



Just The Facts, Inc.TM
Knowledge Is Your Competitive Edge

Just The Facts, Inc. Terms of Use Agreement

This web page represents a legal document that serves as our Terms of Use and it governs the legal terms of our website, <http://justthefacts.com>, sub-domains, and any associated web-based and mobile applications (collectively, "Website or Site"), as owned and operated by Just The Facts, Inc.

Capitalized terms, unless otherwise defined, have the meaning specified within the Definitions section below. This Terms of Use, along with our Privacy Policy, any mobile license agreement, and other posted guidelines within our Website, collectively "Legal Terms", constitute the entire and only agreement between you and Just The Facts, Inc., and supersede all other agreements, representations, warranties and understandings with respect to our Website and the subject matter contained herein. We may amend our Legal Terms at any time without specific notice to you. The latest copies of our Legal Terms will be posted on our Website, and you should review all Legal Terms prior to using our Website. After any revisions to our Legal Terms are posted, you agree to be bound to any such changes to them. Therefore, it is important for you to periodically review our Legal Terms to make sure you still agree to them.

By using our Website, you agree to fully comply with and be bound by our Legal Terms. Please review them carefully as **they may change over time**. If you do not accept our Legal Terms, do not access and use our Website. If you have already accessed our Website and do not accept our Legal Terms, you should immediately discontinue use of our Website.

Definitions

The terms "us" or "we" or "our" or "**JTF**" refers to Just The Facts, Inc., the owner of the Website.

A "Visitor" is someone who merely browses our Website, but has not registered as Member.

A "Member" is an individual that has **engaged with us to use and/or support our Service(s) for specific purposes such as a client, respondent in our research or a 3rd party research affiliate, sub-contractor of Just The Facts, Inc. Other "Members" may include other parties and are not limited to the preceding examples cited.**

Our "Service" represents the collective functionality, **features, services, products and consulting** as offered through our Website to our Members, **Customers and non-Customers and others not otherwise specified herein.**

A "User" is a collective identifier that refers to either a Visitor or a Member.

All **logos, trademarks, artwork**, text, information, graphics, audio, video, and data offered through our Website are collectively known as our "Content" **and are protected under US and international laws.**

Legal Compliance

You agree to comply with all applicable **US state**, domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. Just The Facts, Inc. reserves the right to investigate complaints or reported violations

of our Legal Terms and to take any action we deem appropriate, including but not limited to **blocking your ability to access our website**, canceling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

Intellectual Property

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks **for any reason**, without the prior written permission of the corresponding service mark/trademark by **Just The Facts, Inc, in writing**. Our Website is also protected under international copyright laws. The copying, redistribution, use or publication by you of any portion of our Website is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind in our Website.

Links to Other Websites

Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. Just The Facts, Inc. has no control over the legal documents and privacy practices of third party websites; as such, **your access of** any such third party websites at your own risk.

Participants in JTF Surveys, Online Surveys, Focus Groups, Online Focus Groups, Interviews-IDs, Panel Participation Requirements or any other research conducted by JTF.

Your ability to participate in the Services is expressly conditioned upon your compliance with this Agreement and with all policies and guidelines applicable to the Services that JTF may make available from time to time. In the event of your noncompliance, fraud, or other inappropriate activity (as determined by JTF in its sole discretion), JTF may cancel or invalidate your accounts, registrations, and any incentives or rewards, or restrict, block, limit, and prevent your access to and use of the Services and, further, all incentives and rewards shall be subject to forfeiture.

Non-Use and Nondisclosure

Information and content made available to you in participating in any of our Services may contain trade secrets or other confidential or proprietary information of JTF and/or JTF's clients or other third parties with whom JTF has developed a relationship. You must hold in strict confidence and not disclose to any other person any information and content that you access or learn in connection with your participation in any survey, focus group, interviews, project, questionnaire, or other market research activity related to the Services JTF offers to its clients. You must not share with others, or use

any such information or content for any purpose other than your participation in the Services in accordance with this Agreement. You hereby agree to notify JTF immediately if you learn of or suspect any use or disclosure of, or access to, any such information or content other than as specifically authorized in this Agreement.

Your Obligations

You may provide information to JTF in connection with your participation in market research or otherwise in connection with JTF Services, including providing survey responses, interviews, focus groups, ideas, feedback, or other information or content, or participating in online communities ("User Content"). By providing any User Content, you represent and warrant that you have the lawful right to provide it, and that it is accurate and complete. You further agree to the following:

- You must at all times comply with all applicable laws, rules, regulations, and orders, and not cause JTF to violate any laws, rules, regulations, or orders.
- You agree to (a) provide accurate, current and complete information about you as may be prompted by any applications or forms regarding JTF Services; (b) maintain the security of your password and login credentials; and (c) maintain and promptly update the information you provide during registration, and any other information you provide to JTF, so as to keep it accurate, current and complete.
- You agree to participate in good faith and to the best of your ability in any market research activities in which you participate in connection with the Services. You will not provide false or misleading data, including without limitation, survey responses that are inconsistent with prior responses or statistically improbable.
- You agree not to provide or send any information to JTF or otherwise make any use of this Site or Services that:
 - uses any part of this website for your own, or others purposes, including wording, descriptions, images, photos, logos, trademarks or any other material on this Site
 - is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, false, inaccurate, misleading, fraudulent, or impersonates or misrepresents an affiliation with any person or entity;
 - would violate an obligation of confidentiality or the rights of any person or entity, or that would otherwise create liability or violate any local, state, national, or international law;
 - infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any person or entity, or impersonates a third party or falsely implies that you are employed by or otherwise authorized by JTF;
 - contains or collects any private information of any person or entity, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
 - contains any viruses, corrupted data or other harmful, disruptive, or destructive files or information;
 - contains any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication; or

- in the sole judgment of JTF, is objectionable, does not reflect your good faith efforts to be responsive to survey or market research questions, or which may expose JTF or its licensors, suppliers, or clients to liability of any type.

You further understand and agree that you have no ownership rights in materials you submit to us, or other access to the Services or features therein. JTF may cancel your participation in research we conduct, or research account and delete all User Content associated with your account at any time, and without notice, if JTF deems that you have violated this Agreement, the law, or for any other reason. JTF assumes no liability for any information removed from the Services, and reserves the right to permanently restrict access to the Services or a user account.

Use of JTF Contact Form or Email Correspondence with JTF

- Any emails, correspondence or communications sent to JTF that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, false, inaccurate, misleading, fraudulent, or impersonates or misrepresents an affiliation with any person or entity at JTF is a violation of this SITE's usage, and where appropriate will be provided to legal authorities for investigation and legal remedy
- JTF contact forms are to be used only for legitimate business communication and inquiry for potential research with clients or prospective clients.
- Mis-representation (aka "pre-texting") in any correspondence to JTF is not acceptable; nor is unsolicited promotions, emails for services being offered to JTF by other 3rd parties. Your correspondence with JTF will be blocked and depending on circumstances reported to appropriate authorities for legal action.

General Terms

Our Legal Terms shall be treated as though it were executed and performed in Illinois, United States and shall be governed by and construed in accordance with the laws of Illinois, United States without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of Just The Facts, Inc. under our Legal Terms shall survive the termination of our Legal Terms.

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