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third party. MAIZE shall have no liability, obligation or responsibility for any such correspondence, transaction, exchange, license, purchase, sale, promotion or other activity conducted between you and any third party. Because MAIZE is not and cannot be a party in your communications, interactions and/or transactions with any third parties on or through the Site, in the event that you have a dispute with one or more such third parties, you acknowledge that your sole and exclusive remedies are against such third parties. You expressly covenant not to sue or otherwise assert any claim against MAIZE in connection with such disputes, and hereby release MAIZE, its subsidiaries, affiliates, officers, directors, agents and employees from any and all claims, demands, suits, expenses, fees (including attorneys' fees), judgments, penalties, fines and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- 12. Your Additional Responsibilities.** You are solely responsible for any and all activities that occur under your account including inputting, maintaining, and managing accurate information and ensuring that you exit or log-off from your account at the end of each session of use. You shall notify MAIZE immediately of any unauthorized use of your Password(s) or account or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of the Site that is known or suspected by you. MAIZE shall not be responsible for any unauthorized access to, or alteration of, your transmissions or Data, any material, information or data sent or received, regardless of whether the data is actually received by MAIZE, or any transactions entered into through the Service or failure to abide by these TOU.
- 13. Compliance with Laws; Prohibited Activities.** You agree to abide by all applicable local, state, and federal laws, regulations, statutes, rules and ordinances, in connection with your use of the Site. Without limiting the foregoing, you shall not use the Site to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses; (c) transmit or post unlawful, harassing, bigoted, racist, hateful, libelous, abusive, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit or post any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, copyright or right of publicity; (e) transmit or post any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs and cancelbots; (f)

interfere with or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Site or computer systems or networks connected to the Site through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the Site; or (i) transmit or post, or promote the transmission or posting of, an illegal or unauthorized copy of another person's work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated content or links to pirated content files. In addition, you agree not to use any device, software, or routine, including but not limited to any viruses, worms, time bombs, to interfere or attempt to interfere with the proper working of the Site or any Service, or to intercept any system, data or personal information from the Site, nor will you take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

14. Your Contributions to the Site.

- 14.1 Portions of the Site may contain areas, such as online classrooms, chat rooms, bulletin boards and/or message boards, which provide you and other third parties an opportunity to exchange, post, broadcast, publish, circulate, transfer, share, transmit, upload and/or otherwise distribute suggestions, photographs, video and/or sound recordings, articles, links, ideas, feedback, recommendations, opinions and/or other materials and information and which areas expressly exclude a hospital's or healthcare provider's network and any Personal Health Information or other information contained therein (collectively, "Submissions"). If you make any Submissions on the Site, you represent and warrant that you have all necessary rights in and to such Submissions and all material they contain, that the Submissions are non-confidential and non-proprietary to you, and that such Submissions do not and will not infringe any proprietary or other rights of third parties or violate any term of these TOU. Any claim lodged with, or damage resulting to MAIZE from your breach of this representation and warranty will be covered by your indemnification obligations under these TOU. The information, advice, facts, opinions or other Submissions on the Site posted by third parties are those of the respective authors and do not necessarily reflect the views of MAIZE or any its agents officers, directors, agents, suppliers, independent contractors or affiliated entities.
- 14.2 You hereby grant to MAIZE an irrevocable, perpetual, non-exclusive, transferable, sublicenseable, paid-up, royalty-free, worldwide license to reproduce and use all Submissions. Notwithstanding, the foregoing, you will retain all rights, title and interest, in and to all copyrightable works of authorship submitted by you in connection with your use of this Site or any Service ("Your Content"), and you grant MAIZE a non-exclusive, non-transferable, paid-up, royalty-free license to reproduce and use Your Content in order to provide the Services to you.
- 14.3 You acknowledge that MAIZE does not screen, edit or review Submissions in the normal course of its business prior to the appearance of those Submissions on the Site. To the fullest extent permitted by applicable law, MAIZE disclaims all responsibility and liability for Submissions and for any losses, damages, or expenses resulting from their use and/or appearance on the Site. Notwithstanding the foregoing, MAIZE reserves the

right to monitor all Submissions and to remove without liability any Submissions that it considers, in its sole discretion, to be offensive, violate any applicable law, violate the right of any third party, or otherwise violate the terms of these TOU. If you discover Submissions on the Site that are offensive, violate any applicable law, violate the right of any third party, or otherwise violate the terms of these TOU you may provide MAIZE with notice of such Submissions at “laurarizzburl@gmail.com.”

- 15. Indemnification.** You shall indemnify, defend and hold MAIZE, its licensors and information providers, and each such party’s parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, actions, proceedings, costs, damages, losses, liabilities, and expenses (including attorneys’ fees and costs) arising out of or in connection with your: (a) access to and/or use of the Site; (b) Submissions, Data and other information provided to MAIZE; (c) breach of these TOU; and/or (c) violation of any applicable law or right of a third party.

16. DISCLAIMER OF WARRANTIES.

- 16.1 YOU ACKNOWLEDGE THAT: THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; THE SITE MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME; MATERIALS AND/OR SERVICES AT THE SITE MAY BE OR BECOME OUT OF DATE AND MAIZE MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES. MAIZE ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, DOCUMENTS, SOFTWARE, MATERIALS AND/OR SERVICES WHICH ARE REFERENCED BY OR LINKED TO THIS SITE. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 16.2 YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM MAIZE, OR THROUGH OR FROM THE SITE, SHALL CREATE ANY REPRESENTATION OR WARRANTY BY EIPON.
- 16.3 THE SITE IS PROVIDED TO YOU ON AN “AS IS” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. WITHOUT LIMITING THE FOREGOING, NEITHER MAIZE, ITS LICENSORS NOR ANY CONTENT PROVIDERS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SITE, OR THAT THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA.

16.4 ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY MAIZE, ITS LICENSORS AND CONTENT PROVIDERS. Some jurisdictions do not allow the exclusion of implied warranties such that the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

17. LIMITATION OF LIABILITY AND ACTIONS. REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL MAIZE, ITS LICENSORS OR CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN CONNECTION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, BUSINESS INTERRUPTIONS AND/OR BENEFIT OF THE BARGAIN DAMAGES; AND/OR (C) DIRECT DAMAGES IN AN AMOUNT GREATER THAN FIFTY DOLLARS (\$50 USD). ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST MAIZE.

18. Export.

18.1 MAIZE controls and operates the Site from its location(s) in the United States of America. MAIZE makes no representation that the Site is appropriate or available for use in other locations. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You are expressly prohibited from using or accessing the Site from any location in which the Site and/or any Software, Materials and/or Services would violate any law within of that jurisdiction. Any diversion of the Software, Materials and/or Services contrary to United States law is prohibited.

18.2 Software from the Site may further be subject to United States export controls. No Software from the Site may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

19. Term and Termination.

- 19.1 These TOU, and your right to access and use the Site, are effective until terminated by either you or MAIZE. You may terminate these TOU at any time by discontinuing use of the Site and destroying all materials obtained from or through the Site, and all related documentation and all copies and installations thereof, whether made under these TOU or otherwise. Notwithstanding the foregoing, if you subscribe to a Service, MAIZE may only terminate these TOU and your access to and use of the Site if you fail to timely pay MAIZE for the Service and/or you breach these TOU or the terms applicable to the Service.
- 19.2 These TOU, and your access to and/or use of the Site, may be terminated by MAIZE immediately without notice to you if in MAIZE's sole discretion you fail to comply with any term or provision of these TOU. Upon termination, you must destroy all materials obtained from or through the Site, and all related documentation and all copies and installations thereof, whether made under these TOU or otherwise.
- 19.3 Subject to the terms of these TOU, all provisions of these TOU relating to ownership, limitations of liability, confidentiality, indemnification and other provisions which by their nature survive termination of these TOU shall survive termination of these TOU.
- 20. Michigan Law and Jurisdiction.** In order to ensure consistency in the interpretation and enforcement of these TOU and MAIZE's rights in the Site, these TOU will be governed exclusively by Michigan law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between you and MAIZE related, in any way, to the Site and/or these TOU, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained only in the U.S. District Court for the Eastern District of Michigan, Eastern Division, and/or the Circuit Court of the County of Oakland, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.
- 21. Notice and Procedure for Making Claims of Copyright Infringement.**
- 21.1 Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be submitted to the following MAIZE Designated Agent:
- ATTN: Maize Analytics LLC
Info [at] maizeanalytics [dot] com
- 21.2 To be effective, the notification must be a written communication that includes the following.
- (a) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - (b) Identification of the copyrighted work claimed to have been infringed, or multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
 - (d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - (e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - (f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 21.3 MAIZE may give notice to MAIZE's users by means of a general notice on this Site, electronic mail to a user's e-mail address on MAIZE's records, or by written communication sent by first-class mail to a user's address on MAIZE's records.
22. **Severability.** If any provision of these TOU is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these TOU shall remain in full force and effect.
23. **Waiver.** The failure of MAIZE to enforce any right or provision in these TOU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MAIZE in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these TOU.
24. **Relationship.** The relationship between you and MAIZE is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between you and MAIZE as a result of these TOU or your access to the Site. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.