Acceptance of the Terms of Use

Welcome to the website of BIS Research Inc. ("BIS Research,” “we,” “our” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of www.bisresearch.com (this “Website”), including any content, functionality and services offered on or through this Website or otherwise by us (collectively, the “Services”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use this Website. By using this Website or by clicking to accept or agree to these Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy <https://bisresearch.com/privacy-policy-cookie-restriction-mode>, Copyright Policy and Terms of Sale, each of which is incorporated herein by this reference. If you do not want to agree to these Terms of Use or the Privacy Policy, Copyright Policy or Terms of Sale, you must not access or use this Website or any of our Services.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with BIS Research and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use this Website or any of our Services.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of this Website and Services thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction below will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on this Website.

Your continued use of this Website or any Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing this Website and Account Security

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

You are responsible for:
• making all arrangements necessary for you to have access to this Website.

• ensuring that all persons who access this Website through your internet connection are aware of these Terms of Use and comply with them.

To access this Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of this Website that all the information you provide on this Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to, through the use of any interactive features on this Website, is governed by our Privacy Policy <https://bisresearch.com/privacy-policy-cookie-restriction-mode>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity, except as we expressly authorize you. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information, unless you have purchased a ‘Site License’ or a ‘Global (Enterprise) License’ in which case you will be bound by the applicable license restrictions as per our Terms of Sale <https://bisresearch.com/privacy-policy-cookie-restriction-mode>. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use or our Terms of Sale.

**Intellectual Property Rights**

This Website and its entire contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by BIS Research, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use this Website and our Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

• the specific terms of your license in conformance with our Terms of Sale.
• your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

• you may store files that are automatically cached by your Web browser for display enhancement purposes.

• you may print or download one copy of a reasonable number of pages of this Website (except for any subscription-based materials and reports we sell through this Website, which will be governed by our Terms of Sale for your own personal, non-commercial use and not for further reproduction, publication or distribution.

• If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

• If we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not:

• modify copies of any materials from this Website.

• use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

• delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of this Website or any services or materials available through this Website.

If you wish to make any use of material on this Website other than that set out in this section, please address your request to: sales@bisresearch.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of this Website in breach of the Terms of Use, your right to use this Website and our Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to this Website or any content on the site is transferred to you, and all rights not expressly granted are reserved by BIS Research. Any use of this Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

Our name, BIS Research logo and all related names, logos, product and service names, designs and slogans are trademarks of BIS Research or its affiliates or licensors. You must not use such marks without the prior written permission of BIS Research. All other names, logos, product and
service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

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

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.

- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

- to impersonate or attempt to impersonate BIS Research, a BIS Research employee, a BIS Research contributor, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).

- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of this Website, or which, as determined by us, may harm BIS Research or users of this Website or expose them to liability.

Additionally, you agree not to:

- use this Website in any manner that could disable, overburden, damage, or impair this Website or interfere with any other party’s use of this Website, including their ability to engage in real time activities through this Website.

- use any robot, spider or other automatic device, process or means to access this Website for any purpose, including monitoring or copying any of the material on this Website.

- use any manual process to monitor or copy any of the material on this Website or for any other unauthorized purpose without our prior written consent.

- use any device, software or routine that interferes with the proper working of this Website.
• introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

• attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of this Website, the server on which this Website is stored, or any server, computer or database connected to this Website.

• attack this Website via a denial-of-service attack or a distributed denial-of-service attack.

• otherwise attempt to interfere with the proper working of this Website.

User Contributions

This Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through this Website.

All User Contributions must comply with the Content Standards <insert link> set out in these Terms of Use.

Any User Contribution you post to this Website will be considered non-confidential and non-proprietary. By providing any User Contribution on this Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

• you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.

• all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not BIS Research, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of this Website.

Monitoring and Enforcement; Termination

We have the right to:

• remove or refuse to post any User Contributions for any or no reason in our sole discretion.
• take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of this Website or the public or could create liability for BIS Research.

• 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 this Website.

• terminate or suspend your access to all or part of this Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through this Website. You waive and hold harmless BIS Research and its affiliates, licensees and service providers from any claims resulting from any action taken by any of the foregoing parties during or as a result of its investigations and from any actions taken as a consequence of investigations by either such parties or law enforcement authorities.

However, we do not undertake to review all material before it is posted on this 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 non-performance of the activities described in this section.

**Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

• contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

• promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

• infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

• violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or
regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy <insert link>.

- be likely to deceive any person.
- promote any illegal activity, or advocate, promote or assist any unlawful act.
- cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- impersonate any person or misrepresent your identity or affiliation with any person or organization.
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our Copyright Policy for instructions on sending us a notice of copyright infringement. It is the policy of BIS Research to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through this Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to this Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users 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 BIS Research, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of BIS Research. 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.

Changes to this Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on this Website may be out of date at any given time, and we are under no obligation to update such material.
Information About You and Your Visits to this Website

All information we collect on this Website is subject to our Privacy Policy <https://bisresearch.com/privacy-policy-cookie-restriction-mode>. By using this Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of Services or information formed through this Website or as a result of visits made by you are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of this Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to this Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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 prior express written consent.

This Website may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on this Website.
- send e-mails or other communications with certain content, or links to certain content, on this Website.
- cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and 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 not:

- establish a link from any website that is not owned by you.
- cause this Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- link to any part of this Website other than the homepage.
- otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.
This Website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

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

Links from this Website

If this Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of this Website is based in the State of California, United States. Access to this Website may not be legal by certain persons or in certain countries. If you access this Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THIS WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THIS WEBSITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THIS WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THIS WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE IS AT YOUR OWN RISK. THIS WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.
RESEARCH NOR ANY PERSON ASSOCIATED WITH BIS RESEARCH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THIS WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER BIS RESEARCH NOR ANYONE ASSOCIATED WITH BIS RESEARCH REPRESENTS OR WARRANTS THAT THIS WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THIS WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

BIS RESEARCH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

In no event will BIS Research, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, this Website, any websites linked to it, any content on this Website or such other websites or any services or items obtained through this Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS BIS RESEARCH, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, 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 ANY OTHER BIS RESEARCH POLICY, OR YOUR USE OF THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, YOUR USER CONTRIBUTIONS, ANY USE OF THIS WEBSITE’S
CONTENT, SERVICES AND PRODUCTS, INCLUDING, BUT NOT LIMITED TO, MARKET REPORTS OR OTHER BIS RESEARCH DATABASES, OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE, OR YOUR USE OF ANY INFORMATION OR PRODUCTS OBTAINED FROM OR THROUGH THIS WEBSITE.

Governing Law and Jurisdiction

All matters relating to this Website and these Terms of Use, our Privacy Policy, Copyright Policy and/or Terms of Sale, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use, our Privacy Policy, Copyright Policy and/or Terms of Sale, or this Website, shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of Fremont and County of Alameda 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.

Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these terms of use or this Website must be commenced within one year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Waiver and Severability

No waiver by BIS Research of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BIS Research to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use, our Privacy Policy, Copyright Policy and Terms of Sale constitute the sole and entire agreement between you and BIS Research Inc. with respect to this Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to this Website.
Your Comments and Concerns

This website is operated by BIS Research Inc. located at 39111 Paseo Padre Parkway, Suite 313, Fremont, CA 94538, USA.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to this Website should be directed to: sales@bisresearch.com.

Thank you for visiting this Website.