

# Info-Tech Research Group Terms of Use

Info-Tech Research Group Inc. (“Info-Tech” or “we”) provides proprietary information technology research, tools, materials, and related advisory services to our clients via our website (collectively the “Services”). A “Client” is defined as the entity that purchased the subscription services. These Terms of Use shall be referenced in a sales contract (“Service Agreement”) between Client and Info-Tech.

These Terms of Use state the terms and conditions under which “you”, being (as the case may be) a Client and/or a “User” (defined as a user of the publicly available Services, or one or more named individual employees or representatives of the Client who are authorized by Info-Tech in a Service Agreement to use the Services that require paid access), may use this website and the Services, which are the property of Info-Tech. Your use of this site and the Services constitutes acceptance of these Terms of Use.

## 1. General Use Restrictions

The Services are to be used for the User’s use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

## 2. Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for his or her own information purposes pursuant to the terms and limitations of the paid subscription. The User may download any of the Service’s tools or templates for his or her individual use, but Users may not, and Client must not permit Users to, distribute any articles, tools, templates or blueprints internally, subject to the exceptions below:

- Users may make a single copy of each slide, spreadsheet, table, graphic, or portion of text from the research content for internal presentation purposes, provided that the original Info-Tech copyright notice and date of publication remains affixed without alteration.
- Users may make a single copy of individual research documents for personal archival use.
- Users may forward individual research documents within employee workgroups for decision support.
- User may submit requests for permission to copy or use the research content or research services in other ways to Info-Tech.
- The User may create derivative works from the Service's tools or templates and distribute these for internal use but may not distribute these derivative works externally for any commercial or resale purposes.

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Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

- record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
- use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- post any Service to any other online service (including bulletin boards or the Internet);
- sublicense, lease, sell, offer for sale or assign the Service; or
- utilize Info-Tech research to create, train, or otherwise advance generative artificial intelligence (AI), large language models (LLMs), machine learning algorithms or software, and other technological innovations for the production of derivative works, compilations, collective endeavors, or any other purpose.
- use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

### 3. Users

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of any password(s) and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889. If you are an organization that is party to a service agreement with Info-Tech, references in these Terms of Use to "User(s)" include you, and you are responsible for compliance by named individual Users within your organization with these Terms of Use.

### 4. User Perspective

For the benefit of all Users, Info-Tech's research services includes the ability for Users to (i) participate in the creation of research by contributing User perspective for publication on Info-Tech's websites and (ii) participate in industry-specific community groups and other forums by contributing discussion posts. All such contributions are voluntary with full consent of the User. If your account is used to contribute content to Info-Tech's websites, (collectively, "User Contributions"), you agree to accept sole responsibility for those User Contributions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein. To the extent Users contribute any feedback to Info-Tech (as User Contributions or otherwise), Info-Tech may use that feedback to assess, improve, and market its products. To the extent Users contribute to research, Info-Tech may incorporate those contributions within the research Services without the necessity of attribution. You grant us and our affiliates a worldwide, irrevocable, royalty-free, nonexclusive license to use, reproduce, create derivative works of, distribute publicly display, and publish User Contributions. You agree you will not attempt to enforce any so-called "moral rights" in User Contributions against us or our affiliates.

By using Info-Tech's research services, you agree that none of your User Contributions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, User Contributions on Info-Tech's Web sites are not Confidential Information.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Contributions, we reserve the right to pre-screen and/or monitor User Contributions. If we become aware of User Contributions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

If you believe that any User Contributions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please [contact us](#).

## 5. Non-Disclosure of Confidential Information

In these Terms of Use “Confidential Information” means information of a commercially sensitive or proprietary character that is marked as confidential or that a reasonable person would understand to be confidential. The “Disclosing Party” is the party disclosing Confidential Information and the “Receiving Party” is the party receiving Confidential Information. However, Confidential Information does not include information that:

- was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as these Terms of Use and to the extent required by law.

Info-Tech may create or use anonymized data for purposes such as benchmarking, analytics, and other good faith business purposes. Anonymized data is not the Confidential Information of Users.

Client confirms it has express consent to share its employee information with Info-Tech.

## 6. Term

Many of the Services are "subscription" services that have a fixed Term and must be renewed in writing at the end of the term for services to continue. Contractual terms of membership are generally multiple years in length and agreed to by the parties in writing. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit one (1) year after purchase. Info-Tech may terminate a User's access at any time if the User or Client violates the terms of use or subscription or any other agreement with Info-Tech.

## 7. Cancellation

An executed Service Agreement may not be terminated for convenience. Client may terminate a Service Agreement in the event that:

- (a) Info-Tech changes or discontinues Services; and
- (b) Such changes or discontinuance materially affects the User's use of the Services; and

- (c) Client or User notifies Info-Tech of this material affect; and
- (d) Info-Tech is unwilling or unable to reverse such changes within 20-business days.

## 8. Changes

Info-Tech strives to innovate. Info-Tech may update, upgrade or otherwise change or discontinue content, features or other aspects of its Services. Info-Tech will not make changes that cumulatively degrade the quality of a paid subscription to the Services. Info-Tech also reserves the right to change the terms and conditions applicable to your use of the Services, unless Info-Tech has otherwise agreed in a Service Agreement. Use of the Services after such changes shall be deemed to be acceptance by User of such changes. These terms were last revised on February 26, 2024.

## 9. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable, but Info-Tech does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. Info-Tech does not provide legal, accounting or other professional advice, nor should any advice from Info-Tech be construed as such. We encourage you to seek professional advice whenever necessary.

Info-Tech expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although Info-Tech takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, Info-Tech cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

Info-Tech does not endorse third party products or services. Info-Tech assesses and analyzes the effectiveness and appropriateness of information technology in the context of a general business environment only unless specifically hired by a User to assess in the context of their own environment.

## 10. Limitation of Liability

In no event is Info-Tech liable for any special, indirect, consequential, incidental, or punitive damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if Info-Tech has been advised of the possibility of such

damages. Info-Tech's total liability shall in no event exceed the amount paid by the Client for the Service in question.

User and Client acknowledge that Info-Tech has set its prices and sold the Services to it in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if the contract between the Client and Info-Tech is found to have failed in its fundamental or essential purpose or has been fundamentally breached.

## 11. Links to Third-Party Sites

Any third-party sites that are linked to the Services are not under Info-Tech's control. Info-Tech is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Info-Tech provides links as a convenience only and such links do not imply any endorsement by Info-Tech of those sites.

## 12. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

## 13. Governing Law

This site and any service agreement are governed by the laws of the Province of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against Info-Tech shall take place in the courts of the Province of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

## 14. Entire Agreement

These standard Terms of Use, together with any service agreements and statements of work, signed by the parties contains the complete and exclusive statement of agreement between the parties and supersedes all purchase order terms and conditions, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral.

## 15. Privacy

A User's right to privacy is of paramount importance to Info-Tech. See our [Privacy Policy](#) for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

## 16. Contact Information

Attn: General Counsel

Legal@infotech.com

Toll Free US: 1-888-670-8889

Toll Free CAN: 1-844-618-3192

International: +1-519-432-3550