

# Terms of Use

Last Modified: November 7<sup>th</sup>, 2023

## Acceptance of the Terms of Use

Welcome to the Business Intelligence for Trade Enforcement (BITE) Application, owned and operated by NU Border LLC (“BITE,” “NU Borders” “we,” “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of the BITE Application(s), our APIs, mobile app (the “App”), and any other software, tools, features, or functionalities provided on or in connection with our services, provided to you (“Customer”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of [www.bitedata.io](http://www.bitedata.io), including any content, functionality, and services offered on or through it (the “**Application**” or “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the application. **By executing an order for the Application or by clicking to accept or agree to the 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, attached hereto, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, do not access or use the Application.

By using this Application, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, do not access or use the Application.

## Changes to the Terms of Use

We may revise and non-materially 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 the Application thereafter. However, any changes to the dispute resolution provisions will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Application or within the Application.

Your continued use of the Application following the posting of non-materially revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time/frequently/each time you access this Application so you are aware of any changes, as they are binding on you.

## Accessing the Application, Data and Account Security

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

BITE data can be accessed in three ways:

1. Through a web application located at <https://app.bitedata.io>
2. Through an Application Programming Interface (API) integrated with the BITE platform

3. Through an approved third party access point approved by the BITE team, such as RapidAPI and Amazon Web Services Marketplace.

### **For the BITE Web Application:**

The BITE web application can only be accessed once a user account is created and registration is completed by the User at the bitedata.io site.

The BITE web is a subscription-based application, and requires payment in order to access modules that contain data (see Payments section below for modes of payment). All modules and access rights are defined in a separate User Agreement between NU Borders and Customer.

BITE includes the ability to 1) create a 'Team' account that includes multiple users and 2) assign Administrators for the Team account

BITE cannot be held responsible for the actions of Team Administrators.

You are responsible for the following:

- Ensuring you and users within your team are in the correct 'Team' account on the BITE application
- Ensuring that all persons who access the Application through your internet connection are aware of these Terms of Use and comply with them.

To access the Application 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 the Application that all the information you provide on the Application is correct, current, and complete. You agree that all information you provide to register with this Application or otherwise, including, but not limited to, through the use of any interactive features on the Application, is governed by our **Privacy Policy** 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. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Application or portions of it using your user name, password, or other security information. 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.

### **For the BITE API:**

Users will need to register an account using the same process as the web-based application, and request a Service Account. Once a Service Account has been requested, the BITE team will provide instructions for accessing the API and data stored in the platform.

A separate payment structure exists for the API and will be communicated to User by the team, based on User's needs. A separate contract will be executed between User and BITE team / NU Borders LLC, that will outline any additional Terms and Conditions. All terms and conditions

remain per this agreement, in addition to those outlined in the contractual agreement that will be executed.

### **For Third Party Data Providers**

Users can access BITE data through approved data providers. At this time, the following are approved to provide BITE data to end users:

1. RapidAPI - <https://rapidapi.com/hub>
2. AWS Marketplace - <https://aws.amazon.com/marketplace>

Any additional terms and conditions, as well as payment mechanisms, are outlined on the third party data providers site.

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.

### **Intellectual Property Rights**

The Application 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 the Company, 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 the Application in support of your business functions. 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 Application, unless approved by NU Borders, except as follows:

- 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.
- 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 may take such actions as are enabled by such features.
- If certain subscriptions made available on the Application allow for download of material

You must not:

- Modify copies of any materials from this site.
- 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.

If accessing the BITE API or via a third party data provider, Users may NOT download and store the entire contents of the BITE databases or data that they access, unless approved by the BITE Team.

Data can not be reproduced and re-sold from the BITE platform, and/or user for other commercial purposes.

If you wish to make any use of material on the Application other than that set out in this section, please address your request to:

NU Borders LLC

1037 Pleasant St., Bridgewater

MA, 02324

Email: bite@nuborders.com

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Application or data stored within the BITE databases in breach of the Terms of Use, your right to use the Application and its associated data will stop 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 the Application or any content on the Application is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Application 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**

The Company name, the terms [COMPANY TRADEMARKS], the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Application are the trademarks of their respective owners.

### **Prohibited Uses**

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

- 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 that does not comply with the Content Standards set out in these Terms of Use.

- To transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email 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 the Application, or which, as determined by us, may harm the Company or users of the Application, or expose them to liability.

Additionally, you agree not to:

- Use the Application in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application.
- Use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any of the material on the Application.
- Use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Application.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer, or database connected to the Application.
- Attack the Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Application.
- Hold NU Borders or the BITE platform liable for any resulting loss (physical or monetary), damages, lost profit, or any other negative or consequential damages of any kind whatsoever based on the analysis and deliverables described within this document.
- Not leverage or summon any personnel at NU Borders to support any legal action or coercive action in support of their business operations or dealings at any time, unless directed by a court of law.

At no time should data or results that emanate from the BITE platform, be viewed as an accusation, admission of guilt or any other investigative or legal direction. Customer may interpret and use the data and results in support of their business operations but shall not hold NU Borders culpable for any resulting action based on outcomes identified through the use of the BITE platform.

Data can not be reproduced and re-sold from the BITE platform, and/or user for other commercial purposes.

### **User Contributions**

The Application 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 the Application.

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

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Application, 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 the Company, have full 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 the Application.

### **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 the Application or the public, or could create liability for the Company.
- 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 the Application.

- Terminate or suspend your access to all or part of the Application in accordance with the Disputes Clause (Contract Disputes Act), including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully 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 the Application. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Application, 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 nonperformance 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 that 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 ([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 [LINK TO COPYRIGHT POLICY] for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

## **Reliance on Information Posted**

The information presented on or through the Application 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 the Application, or by anyone who may be informed of any of its contents.

This Application may include content provided by third parties, including materials provided by other users, bloggers, 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 the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. 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 the Application**

We may update the content on this Application from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Application 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 the Application**

All information we collect on this Application is subject to our Privacy Policy. By using the Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **Linking to the Application 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 express written consent.

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

- Link from your own or certain third-party Applications to certain content on this Application.
- Send emails or other communications with certain content, or links to certain content, on this Application.
- Cause limited portions of content on this Application to be displayed or appear to be displayed on your own or certain third-party Applications.



You may use these features solely as they are provided by us 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 Application that is not owned by you.
- Cause the Application or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Application other than the homepage.
- Otherwise take any action with respect to the materials on this Application that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. 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 the Application**

If the Application 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 Applications linked to this Application, you do so entirely at your own risk and subject to the terms and conditions of use for such Applications.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Application 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 our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 THE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY APPLICATION LINKED TO IT.

YOUR USE OF THE APPLICATION, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION IS AT YOUR OWN RISK. WE WARRANT THAT THE APPLICATION, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH APPLICATION, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH

THE APPLICATION WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE APPLICATION, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE APPLICATION. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE APPLICATION, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY 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 THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR INDIRECT DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APPLICATION, ANY APPLICATIONS LINKED TO IT, ANY CONTENT ON THE APPLICATION OR SUCH OTHER APPLICATIONS, INCLUDING ANY 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 LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Reserved.**

**Governing Law and Jurisdiction**

All matters relating to the Application and these Terms of Use, 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 Federal laws of the United States.

**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 THE APPLICATION MUST BE COMMENCED WITHIN SIX (6) YEARS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver by the Company of any term or condition set out 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 the Company 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.

**Subscription, Payments, Terminations, Cancellations, Refunds**

BITE modules and services can be purchased through the following methods:

1. Contract based payment using a Business to Business contract with NU Borders LLC. Terms and prices will be worked out prior to agreement, and will be documented in a business to business contract, signed by both parties.
2. Online subscription purchased through the BITE web application. Users can purchase subscription to access modules on the BITE platform through the online transactional processing services.
3. Through third party data providers approved by NU Borders LLC

**Payment**

For Contract-based (Business to Business) agreements, payment terms will be spelled out in the contract made between NU Borders LLC and the customer.

For payments made through the web application, subscriptions need to be purchased prior to access being provided. Payment is made via ACH or Credit card, and access is provided as soon as payment is made, for a duration spelled out in the online module subscription description.

For payments through third-party data providers, instructions for payments and terms of user are dictated by the approved third-party data provider.

### **Termination / Cancellation**

1. For Contract-based agreements (Business to Business), termination clauses within the respective contract between NU Borders LLC and Customer will dictate service and subscription cancellation / termination processes.
2. For online subscriptions purchased directly through the web application, users can terminate subscriptions at any point by accessing their subscription portal on their account (or requesting their Team Admin to do so), and cancelling the subscription(s). Users will be able to access the module they have cancelled until the end of the month, but their access will not be renewed after month end.
3. For third party data providers, all cancellation and termination clauses are outlined in the agreement with said third party data provider.

### **Refund**

BITE users will not be provided a refund for their contract-based or monthly subscriptions – users have the ability to cancel at any time, and will have access through to the end of the month for which they have cancelled. However no monetary returns will be provided, and no license renewals will occur until the user(s) signs up for a new subscription or contract.

In extenuating circumstances, users/customers may contact the BITE team to discuss a refund. The possibility and amount of refund will be decided between the BITE / NU Borders team and customer/user, and will require sign off from the Chief Executive Officer at NU Borders LLC, should a refund be allowed in extenuating circumstances. Customer / user will be advised in writing as to the amount of the refund, and the method that they will receive it.

### **Entire Agreement**

The Terms of Use and referenced policies constitute the sole and entire agreement between you and Nu Borders LLC regarding the Application and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Application.

### **Your Comments and Concerns**

This Application is operated by NU Borders LLC located at 1037 Pleasant St. Bridgewater MA 02324.

All other feedback, comments, requests for technical support, and other communications relating to the Application should be directed to: [bite@nuborders.com](mailto:bite@nuborders.com)