

- 1. Acceptance of the Terms of Service**

By accessing, linking to, or using this site you confirm your acceptance of these Terms of Service (the “TOS”). Instant Information, Inc. (“II”) reserves, and shall have, the right to amend, remove, or add to the TOS at any time. Such amendments shall be effective immediately. Your access, link to, or use of the Services (as defined below), after the posting of to the amended TOS will constitute your acceptance of the TOS, as amended.
- 2. Applicability of the TOS**

The TOS concern only the legal relationship, if any, between II and users of this site who do not subscribe to this site’s services or those who do did not enter into a separate, superseding written contractual agreements with II.
- 3. Description of Services**

II provides you with a multitude of resources, including a revolutionary search engine for the acquisition of information from a variety of financial and economic analytic sources, and the ability to perform personalized searches for your unique needs (the “Services”).
- 4. Third-Party Content**

As part of the Services, II may occasionally link to, or promote web sites, services, content or data from other companies or offer the user the ability to download digital files created by other companies (the “Third-Party Content”). II takes rigorous steps to verify and validate the truthfulness and accuracy of information contained in the Third-Party Content, however, the Third-Party Consent is ultimately under the control, and are the sole responsibility, of the owners and operators of such other companies. You agree that II is not responsible for, and does not control Third-Party Content, and that II shall have no liability for any misinformation, inaccuracies contained therein, or for any damage you may suffer as a result of relying on Third-Party Content. You further agree that any use of financial information, including, but not limited to, for investment purposes or purchase of commodities, futures, equity, debt, or foreign currency, shall be made at your sole discretion and risk. II EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF ANY THE CONTENT PROVIDED, OR AS TO THE FITNESS OF ANY INFORMATION PROVIDED FOR ANY PURPOSE.
- 5. Use of Services**

You agree that you shall not use the Services for any illegal purpose or in any manner not consistent with the TOS.
- 6. Indemnity**

You agree to defend, indemnify and hold harmless, II and affiliates together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses, including reasonable attorney’s fees and costs, arising out of your use of the Services, any breach or alleged breach of the TOS or any infringement of the copyright, trademark, service marks, proprietary or other rights of any third parties.

## 7. Proprietary Rights

You acknowledge and agree that the Services and any software used in connection with the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Third-Party Content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You further agree not to resell or distribute any of the said protected information or Third-Party Content to any third party or to use it in any way which may cause any kind of damage to II or infringe on the property rights of owners of such protected information or Third-Party Content.

## 8. Trademarks

“InfoNgen,” is a trademark of Instant Information, Inc. All rights are reserved. All other trademarks which you may encounter while using the Services are the property of their respective owners.

## 9. Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND ACKNOWLEDGE THAT THE SERVICES, INCLUDING, BUT NOT LIMITED TO, CONTENT, SERVICES, GOODS, OR ADVERTISEMENTS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOU FURTHER AGREE THAT II MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

## 10. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS, II AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF II WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM ANY USE OF THIS SITE AND SERVICES.

## 11. Termination

You agree that II, in its sole discretion, may terminate, change or limit all or any of the Services, or their availability to you, notice at any time and without prior notice, with or without cause.

## 12. Copyrights and Copyright Agent

II respects the rights of all copyright holders and has implemented a policy that provides for the protection of the rights of copyright holders. If you believe that your work has been used in a way that constitutes copyright infringement, please provide II’s Copyright Agent the following information required by the Online

Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) 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 us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact the complaining party;
- (v) 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
- (vi) 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.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

Copyright Agent  
Instant Information, Inc.  
40 Fulton Street, 24th Fl,  
New York, NY 10038  
Phone: 212 328 7227  
Fax: 212 513 1859  
Email: [feedback@infongen.com](mailto:feedback@infongen.com)

### **13. Entire Agreement**

These TOS constitute the entire understanding and agreement between you and II with respect to the subject matter hereof.

### **14. Headings**

The descriptive headings contained in these TOS are for convenience only and shall not affect the meaning or interpretation of these TOS.

### **15. Partial Invalidity**

If any provision of these TOS is invalid, such invalidity shall not in any way effect the validity and enforceability of all the other terms and conditions of the TOS.

### **16. Governing Law**

These TOS shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties agree and consent to the exclusive jurisdiction of, and venue in, the courts located in New York County, New York.