



SpotGenius

SpotGenius Website Terms of Service

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SpotGenius Website Terms of Service

Definitions

This website ("website") is owned and operated by Visint Inc. DBS SpotGenius ("SpotGenius"). The terms "we", "us", "our" and "ours" when used in these Terms of Service mean SpotGenius, which includes subsidiaries, segments, affiliates or companies under common ownership or control of SpotGenius. The terms "you", "your" and "yours" when used in these Terms of Service mean any user of this website.

Agreement

Access to and use of this website and the information, materials, products and services available through this website are subject to all applicable laws and regulations and to these Terms of Service.

By accessing this website, you agree to these Terms of Service which form a legally binding agreement. If you do not agree, please exit this website.

These Terms of Service may be changed by us from time to time without specific notice to you. The latest Terms of Service will be posted on the website, and you should always review these Terms of Service prior to using the website to ensure that you have a current understanding of the Terms of Service under which you are permitted to access this website. If you cannot access the Terms of Service via the internet, we can provide the most recent Terms of Service by email upon request.

ACCESS TO THIS WEBSITE (OR PORTIONS THEREOF) AND THE USE OF INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED THROUGH THIS WEBSITE (OR PORTIONS THEREOF), IS NOT INTENDED, AND IS PROHIBITED, WHERE SUCH ACCESS OR USE VIOLATES APPLICABLE LAWS OR REGULATIONS.

Minors

This website is a business and commercial site. As such, it is not intended for children or minors.

Product & services information

All references on this website to information, materials, products and services apply to information, materials, products and services available in the countries or jurisdictions specified with respect to such information only, unless otherwise stated. Nothing in this website constitutes an offer to buy or sell our products or services in any jurisdiction. This website is for informational purposes only.

Ownership

Unless otherwise indicated, this website and its design, text, content, selection and arrangement of elements, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to this website ("Elements") are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights and are the property of SpotGenius or are included with the permission of the rights owner and are protected pursuant to copyright and trademark laws.

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Trademarks

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Hyperlink disclaimer

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We are not responsible for the actions, content, accuracy, opinions expressed, privacy policies, products or services provided through these links or made available through these resources or appearing in such third party websites, nor for any damages or losses, directly or indirectly, caused or alleged to have been caused as a result of your use or reliance on such third party websites.

Such third party websites are not investigated, monitored or checked for accuracy, completeness or conformance with applicable laws and regulations by us. We do not make any representations whatsoever, or give any warranties of any kind, expressed, implied, or otherwise about any websites which you may access through this website, the content thereof, or the products and/or services made available through such websites. If you decide to leave our website and access these other websites, you do so at your own risk. All rules, policies (including privacy policies) and operating procedures of such websites will apply to you while on such websites.

Links from other websites

Any link to this website without our written permission is prohibited. Notwithstanding authorization to link to this website, linking to any page other than the home page is prohibited, unless authorized in writing by SpotGenius. Persons providing access to this website via link from another website are solely responsible for the content, accuracy, opinions expressed, privacy policies, products or services of, or available through, the source website and for any representations made or impressions created concerning SpotGenius.

Authorization by us to link to this website is given without assumption of any liability by us relating to such links, and we hereby disclaim any such liability. We reserve the right to withdraw any authorization to link to this website at any time and for any reason.

Anyone providing access to, or information relating to this website, whether by link or otherwise, is responsible for bringing these Terms of Service to the attention of the person receiving such access or information. Failure to do so will not result in liability for us.

Data protection consent

By agreeing to these Terms of Service, you acknowledge you have read and understood the terms of our Privacy Policy and that you agree with it.

With the exception of Personal Data, any communication or material you post or transmit to us over the Internet is, and will be treated as non-confidential and non-proprietary. Upon the transmission of any personal information to us, you expressly grant permission to us to disseminate and/or use such information for any lawful purpose as detailed in our Privacy Policy.

Posting or transmitting of any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violation of any law is strictly prohibited.

We reserve the right to monitor your communications with us whether by mail, voice, email or any other form of transmission for the purposes of quality control, security and other business needs.

Notwithstanding the foregoing, all personal data provided to us as a result of access to this website will be handled in accordance with our Privacy Policy.

No warranties

THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, SPOTGENIUS, ITS AFFILIATES, SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, SPOTGENIUS, ITS AFFILIATES, SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU OR YOUR COMPANY AND SPOTGENIUS, ITS AFFILIATES, SERVICE PROVIDERS AND LICENSORS HEREBY DISCLAIM (A) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE OPERATION OF THIS SITE OR ANY PART OF IT; (C) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THIS SITE OR ITS AVAILABILITY AT ANY PARTICULAR TIME OR LOCATION; (D) WARRANTIES RELATING TO THE USE, VALIDITY, ACCURACY, CURRENCY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THIS SITE OR ANY INFORMATION PUBLISHED ON THIS SITE; AND (E) WARRANTIES RELATING TO WEBSITES TO WHICH THIS SITE IS LINKED.

It is your responsibility to evaluate (or take professional advice on) the accuracy and completeness of all information, statements, opinions and other material on this website or any website with which it is linked.

Some jurisdictions do not allow the exclusion or disclaimer of certain warranties. Accordingly some of the above disclaimers may not apply to you. We do not seek to exclude or limit liability for fraudulent misrepresentation. Your statutory rights as a consumer, if any, are not affected hereby.

Exclusion of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE, ON BEHALF OF OUR EMPLOYEES, AGENTS, AND CONTRACTORS EXCLUDE LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR ANY WEBSITE WITH WHICH IT IS LINKED. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACKUP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS COMPREHENSIVE LIMITATION OF LIABILITY APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, SO THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF SPOTGENIUS, ITS AFFILIATES, AND LICENSORS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT

OTHERWISE WOULD HAVE BEEN LIMITED, SHALL NOT EXCEED \$100. WE DO NOT SEEK TO EXCLUDE OR LIMIT LIABILITY FOR FRAUDULENT MISREPRESENTATION.

Indemnity and release

You agree to indemnify, release and hold us harmless as well as our officers, directors, agents, representatives and employees from any claim, liability, loss, expense or demand, including legal fees, related to your violation of these Terms of Service or your access or use of this website or any of the information, materials, products or services available through this website.

Modification and discontinuation

We reserve the right at any time and from time to time to modify, delete, suspend or discontinue, temporarily or permanently this website (or any portion thereof) and/or the information, materials, products and/or services available through this website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this website.

Entire understanding

These Terms of Service contain the entire understanding between you and us with respect to this website and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement. Our failure to enforce any provision of these Terms of Service shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of these Terms of Service shall remain in full force and effect.

Waiver

SpotGenius' failure at any time to require performance of any provision of these Terms of Service or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by SpotGenius of any breach of any provision of these Terms of Service or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Service.

Law & Jurisdiction

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We make no representation that the information contained herein is appropriate or available for use in other locations outside the United States.

You agree that the laws of Illinois shall govern any controversy or claim of whatever nature arising out of or relating to the use of this website, without regard to any conflict of laws provisions. All actions or proceedings arising out of or relating to these Terms of Service, their validity, performance, enforcement or breach, or the subject matter of these Terms of Service may be venued in Illinois and you hereby irrevocably consent and submit yourself to the personal jurisdiction of said courts for all such purposes. Notwithstanding the foregoing, we retain the right to bring legal proceedings in any jurisdiction where we believe that breach of this agreement is taking place or originating.

Contacting us

If you have any questions regarding these Terms of Service or any other matter, you may contact us by emailing info@spotgenius.com or writing to us at SpotGenius, 1910 S. Highland Ave. Suite 330, Lombard, IL 60148.

Cookie Policy

This Cookie Notice (Notice) explains how SpotGenius uses cookies and other tracking technologies on and through our website www.spotgenius.com.

This Notice is to be read alongside the [SpotGenius Privacy Policy](#) which explains how SpotGenius uses personal information. If you do not accept our use of cookies please disable them following our guidance below.

What are web cookies?

Cookies are pieces of information or code that a website transfers to or accesses from your computer or device to store, and sometimes track, information about you. Cookies let websites remember you and your preferences, manage different features and content, store searches, and personalize content.

Although this Notice refers to the general term “cookie”, which is the main method used by our website to store information, the browser’s local storage space is also used for the same purpose and we may use other tracking technologies through this website such as web beacons, clear GIFs or pixel tags. We usually use such tracking technologies to count users who visit certain pages of our website and to deliver branded services as well as to help determine the effectiveness of promotional campaigns.

As a result, the information included in this Notice is likewise applicable to all such tracking technologies that we use.

You can find out more about cookies at www.allaboutcookies.org.

Why do we use cookies?

1. To let you do things on our website – for example, cookies enable you to fill in application forms or view content.
2. To collect anonymous statistics – the information collected by cookies enables us to improve the website through use of figures and patterns. For example, it is really useful to see which pages of the website – and therefore which of our services – are the most popular and how users are interacting with them.
3. To improve your experience of our website – for example, to prevent you having to re-enter details when you have already done so, or by ensuring that users can find what they are looking for easily.
4. To ensure that our website is secure.

The below provides more information about the cookies we use and why.

Name of Cookie: Various (see table below)

Name of Provider : SpotGenius

Purpose: Various (see table below)

Duration: Various (see table below)

Cookie Name	Provider	Duration	Purpose
XSRF-TOKEN	SpotGenius	Session	Cookie for fraud detection of calls
svSession	SpotGenius	6 months	Session cookie for identification
bSession	SpotGenius	24 hours	Used for system effectiveness measurement
ssr-caching	SpotGenius	24 hours	Performance cookie for rendering
hs	SpotGenius	Session	Security Cookie for Hive (legacy)

Name of Cookie: _zitok

Name of Provider: ZoomInfo

Purpose: First-party cookie set by ZoomInfo to identify unique visitors.

Duration: 730 days

Name of Cookie: Various (see table below)

Name of Provider: hubspot

Purpose: Various (see table below)

Duration: Various (see table below)

Cookie Name	Provider	Duration	Purpose
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hubspotutk	hubspot	6 months	First-party cookie set by Hubspot to identify unique visitors.
__hstc	hubspot	6 months	First-party cookie set by Hubspot to identify unique visitors.
__hssrc	hubspot	Session	Whenever HubSpot changes the session cookie, this cookie is also set to determine if the visitor has restarted their browser.
__hssc	hubspot	30 minutes	This cookie keeps track of sessions. It contains the domain, viewCount (increments each pageView in a session), and session start timestamp.

Name of Cookie: Google Analytics

Name of Provider: Google

Purpose of the Cookie: These cookies are used to collect information about how visitors use our websites. We use the information to compile reports and help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the sites, where visitors have come to the site from and the pages they have visited. [Click here for an overview of privacy relating to Google Analytics.](#)

Duration: 26 months

Name of Cookie: Acceptance cookie

Name of Provider: SpotGenius

Purpose of the cookie: This cookie notes your acceptance of SpotGenius' Cookie Policy and remembers your choice for 1 year.

Duration: 1 year

SpotGenius also uses some cookies which are strictly necessary in order for you to use our services available on our website.

Website Cookie Acceptance

By accepting our cookie notification when you visit the website you consent to our use of cookies as updated from time to time. In particular, you consent to cookies being stored on your computer and/ or mobile device (unless rejected or disabled by your browser).

Click on the links below to find out how to change your cookie settings in:

[Internet explorer](#)

[Firefox](#)

[Chrome](#)

[Safari](#)

[Opera](#)

[iPhone and iPad](#)

[Samsung](#)

UPDATING THIS NOTICE

We may update our use of cookies from time to time and consequently we may update this Notice. We therefore recommend that you check this Notice regularly. We will notify you of any significant changes by way of a notice on our website or by contacting you directly when reasonably possible.