



Legal

Terms & Conditions

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You accept these terms by (a) agreeing to the terms upon sign up, or by (b) signing into the product where it states that you are accepting these terms. You may not use the Services or accept the Terms if (a) you are not of legal age to form a binding contract with Archive Intel, or (b) you are a person barred from receiving the Services under any applicable laws or regulations.

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5. Late Payment; Suspension.

Any amount not paid when due shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the due date until paid, together with all reasonable costs of collection, including attorneys' fees. In addition to Archive Intel's other rights and remedies, Archive Intel may suspend or restrict your access to the Services (in whole or in part) if (a) any amount remains unpaid for more than fifteen (15) days after its due date, (b) Archive Intel reasonably believes your use of the Services violates these Terms or applicable law, or (c) Archive Intel reasonably determines that your use of the Services poses a security or operational risk to the Services, Archive Intel or its other users. Suspension does not relieve you of your obligation to pay all fees for the Term.

6. Not Investment Advice.

The Services utilize standard daily performance and risk calculations, Archive Intel's proprietary risk assessment algorithms, public economic data, and fundamental and market data that we access through data partners, to provide information to you and other users. You acknowledge that Archive Intel does not independently evaluate the suitability of or recommend any investments for you or your clients.

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INSUFFICIENT PUBLIC FLOAT. SUCH STOCKS ARE SUBJECT TO MORE RISK THAN STOCKS OF LARGER COMPANIES, DUE TO FACTORS SUCH AS GREATER VOLATILITY, LOWER LIQUIDITY AND LESS PUBLICLY AVAILABLE INFORMATION.

7. Privacy.

Archive Intel's Privacy Policy is hereby incorporated by reference into these Terms and applies to your use of the Services. You agree to the use of your data in accordance with the following:

Data Ownership.

You are not transferring the ownership of data about your clients by entering it in Archive Intel. The data that you store in Archive Intel belongs to you. We utilize the data in your individual Archive Intel account to assist you with support requests, troubleshoot problems, or monitor the performance and effectiveness of the system. In addition, we utilize aggregated data across the entire Archive Intel platform to improve its effectiveness, develop insights, or monitor the performance and effectiveness of the system.

Usage of Information Collected.

We may collect the following types of information:

- **Information you Provide.** We ask you for professional information upon sign up. We use the data you enter to provide more customized Services to you and allow you to market your practice. We also analyze customer data in aggregate to understand more about the average Archive Intel user.
- **Contact Information.** You may be asked for your email address or other professional contact information, which we will never share or sell with third parties.
- **Cookies.** When you visit Archive Intel, we send one or more cookies to your computer or other device. We use cookies to improve the quality of our services, store user preferences and track user trends.
- **Log Information.** When you access the Services, our servers automatically record certain information in an industry-standard way. These logs may include information such as your web request, your interaction with a service, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser or your account. We use logs to improve the quality of our services, debug problems, and track user trends.
- **User Communications.** Any messages, email or communications that you send to Archive Intel may be retained so that we can process your inquiries, respond to your requests or improve the quality of our services. We may use your email address and other professional contact information to communicate with you about our services.
- **Affiliated Archive Intel services delivered through other sites.** Some of our services may be offered through other web sites. Your use of those web sites is subject to their own privacy policies, but if information that you send to those sites is shared with Archive Intel in order to deliver the service, we process that information under these privacy terms.

- **Other sites.** These privacy terms apply to Archive Intel services only. We do not have any control over the web sites offered by our partners, or sites that integrate Archive Intel services. Those sites are governed by their own privacy policies, which you should read before using them.

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Archive Intel only shares information with other companies or individuals outside of our company in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any confidential personal information.
- We may, but as of this writing do not, provide such information to our subsidiaries, affiliated companies or other trusted businesses or persons, solely for the purpose of processing that information on our behalf. We require that these parties agree to process such information based on our instructions, in compliance with these privacy terms, and utilizing similar confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to the rights, property or safety of Archive Intel, its users or the public as required or permitted by law. If Archive Intel is ordered by a legal process or government to provide data about one or more individual users, we will notify those users of our compliance with that order, to the extent permitted by law.
- If Archive Intel becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will ensure the confidentiality of any personal information involved in such transactions and provide notice before personal information is transferred and becomes subject to a different privacy policy.

Security.

Archive Intel adopts 256-bit encryption, the level of security required by banks, to protect the information on our systems. We restrict access to personal information to only the Archive Intel employees, contractors and agents who need to know that information in order to process it on our behalf. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

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10. Confidentiality.

You acknowledge that the Services, all underlying technology, algorithms, trade secrets, business plans, pricing, customer lists, and any other information designated as confidential by Archive Intel or that a reasonable person would understand to be confidential (collectively, "Confidential Information") are the valuable property of Archive Intel. You agree to hold all Confidential Information in strict confidence, not to disclose it to any third party, and not to use it for any purpose other than exercising your rights under these Terms. You shall protect Confidential Information using at least the same degree of care you use to protect your own confidential information, but in no event less than reasonable care. Your obligations under this section shall survive the expiration or termination of these Terms for a period of five (5) years, except with respect to trade secrets, which shall be protected for so long as they remain trade secrets under applicable law.

11. License.

When you purchase the Services, Archive Intel grants you a limited, personal, worldwide, non-assignable, non-sublicensable and non-exclusive license to access and use the Services solely for your own internal business purposes, under the Service Plan that you select during your purchase, solely during the Term.

This license is conditioned on your continued compliance with these Terms and terminates automatically upon expiration or termination of these Terms or your subscription, whichever is earlier.

You agree not to copy, modify, create a derivative work of, reverse engineer, decompile, disassemble or otherwise attempt to extract the source code, underlying algorithms, data structures or ideas of the Services or any part thereof, unless this is expressly permitted by applicable law that cannot be waived by contract. Without limiting the foregoing, you shall not (a) use any robot, spider, scraper, data mining tool or other automated means to monitor or copy the Services, (b) circumvent, disable or otherwise interfere with any security, authentication or access-control features of the Services, or (c) access or use the Services in order to build a similar or competitive product or service.

12. Copyright.

The Services are protected by a combination of copyright, trade secret laws and patent protection. Portions of the Services contain information and data from third party providers, subject to their own copyright provisions.

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You acknowledge that each Archive Intel account is designed, intended, and licensed for use by a single named user only. You agree not to share access to your Archive Intel account, login information or password with any other individuals or entities. You are solely responsible for all activities that occur under your user account, whether or not authorized by you. You shall ensure that any individual who accesses the Services through your account complies with these Terms, and you shall be liable for any breach by such individual as if it were your own breach. If you become aware of any unauthorized use of your password or of your account, you agree to notify Archive Intel immediately at hello@archiveintel.com. Archive Intel reserves the right to audit your use of the Services at any time to verify compliance with these Terms.

You agree to provide accurate and correct information about your identity, your firm, and your status as a licensed investment advisor. You agree to use the Services only for purposes that are permitted by (a) the Terms, and (b) any applicable laws or regulations.

You agree not to access any of the Services by any means other than the interface provided by Archive Intel, except where expressly permitted by a separate agreement with Archive Intel. You specifically agree not to use automated means (including the use of scripts, bots, spiders or web crawlers) to access, collect data from, or interact with the Services. You agree not to engage in any activity that interferes with or disrupts the Services, or the servers and networks connected to the Services, including without limitation conducting any load testing, penetration testing or vulnerability scanning of the Services without Archive Intel's prior written consent. You shall not upload, transmit or introduce any viruses, malware, Trojan horses, worms, time bombs, or other harmful or malicious code to the Services. Archive Intel may impose and enforce reasonable limits on your use of the Services, including limits on data storage, API calls,

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Unless specifically permitted in a separate agreement with Archive Intel, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose. You further agree not to use the Services, or any output, information, or performance data derived from the Services, to (a) develop, train, or improve any product, service or model that competes with the Services, (b) conduct any competitive analysis or benchmarking, or (c) publicly disclose or publish any benchmarking, testing, or performance results regarding the Services, in each case without Archive Intel's prior written consent.

Due to agreements with third party providers of data into the Services, the outputs from the Services, including but not limited to its screenshots, reports, data sets, analytics and any other materials generated by or through the Services (collectively, "Service Outputs"), may not be used in general mailings, mass communications or advertisements, or redistributed, resold, sublicensed or made available to any third party, without prior written approval from Archive Intel. You shall not systematically download, store or cache Service Outputs for the purpose of creating or supplementing any database, dataset or archive, or for any use that competes with or substitutes for the Services.

14. Ending your Relationship with Archive Intel.

The Terms will continue to apply until terminated by either you or Archive Intel. If you want to terminate your agreement with Archive Intel, you may do so by providing written notice of non-renewal in accordance with Section 3 above via electronic mail to hello@archiveintel.com.

Your cancellation and non-renewal notice must be received within the timeframes set forth in Section 3 above. If you have a service commitment that has not yet expired, both access and billing for the Services will continue until that service commitment ends.

Archive Intel may at any time, terminate its legal agreement with you if (a) you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or (b) Archive Intel is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or (c) the partner with whom Archive Intel offered the Services to you has terminated its relationship with Archive Intel or ceased to offer the Services to you; or (d) Archive Intel is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or (e) the provision of the Services to you by Archive Intel is, in Archive Intel's opinion, no longer commercially viable; or (f) you do not pay the amounts due for the license of the Services according to the terms stated in your invoice.

Upon any expiration or termination of these Terms: (a) all rights and licenses granted to you shall immediately terminate; (b) you shall immediately cease all use of the Services and delete or destroy all copies of any Service Outputs, Archive Intel IP, and Confidential Information in your possession or control; (c) Archive Intel may, in its sole discretion, delete your account and all associated data after a commercially reasonable period following the effective date of termination; and (d) you shall, upon Archive Intel's request, certify in writing your compliance with this paragraph. All provisions of these

Terms which by their nature should survive termination shall survive, including without limitation Sections 6 (Not Investment Advice), 8 (Proprietary Rights), 9 (Feedback), 10 (Confidentiality), 12 (Copyright), 15 (Exclusion of Warranties), 16 (Your Indemnification), 17 (Limitation of Liability), and 19 (General Legal Terms).

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You will defend, indemnify and hold harmless Archive Intel and its affiliates, and their respective officers, directors, managers, employees, agents, licensors and data providers (each, an “**Indemnatee**”), from and against any and all claims, actions, damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) your use of, or inability to use, the Services in violation of these Terms or applicable law; (b) any data, content, account information or other information provided or uploaded by you or on your behalf, including any claim that such data infringes, misappropriates or violates the intellectual property, privacy, publicity or other rights of any third party; (c) any investment, trading, advisory or other decision, action or recommendation made by you or your clients (whether or not based on the Services); (d) your breach of any representation, warranty, covenant or obligation in these Terms; and (e) your violation of applicable law, including securities, investment adviser, privacy and data-protection laws. Archive Intel will promptly notify you of any claim for which indemnification is sought (but any failure or delay in notice will not relieve you of your obligations except to the extent you are materially prejudiced), and will reasonably cooperate at your expense. You may not settle any claim without Archive Intel’s prior written consent if the settlement admits fault, imposes any obligation on any Indemnatee, or fails to include a full release of the Indemnitees.

17. LIMITATION OF LIABILITY.

SUBJECT TO THE OVERALL PROVISIONS IN THESE TERMS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ARCHIVE INTEL, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

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2. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF YOUR OR ARCHIVE INTEL’S ACTIONS;
3. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;
4. ANY CHANGES WHICH ARCHIVE INTEL MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

5. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
6. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
7. YOUR FAILURE TO PROVIDE ARCHIVE INTEL WITH ACCURATE ACCOUNT INFORMATION;
8. ALL OF THE LIMITATIONS ON ARCHIVE INTEL'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT ARCHIVE INTEL HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
9. THE LIMITATIONS AND EXCLUSIONS IN SECTIONS 15 (EXCLUSION OF WARRANTIES) AND 17 (LIMITATION OF LIABILITY) SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND SHALL APPLY EVEN IF ARCHIVE INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE FEES CHARGED FOR THE SERVICES REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT ARCHIVE INTEL WOULD NOT ENTER INTO THESE TERMS WITHOUT THESE LIMITATIONS.
10. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF ARCHIVE INTEL, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS, TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO ARCHIVE INTEL FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY FOR ITS ESSENTIAL PURPOSE, AND ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

18. Changes to the Terms.

Archive Intel may make changes to the Terms from time to time at its sole discretion. When these changes are made, Archive Intel will make a new copy of the terms available at <https://archiveintel.com> . You understand and agree that if you use the Services after the date on which the Terms have changed, Archive Intel will treat your use as acceptance of the updated Terms. Archive Intel may also modify, update, suspend or discontinue any aspect of the Services (including the availability of any features, data or content) at any time, with or without notice, and shall have no liability to you or any third party for any such modification, update, suspension or discontinuance.

19. General Legal Terms.

Entire Agreement.

The Terms constitute the whole legal agreement between you and Archive Intel and govern your use of the Services (with the exception of any explicitly written and executed side agreements between you and Archive Intel), and completely replace any prior agreements between you and Archive Intel in relation to the Services. In the event of any conflict between these Terms and any other agreement between you and Archive Intel, these Terms shall prevail unless the other agreement expressly states that it supersedes these Terms with respect to the specific subject matter at issue. You acknowledge that you have read and understood these Terms and agree to be bound by them.

You agree that if Archive Intel does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Archive Intel has the benefit of under any applicable law), this will not be taken to be a formal waiver of Archive Intel's rights and that those rights or remedies will still be available to Archive Intel.

Severability.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

Governing Law.

All matters relating to the Services, these Terms, and your relationship with Archive Intel under the Terms, shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. You and Archive Intel agree to submit to the exclusive jurisdiction of the courts located within the County of Fulton, State of Georgia, United States of America to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Archive Intel shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Force Majeure.

Neither party shall be liable for, and neither party shall be considered in breach of these Terms on account of, any delay or failure to perform (other than your obligation to pay fees when due) resulting from any cause beyond such party's reasonable control, including acts of God, war, terrorism, riots, civil disturbances, government actions, epidemics, pandemics, labor disputes, power or telecommunications failures, cyberattacks, denial-of-service attacks, or failures or outages of the internet or third-party services or infrastructure.

Assignment.

You may not assign or transfer these Terms or any of your rights or obligations under these Terms, whether by operation of law, change of control, or otherwise, without Archive Intel's prior written consent, and any purported assignment in violation of this section shall be null and void. Archive Intel may freely

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