

Terms and Conditions

Created: 22 April 2026

Acceptance of Terms

This is an "Agreement" between you or the entity that you, the "Customer", represent (hereinafter "you" or "your") and Tamcalc Limited trading as MarketSizer (hereinafter "MarketSizer") listed on the Authorisation Form to which this Terms and Conditions document is attached. This Agreement governs the Customer's access to and use of MarketSizer's website, platform, and mobile applications, as well as any further "Services" provided by MarketSizer.

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the "General Terms") and terms and conditions, if any, specific to use of individual services (hereinafter the "Service Specific Terms"). In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Agreement

You must be of legal age to enter into a binding agreement in order to accept the Agreement. If you do not agree to the General Terms, do not use any of our services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding service. You can accept the Agreement by checking a checkbox or clicking on a button indicating your acceptance of the Agreement, or by actually using the services.

Definitions

- **Acceptable Use Policy:** guidelines for proper usage of services.
- **Activation:** the action of unlocking full insights, AI narratives, and workflows for a specific Opportunity, which deducts Credits from your Credit Balance.
- **Affiliate:** any entity that directly or indirectly controls, is controlled by, or is under common control with MarketSizer.
- **Authorisation Form:** document specifying the services provided and fees.
- **Confidential Information:** any non-public information disclosed by either party.
- **Conversion:** as defined in the "Conversion Success Fees" section below.
- **Credits:** the unit of consumption used to access MarketSizer features, including identifying, activating, and tracking Conversions on Opportunities. Credits are denominated in whole units and have no cash value outside the Services.
- **Credit Balance:** the total Credits available in your account at any point in time, comprising both Subscription Credits and Top-Up Credits.

- **Customer Data:** all data submitted by the customer to the services.
- **Data Protection Laws:** GDPR, CCPA, and other applicable data privacy laws.
- **Documentation:** user guides and manuals provided by MarketSizer.
- **Effective Date:** the date the Agreement becomes effective.
- **Fees:** charges for the services as outlined in the Authorisation Form.
- **MarketSizer Services:** online business productivity and collaboration software.
- **Opportunity:** an account or company surfaced by the Services as a potential prospect, ranked by Opportunity Score.
- **Opportunity Score:** the score assigned by MarketSizer to each Opportunity reflecting ICP fit, purchase intent, and win likelihood.
- **Pattern Data:** data derived from the customer's use of the services.
- **Personal Data:** any information that can identify an individual.
- **Personnel:** employees and contractors of MarketSizer.
- **Professional Services:** consulting, training, and other services provided by MarketSizer.
- **Services:** MarketSizer's cloud software and applications.
- **Subscription Credits:** Credits included as part of your subscription plan that refresh on each billing cycle.
- **Subscription Period:** the period during which the customer has access to the services.
- **Top-Up Credits:** Credits purchased separately and in addition to your subscription plan.
- **User:** individuals authorised to use the services.
- **User ID:** unique identifier for each user.
- **Website:** MarketSizer's websites and web-based resources.

Description of Service

We provide cloud software and applications for businesses, including associated offline and mobile applications ("Service" or "Services"). You may use the Services for your personal and business use, or for internal business purposes in the organisation that you represent. You may connect to the Services using any internet browser supported by the Services. You are responsible for obtaining access to the internet and the equipment necessary to use the Services. You can create and edit content with your user account and, if you choose to do so, you can publish and share such content.

Access to and use of Services

You are responsible for maintaining the confidentiality of your User ID and any credentials associated with your use of the Services. You must comply with all applicable laws and MarketSizer's Acceptable Use Policy.

Professional Services

Professional Services may be provided as part of this Agreement. Ownership of all deliverables from these services remains with MarketSizer unless otherwise agreed upon.

Beta Service

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that MarketSizer will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension, or discontinuance of any of the Beta Services for any reason.

Free Trial

If you register for a free trial of one or more Services, MarketSizer will make the applicable Services available to you on a trial basis free of charge until the earlier of (i) the end of the free trial period of the applicable Services (unless terminated earlier by you), (ii) the start date of the paid subscription period for the applicable Services, or (iii) termination by MarketSizer in its sole discretion. Any data that you enter into the Services, and any customisations made to the Services during the free trial, will be permanently lost unless you (i) purchase the corresponding paid subscription plan for the account, (ii) purchase applicable Service upgrades, or (iii) export such data before the end of the trial period. Notwithstanding anything contained in this Section, Services are offered as-is during the free trial, without any warranty, covenant, support, or liability whatsoever, to the extent permitted by law.

User Signup Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organisation and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organisation, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: (i) provide true, accurate, current, and complete information about yourself as prompted by the sign-up process; and (ii) maintain and promptly update the information provided during sign-up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if MarketSizer has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, MarketSizer may terminate your user account and refuse current or future use of any or all of the Services.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make them available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) allow user licences to be shared or used by more than one individual other than by way of reassigning the user licence to a new user; (iv) except as permitted under applicable law, attempt to disassemble, reverse engineer, or decompile the Services; (v) use third party links to sites without agreeing to their website terms and conditions; (vi) post links to third party sites or use their logo, company name, etc. without their prior written permission; (vii) attempt to gain unauthorised access to the Services or their related systems or network; (viii) use the Services in any manner that could damage, disable, overburden, impair, or harm any server, network, computer system, or resource of MarketSizer; (ix) use the Services to send or store material containing software viruses, worms, or other harmful

computer codes, files, scripts, or programs; (x) use the Services in any manner that interferes with or disrupts the integrity, security, or performance of the Services, their components, and the data contained therein; (xi) create a false identity to mislead any person as to the identity or origin of any communication; (xii) host, display, upload, modify, publish, transmit, store, update, or share any information that belongs to another person or entity and to which you do not have any right, including personal or confidential information of any person or entity with respect to which you do not have consent or permission from such person or entity; (xiii) use the Services for transmitting information that is false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person; (xiv) violate any applicable local, state, national, or international law; (xv) use the Services for any form of competitive or benchmarking purposes; or (xvi) remove or obscure any proprietary or other notices contained in the Services.

Spamming and illegal activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of 'junk mail', 'spam', 'chain letters', 'phishing', or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorised activity.

Third party applications

MarketSizer Services integrate with third party applications (hereinafter "Third Party Application(s)"). Access and use of the Third Party Applications may require acceptance of terms of service and privacy policies applicable to such Third Party Applications (hereinafter "Third Party Terms"). You are responsible for reading and understanding the Third Party Terms before accessing or using any Third Party Application. You acknowledge and agree that MarketSizer is not liable for any Third Party Applications. While we will try to provide you with advance notice, whenever reasonably possible, you acknowledge and agree that MarketSizer may, at any time and in our sole discretion, and without any notice to you, suspend, restrict, or disable access to or remove from MarketSizer Services any Third Party Application, without any liability to you, including without limitation for any loss of profits, revenue, data, goodwill, or other intangible losses.

Fees and Payments

The Services are offered under a credit-based pricing model. You are billed for (i) a recurring subscription fee that grants access to the platform and includes a monthly allocation of Subscription Credits, and (ii) any Conversion Success Fees triggered by Opportunities you have activated, charged in Credits as set out in the "Conversion Success Fees" section below. Additional Top-Up Credits may be purchased at any time.

Subscription fees

The Services are available under subscription plans of various durations. Payments for subscription plans of duration of less than a year can be made only by Credit Card. Your subscription will be automatically renewed at the end of each

subscription period unless you downgrade your paid subscription plan to a free plan or inform us that you do not wish to renew the subscription. At the time of automatic renewal, the subscription fee will be charged to the Credit Card last used by you. We provide you the option of changing the details if you would like the payment for the renewal to be made through a different Credit Card. If you do not wish to renew the subscription, you must inform us at least seven days prior to the renewal date. If you have not downgraded to a free plan and if you have not informed us that you do not wish to renew the subscription, you will be presumed to have authorised MarketSizer to charge the subscription fee to the Credit Card last used by you.

From time to time, we may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then-current billing cycle. You will not be charged for using any Service unless you have opted for a paid subscription plan.

Credits and credit-based usage

Credits are deducted from your Credit Balance whenever you take an action within the Services that consumes Credits. The current actions that consume Credits, and the corresponding rates, are set out in the Services and on the MarketSizer pricing page, and may include identifying Opportunities, activating Opportunities, and Conversions. Credit costs may vary based on the Opportunity Score of the relevant Opportunity, with higher-scored Opportunities consuming more Credits.

Subscription Credits are included as part of your subscription plan and are refreshed at the start of each billing cycle. Unused Subscription Credits do not roll over between billing cycles, except where expressly stated in the relevant subscription plan. Top-Up Credits do not expire while your account remains active (whether on a paid plan or on a free tier) and will only be forfeited if your account is closed or deleted.

When Credits are consumed, both Subscription Credits and Top-Up Credits draw from a single Credit Balance. Subscription Credits are consumed first, followed by Top-Up Credits.

All Credit deductions are recorded in an audit trail visible to you within the Services in real time, including the action that triggered the deduction, the Opportunity concerned, and the timestamp.

Conversion Success Fees

In addition to identification and activation costs, a Conversion Success Fee in Credits is charged when an Opportunity that you have previously Activated converts within twelve (12) months of the date of Activation.

For the purposes of this Agreement, a "Conversion" is detected when one of the following occurs:

- MarketSizer detects, through its subscription intelligence data, that the account associated with the Activated Opportunity has initiated a paid subscription with your product or service; or
- You manually mark the Activated Opportunity as "converted" or "won" within the Services.

The Conversion Success Fee:

- applies to all Activated Opportunities that convert, regardless of Opportunity Score;
- is charged once per Activated Opportunity. If the same target account churns and later re-subscribes, no additional Conversion Success Fee will be charged for that Opportunity;

- is calculated based on the Opportunity Score of the Activated Opportunity at the time of Activation, at the rates published in the Services and on the MarketSizer pricing page; and
- is deducted from your Credit Balance immediately upon detection in the same manner as other Credit-consuming actions.

If the Conversion Success Fee exceeds your available Credit Balance at the time of detection, the available Credits will be deducted immediately and the remaining shortfall will be charged on your next monthly invoice in cash, calculated at the per-Credit rate published in the Services for your subscription plan.

Conversion Success Fees do not apply to free-tier accounts. Where a Conversion is detected on a free-tier account, no Credits or cash will be charged in respect of that Conversion.

Disputed Conversions

When a Conversion is detected and Credits are deducted, you will receive a notification including the evidence relied on by MarketSizer (the signal that triggered the detection, the date of detection, and the relevant account).

You may dispute a detected Conversion within thirty (30) days of the date of the notification by contacting MarketSizer in writing by email to hello@marketsizer.io or via the Services. MarketSizer will review the disputed Conversion and respond within ten (10) business days of receiving the dispute.

If MarketSizer is unable to substantiate the Conversion, the Credits deducted (and any associated cash overage charged) will be refunded to your Credit Balance or, in the case of cash, your account, within a reasonable timeframe. Where MarketSizer and you remain in disagreement following review, MarketSizer will, at its discretion and as its standard approach during the current stage of its business, default to crediting you for the disputed amount.

Conversions not disputed within the thirty (30) day window are deemed accepted and will not be refunded.

Handling of overuse

If your usage exceeds the limits of your subscription plan or the Credits available in your Credit Balance, you agree to pay additional fees for the overused resources at the per-Credit rate published in the Services for your subscription plan. Overage charges will be added to your next monthly invoice and itemised separately.

Consequences of late payments

Failure to make timely payments may result in suspension or termination of your access to the Services. MarketSizer reserves the right to charge interest on overdue amounts at the rate of 1.5% per month (or the highest rate permitted by law, if lower) from the due date until the date of payment.

Taxes

In the event any tax such as VAT, sales tax, or the like is chargeable by MarketSizer in accordance with any local, state, provincial, or foreign laws with respect to your subscription to our Services ("Taxes"), MarketSizer will invoice you for such Taxes. You agree to pay MarketSizer such Taxes in addition to the subscription fees. MarketSizer shall provide you with an invoice in the format prescribed by the applicable local, state, provincial, or foreign laws to help you avail the applicable input tax credit for the Taxes so paid.

Handling deductions or withholdings

If any law requires that any deductions or withholdings for taxes be made from any amounts payable to MarketSizer, you will pay the required amount to the relevant governmental authority and forward to MarketSizer the original official receipt or certified copy evidencing such payment.

Refunds, Cancellations, and Plan Changes

Refunds

Refunds under this Agreement are handled as follows:

- **Monthly subscription cancellation:** if you cancel a monthly subscription mid-cycle, your access continues until the end of the current billing period. No refund will be issued for the unused portion of that period.
- **Annual subscription cancellation within 14 days:** if you cancel an annual subscription within fourteen (14) days of the start of the annual period, you will receive a full refund of the annual subscription fee, less the value of any Credits already consumed during that period (calculated at the per-Credit rate published in the Services for your subscription plan).
- **Annual subscription cancellation after 14 days:** if you cancel an annual subscription after the initial fourteen (14) day period, no cash refund will be issued. Your access to the Services will continue until the end of the current annual period.
- **Consumed Credits:** Credits that have been consumed (whether for identification, activation, Conversion, or any other Credit-consuming action) are non-refundable. The data, scoring, and other Services made available in exchange for those Credits are deemed delivered at the moment of consumption.
- **Errors attributable to MarketSizer:** if Credits are deducted in error due to a fault on MarketSizer's side (including but not limited to incorrect deductions, duplicate charges, or technical defects), the affected Credits will be refunded to your Credit Balance within five (5) business days of MarketSizer becoming aware of the error. Where you have purchased a top-up or upgraded your plan as a direct consequence of such an error depleting your Credit Balance, MarketSizer will issue a cash refund for the value of that top-up or upgrade.
- **Billing or payment errors:** where you have been charged the wrong amount, double-billed, or otherwise incorrectly charged for a subscription or top-up, MarketSizer will issue a cash refund to the original payment method within ten (10) business days of the error being identified.
- **Disputed Conversions:** disputed Conversion Success Fees are handled in accordance with the "Disputed Conversions" section above.

Plan downgrades

If you downgrade your subscription plan to a lower paid tier or to a free tier, the following applies from the start of the next billing cycle:

- Any unused Subscription Credits associated with your previous plan will expire and will not carry over to the new plan.
- Top-Up Credits previously purchased will remain available in your Credit Balance for as long as your account remains active, including following a downgrade to a free tier. Top-Up Credits will only be forfeited if your account is closed or deleted.

- Conversion Success Fees in respect of Opportunities Activated prior to the downgrade will continue to apply for the twelve (12) month window following Activation, and will be billed in accordance with the "Conversion Success Fees" section above.

Organisation Accounts and Administrators

When you sign up for an account for your organisation, you may specify one or more administrators. The administrators will have the right to configure the Services based on your requirements and manage end users in your organisation account. If your organisation account is created and configured on your behalf by a third party, it is likely that such third party has assumed the administrator role for your organisation. Make sure that you enter into a suitable agreement with such third party specifying such party's roles and restrictions as an administrator of your organisation account.

You are responsible for (i) ensuring confidentiality of your organisation account password, (ii) appointing competent individuals as administrators for managing your organisation account, and (iii) ensuring that all activities that occur in connection with your organisation account comply with this Agreement. You understand that MarketSizer is not responsible for account administration and internal management of the Services for you.

You are responsible for taking necessary steps to ensure that your organisation does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by sending an email to hello@marketsizer.io, provided that the process is acceptable to MarketSizer. In the absence of any specified administrator account recovery process, MarketSizer may provide control of an administrator account to an individual providing proof satisfactory to MarketSizer demonstrating authorisation to act on behalf of the organisation. You agree not to hold MarketSizer liable for the consequences of any action taken by MarketSizer in good faith in this regard.

Confidentiality

Definition of Confidential Information

Confidential Information includes all non-public information disclosed by either party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Protection of Confidential Information

Each party agrees to protect the confidentiality of the other party's Confidential Information using the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care. Neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

Personal Information and Privacy

Personal information you provide to MarketSizer through the Service is governed by the MarketSizer Privacy Policy. Your election to use the Service indicates your acceptance of the terms of the MarketSizer Privacy Policy. You are

responsible for maintaining the confidentiality of your username, password, and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorised use of your user account by email to hello@marketsizer.io or by calling us on any of the numbers listed on our contact page. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorised access or use of your user account, or otherwise.

Data Protection and Security

MarketSizer agrees to comply with all applicable data protection laws, including GDPR and CCPA. Details about data protection will be provided to outline the specific obligations regarding data processing and security through our Privacy Policy.

Roles as Data Controller and Processor

MarketSizer may act as a data controller or data processor, depending on the specific circumstances. The Data Protection Addendum will clarify these roles and outline the respective responsibilities.

Data processing and security obligations

MarketSizer will implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

Communications from MarketSizer

The Service may include certain communications from MarketSizer, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you with total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt out from receiving service announcements and administrative messages.

Complaints

If we receive a complaint from any person with respect to your activities as part of the use of the Services, we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within 10 days of receiving the complaint forwarded by us and copy MarketSizer in the communication. If you do not respond to the complainant within 10 days from the date of our email to you, we may disclose your name and contact information to the complainant to enable the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 10-day time limit will be construed as your consent to disclosure of your name and contact information by MarketSizer to the complainant.

Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user accounts will be deleted, including any unused Top-Up

Credits. We will provide you with prior notice of such termination and the option to back up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In the case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant MarketSizer the licence to use, reproduce, adapt, modify, publish, or distribute the content created by you or stored in your user account for MarketSizer's commercial, marketing, or any similar purpose. But you grant MarketSizer permission to access, copy, distribute, store, transmit, reformat, publicly display, and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

Hosting Location

The location of the cloud facility from which you are served depends on the mapping of your region or country to the available cloud facilities at the time of your sign-up. We may migrate your account, or require you to migrate your account, to a different cloud facility in the event of any updates to the region or country to cloud facility mapping at any point in time. You must not mask your internet protocol (IP) address at the time of sign-up since your region or country is determined based on your IP address. If, at any time, your actual region or country is found to be different from the region or country in our records, MarketSizer may take appropriate action such as migrating your account, or require you to migrate your account, to the cloud facility corresponding to your region or country, or close your account and deny the Service to you. If you are served from a cloud facility outside your region or country and a MarketSizer group entity has an office in your region or country, apart from storing the data in the cloud facility assigned to you, we may store a local copy of the data in your region or country.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services is provided to you AS IS for your information and personal use only, and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notices or any copy protection features, you agree not to remove such copyright notices or disable such copy protection features as the case may be. By making any copyrighted or copyrightable content available on any of the Services, you affirm that you have the consent, authorisation, or permission, as the case may be, from every person who may claim any rights in such content to make such content available in such a manner. Further, by making any content available in the manner aforementioned, you expressly agree that MarketSizer will have the right to block access to or remove such content made available by you if MarketSizer receives complaints concerning any illegality or infringement of third-party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you

expressly consent to the determination of questions of illegality or infringement of third-party rights in such content by the agent designated by MarketSizer for this purpose.

Sample Files and Applications

MarketSizer may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. MarketSizer makes no warranty, either express or implied, as to the accuracy, usefulness, completeness, or reliability of the information or the sample files and applications.

Trademark

'MarketSizer', the MarketSizer logo, the names of individual Services, and their logos are trademarks of Tamcalc Limited. You agree not to display or use, in any manner, the MarketSizer trademarks, without MarketSizer's prior permission.

Disclaimer of Warranties

You expressly understand and agree that the use of the services is at your sole risk. The services are provided on an as-is and as-available basis. MarketSizer expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. MarketSizer makes no warranty that the services will be uninterrupted, timely, secure, or error-free. Use of any material downloaded or obtained through the use of the services shall be at your own discretion and risk, and you will be solely responsible for any damage to your computer system, mobile telephone, wireless device, or data that results from the use of the services or the download of any such material. No advice or information, whether written or oral, obtained by you from MarketSizer, its employees, or representatives shall create any warranty not expressly stated in the Agreement.

MarketSizer makes no representation or warranty that any Opportunity, Opportunity Score, Conversion detection, or other output of the Services will be accurate, complete, or result in any particular commercial outcome. The Services are intended as a decision-support tool and not as a guarantee of sales results.

Limitation of Liability

You agree that MarketSizer shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever, or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the Service, even if MarketSizer has been advised of the possibility of such damage. In no event shall MarketSizer's entire liability to you in respect of any service, whether direct or indirect, exceed one thousand Euros (€1,000) or the fees paid by you during the twelve (12) months prior to the first event giving rise to such liability, whichever is higher.

Indemnification

You agree to indemnify and hold harmless MarketSizer, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines, and expenses (including solicitor's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violation of any provisions of the Agreement, or any other claim related to your use of the Services, except where such use is authorised by MarketSizer.

Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Ireland, without regard to its conflict of law principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Dublin, Ireland.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity, or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to hello@marketsizer.io within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Agreement, and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if MarketSizer breaches its obligations under this Agreement and, in such event, you will be entitled to a prorated refund of any prepaid fees. Termination of a user account will include denial of access to all Services, deletion of information in your user account such as your email address and password, and deletion of all data in your user account, including any remaining Credit Balance.

Modification of Terms and Conditions

We may modify this Agreement upon notice to you at any time through a service announcement or by sending an email to your primary email address. If we make significant changes to the Agreement that affect your rights, you will be provided with at least 30 days' advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing MarketSizer notice by email within 30 days of being notified of the availability of the modified Agreement if the Agreement is modified in a manner that substantially affects your rights in connection with the use of the Services. In the event of such termination, you will be entitled to a prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Agreement will be deemed to be your agreement to the modified Agreement.

End of Terms and Conditions

If you have any questions or concerns regarding this Agreement, please contact us at hello@marketsizer.io.

