Terms of Service

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These Terms of Service (the "Terms") govern your use of the Edgy platform and the reports, surveys, expert sessions and tools we sell through it and through businessingenuityinc.com (together, the "Services"). The Services are provided by Business Ingenuity, Inc., a California corporation, 12935 Alcosta Boulevard, Unit 3165, San Ramon, California 94583 ("Business Ingenuity", "we", "us").

By creating an account, placing an order, or using the Services, you agree to these Terms on behalf of the organization you represent, and you confirm that you have authority to bind it. If you do not agree, do not use the Services.

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1. Who the Services are for

The Services are intended for businesses and other organizations, not for personal, family or household use. You must be at least 18 years old and acting for an organization to create an account.

If you have signed a separate written agreement with us (for example, a contract for invoiced, bulk or custom work), that agreement governs where it conflicts with these Terms.

2. Your account

- You must give accurate information when you register, including your company name and website, and keep it up to date. We use your company details to prepare your reports.
- Each account belongs to a workspace for one organization. Your workspace is your organization's own area of the Edgy platform, where your purchases, reports and survey data are kept. Keep your password confidential, use two-factor authentication where offered, and do not share sign-in credentials.
- You are responsible for activity under your account and for the people you allow to use it. Tell us promptly at the address in section 19 if you suspect unauthorized access.

3. What we sell

The current product range is described on our product pages and in the platform's Shop. In summary:

- **Research reports** — ExoScan, ExoAnalysis, ExoCLA and ExoRisk. Outside-in analyses prepared from publicly available information. No survey is required.
- **4 Quarterly Updates** — for ExoScan and ExoAnalysis, a series of four reports, one per quarter, paid for once, up front. This is a prepaid series, **not** an automatically renewing subscription. Nothing is charged again after the fourth report.
- **Survey-based diagnostics** — OrgScan and OrgAnalysis. These combine a survey of your organization's people with a diagnostic report. They include survey administration assistance, an updated research report and a short consultation, as described on the product page. Not every product is available to buy at all times.
- **Expert Sessions** — 2-hour and 4-hour live sessions with our consultants, held over Zoom. Sessions can be bought on their own and more than once.
- **Analytics Warehouse** — an interactive analytics tool for your survey data, sold by enquiry for a fixed access term (currently one year from your most recent OrgScan or OrgAnalysis purchase, or one year from the date access is granted if you have no such purchase or that year has already ended, unless a

different term is agreed in writing).

- **Bulk and other work** — quantities, products or custom reports not listed for self-service purchase are quoted by enquiry and agreed in writing.

We may change, add, pause or withdraw products at any time. A change does not affect an order we have already accepted, except as described in our Refund & Cancellation Policy.

4. Prices, payment and taxes

- Prices are in US dollars. The price that applies is the one shown to you at checkout, or the price in a written quote or agreement.
- Self-service purchases are paid in full, up front, through Stripe's hosted checkout. Your card details are entered on Stripe's pages and are handled by Stripe. We do not receive or store full card numbers. Stripe's own terms and privacy policy apply to the payment.
- Receipts for your purchases are available in your workspace.
- Enquiry, bulk and contracted sales are invoiced on the terms of the relevant quote or signed agreement.
- Prices do not include sales, use, value-added or similar taxes unless stated. You are responsible for any such taxes that apply.
- By placing an order you authorise us, through Stripe, to charge your chosen payment method the price shown at checkout (plus any applicable taxes shown there).
- An order is accepted when payment succeeds and the purchase appears in your workspace. If a payment is declined, fails or is reversed, the order is not accepted and nothing is delivered. We may also decline or cancel an order, refunding anything collected, where a payment cannot be verified.

5. Delivery

- **Reports** are delivered inside your workspace, where you can view them and download a copy. We email you when a report is ready. Please allow up to **5 business days** from purchase. Most reports are ready sooner.
- **4 Quarterly Updates** are delivered on a schedule of four reports, one about every three months, starting from your purchase. We may agree a different schedule with you.
- **Survey-based products** depend on your survey. The report is prepared after the survey closes, so delivery timing depends on when your survey is launched, how long it stays open and how many people respond.
- **Expert Sessions** are scheduled with you after purchase. We aim to contact you within 1 business day to agree a date and time. The preferred time you give at purchase is a request, not a confirmed booking.

- **Analytics Warehouse** access is granted to your workspace after the sale is agreed and lasts for the agreed term.

If a report cannot be generated or is materially incomplete, our Refund & Cancellation Policy explains what we will do.

6. Surveys

If you buy a survey-based product:

- **You invite your people.** Survey invitations must come from inside your organization, sent from your own email or internal channels. We help you set up the survey and give you a link and QR code to share. We do not email your employees for you.
- **You are responsible for having the right to survey your people.** That includes any notice, consultation or consent that your policies or the law require, including works-council or union consultation where it applies. You also decide which demographic questions (for example location, department, role or tenure) are appropriate to ask.
- **Responses are collected without asking respondents for their names.** Results are reported to you in aggregate. To protect anonymity, groups of fewer than 3 respondents are not shown separately in breakdowns. Even so, small groups can make individuals identifiable, so please choose demographic breakdowns with care.
- Respondent guidance (for example about 100 respondents for OrgScan) is a guide to the scope the price assumes, not a hard limit. Surveys that go far beyond it may be discussed with you commercially.
- Please do not ask respondents for sensitive information (such as health, religion or other special-category data) or collect it in free-text answers.

How we handle survey data is described in our Platform & Survey Data Notice.

7. AI-generated reports: what they are and are not

Our reports are produced with Edgy, an AI-powered analysis engine built on the Natural Synergy framework. Please read this section carefully. It explains what you can rely on a report for.

- **Research reports are based on publicly available information that we have not independently verified.** ExoScan, ExoAnalysis, ExoCLA and ExoRisk are prepared by AI models reading public sources such as news, company websites, filings and market data. They can contain errors, omissions, outdated figures or mistaken inferences, and nobody checks every statement against its source.

- **Survey-based figures come from your data.** OrgScan and OrgAnalysis metrics are calculated from the responses your people submit. They are only as representative as those responses, and the narrative interpretation around them is AI-generated.
- **Information is time-sensitive.** Market, financial and news data reflect the dates noted in the report and should be refreshed before you rely on them.
- **Reports are not professional advice.** They are prepared for strategic discussion. They are not investment, legal, tax, accounting, employment or other professional advice. Business Ingenuity is not a registered investment adviser, and no report is a recommendation to buy, sell or hold any security.
- **Decisions are yours.** You are responsible for how you use a report and for any decision you make with it. Verify anything material before you act on it.

8. Ownership and your licence to use reports

- **Ours:** the platform, the Edgy engine, the Natural Synergy framework, our methodology, questionnaires, templates, scoring and report designs belong to Business Ingenuity or its licensors. Nothing in these Terms transfers them to you.
- **Yours:** you keep ownership of the information and survey data you provide to us.
- **Your licence to reports:** when you have paid for a report, we grant you a non-exclusive, non-transferable licence to use it for your organization's internal business purposes. Reports are marked Confidential. You may not reproduce, publish, resell or share a report with third parties without our prior written consent. The exception is your professional advisers, who must be bound to keep it confidential.
- **Our licence to your data:** you allow us to use the information and survey data you provide to deliver, support and secure the Services. We may also use survey results in de-identified, aggregated form, from which no organization or individual can be identified, to build benchmarks and improve our methodology.
- **Feedback:** if you send us suggestions, we may use them without obligation to you.

9. Acceptable use

You agree not to, and not to let anyone else:

- share account credentials, or let people outside your organization use your workspace;
- copy, scrape, reverse engineer or try to extract our methodology, question sets, scoring mappings or model prompts, or use the Services to build a competing product;
- use bots or automated means to access the Services, except through features we provide for that purpose;

- probe, scan or test the security of the Services, or get around any access control, usage limit or pre-launch restriction;
- upload unlawful, infringing or malicious content, or personal data you have no right to share;
- use a report to harass, defame or mislead anyone, or present it as independently audited or verified;
- resell or white-label the Services or reports without a written agreement with us.

10. Confidentiality

Each of us will keep the other's non-public information confidential. Each will use it only for the purposes of these Terms, and will protect it with at least reasonable care. This does not apply to information that is public through no fault of the recipient, that was already known to the recipient, that the recipient received lawfully from a third party, or that the recipient developed independently. Either of us may disclose confidential information where the law requires, with notice to the other where the law allows.

11. Third-party services

We rely on third parties to provide parts of the Services. These include payment processing (Stripe), hosting, email delivery, AI model providers, public-data and news sources, and video conferencing (Zoom) for Expert Sessions. Their availability is outside our control. Where you deal with them directly, for example when you pay on Stripe's checkout or join a Zoom call, their own terms also apply. See the Platform & Survey Data Notice for the providers that handle personal data.

12. Suspension and termination

- You may stop using the Services at any time, and you may ask us to close your account by contacting us.
- We may suspend or close an account if you breach these Terms, fail to pay an amount due, or if we need to in order to protect the Services, other customers or the law. Where it is reasonable, we will tell you first.
- While an account is suspended, scheduled deliveries (such as remaining quarterly reports) are paused and are not generated.
- Refunds on closure or suspension are governed by the Refund & Cancellation Policy.
- Sections 7, 8 (except the licence to future reports), 10 and 13 to 18 continue after termination.

13. Disclaimers

We will provide the Services with reasonable skill and care. Except as expressly stated in these Terms, and to the fullest extent the law allows, the Services and reports are provided “as is” and “as available”. We make no other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement. We also do not warrant that the Services will be uninterrupted or error-free.

14. Limitation of liability

To the fullest extent the law allows:

- neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue, goodwill or data, however caused;
- our total liability arising out of or relating to the Services is limited to the amount you paid us for the specific product giving rise to the claim in the 12 months before the claim arose.

Nothing in these Terms limits liability that cannot be limited by law, such as liability for fraud.

15. Indemnity

You will defend and indemnify Business Ingenuity against third-party claims arising from: your survey of your people, including any failure to give required notices or obtain required consents; data you provide that you had no right to provide; or your use of a report in breach of these Terms.

16. Changes to the Services and to these Terms

We may update these Terms from time to time. We will post the new version on this page with a new “last updated” date and, for material changes, tell account holders by email or in the platform. We may ask you to accept the updated Terms before you continue to use the Services or make another purchase. Changes apply to purchases made after they take effect. An order already placed stays under the Terms that applied when it was placed.

17. Governing law and disputes

These Terms are governed by the laws of California, without regard to its conflict-of-laws rules. Any dispute will be resolved exclusively in the state or federal courts located in Contra Costa County, California. Before starting formal proceedings, each party will try in good faith to resolve the dispute by talking to the other for at least 30 days.

18. General

- These Terms, together with our Refund & Cancellation Policy, Platform & Survey Data Notice and any order or signed agreement, are the entire agreement between us about the Services.
- You may not assign these Terms without our consent. We may assign them to an affiliate or to a successor to our business.
- If any provision is found unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver.
- Neither party is liable for delay caused by events beyond its reasonable control.
- Notices to us must be sent to the address in section 19. Notices to you may be sent to the email address on your account.

19. Contact

Questions about these Terms, and legal notices, can be sent to synergymatters@businessingenuityinc.com. Postal address for legal notices: 12935 Alcosta Boulevard, Unit 3165, San Ramon, California 94583.