



BIXBY TERMS OF USE

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE FOR THIS WEBSITE ("TOU") BEFORE USING THIS SITE. BY CONTINUING TO ACCESS, OR USE THIS SITE, OR ANY SERVICE ON THIS SITE, YOU SIGNIFY YOUR ACCEPTANCE OF THE TOU. These TOU set forth the legal terms and conditions governing your use of our website located at www.bixbyresearch.com and any other online and mobile websites, blogs and interactive applications (together the "Site") operated by CreditSights, Inc. ("Bixby") (unless a different policy is provided on a particular site, application or service, in which case such different policy shall govern and control). Bixby reserves the right to amend, remove, or add to the TOU at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the TOU whenever accessing, linking to, or using this site. Your access, link to, or use of the site, or any service on this site, after the posting of modifications to the TOU will constitute YOUR ACCEPTANCE OF THE TOU, as modified. If, at any time, you do not wish to accept the TOU, you may not access, link to, or use the site. Any terms and conditions proposed by you which are in addition to or which conflict with the TOU are expressly rejected by Bixby and shall be of no force or effect.

1. User Consent to the TOU and confirmation as to entitlement to access content set forth on the Site.

You confirm that you: (i) have read and agree to be bound by the TOU; (ii) have the power and authority to enter into this agreement; (ii) you are at least eighteen (18) years old. You further acknowledge and confirm that the institution you represent has, at the point in time that you elect to receive and access it, a right, whether as a lender of record, or otherwise, to receive and access notification material submitted by or in relation to the underlying issuer ("Subject Entity") and made available on the Site, and from time to time by email notification to you ("Notification Content"). If you are not in a position to confirm as such, you should not access any such Notification Content and delete any such emails you may receive from Bixby. You accept and acknowledge that the basis on which Bixby may permission you to access Notification Content is informed by the then most recent trustee report, and/or data-site access information as details underlying Subject Entity holdings. Should you know that the institution you represent no longer has a reason to know the Notification Content then you should duly inform your Bixby contact in order that they can ensure appropriate de-permissioning is undertaken.

2. Intellectual Property.

The Site, and all of the content it contains, or may in the future contain, including but not limited to text, content, photographs, information, applications, software, directories, guides, photographs as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and/or any other form of intellectual property (collectively, the "Service") that relates to the Site, are owned by or licensed by Bixby, its affiliate companies, or other third parties and are protected from any unauthorized use, copying and dissemination by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. You agree to protect the proprietary rights of Bixby and all others having rights in the Service during and after the term of this agreement and to comply with all reasonable written requests made by Bixby or its suppliers and licensors of content, equipment, or otherwise ("Suppliers") to protect their and others' contractual, statutory, and common law rights in the Service. You agree to notify Bixby in writing promptly upon becoming aware of any unauthorized access or use of the Service by any individual or entity or of any claim that the Service infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. All present and future rights

in and to trade secrets, patents, copyrights, trademarks, service marks, know-how, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the Service (the "Intellectual Property Rights") shall, as between you and Bixby, at all times be and remain the sole and exclusive property of Bixby. All present and future rights in and title to the Service (including the right to exploit the Service and any portions of the Service over any present or future technology) are reserved to Bixby for its exclusive use. Except as specifically permitted by the TOU, you may not copy or make any use of the Service or any portion thereof. Except as specifically permitted herein, you shall not use the Intellectual Property Rights or the Service, or the names of any individual participant in, or contributor to, the Service, or any variations or derivatives thereof, for any purpose, without Bixby's prior written approval.

3. Restrictions on Use.

You may not use the Service for any illegal purpose, for the facilitation of the violation of any law or regulation, or in any manner inconsistent with the TOU. You agree to use the Service solely for your own noncommercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. You agree not to use, transfer, distribute, or dispose of any information contained in the Service in any manner that could compete with the business of Bixby or any of its suppliers. Except as expressly permitted by Bixby in writing you may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit, transfer, sell, license, upload, edit post, frame, link, or in any way exploit any part of the Service, except that you may download material from the Service and/or make one print copy for your own non-commercial use, provided that you retain all copyright and other proprietary notices. You may not recirculate, redistribute or publish the analysis and presentation included in the Service without Bixby's prior written consent. Nothing contained in the TOU or on this Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any Service in any manner without the prior written consent of Bixby or such third party that may own the Service or intellectual property displayed on this site. UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE SERVICE IS STRICTLY PROHIBITED. Any use of the Service other than as permitted by the TOU will violate the TOU and may infringe upon our rights or the rights of the third party that owns the affected Service. You agree to report any violation of the TOU by others of which you become aware.

You may not use any of the trademarks, trade names, service marks, copyrights, or logos of Bixby in any manner which creates the impression that such items belong to or are associated with you or are used with Bixby's consent, and you acknowledge and agree that you have no ownership rights in and to any of such items. You may neither interfere with nor attempt to interfere with nor otherwise disrupt the proper working of the Service, any activities conducted on or through the Service or any servers or networks connected to the Service. You may neither obtain nor attempt to obtain through any means any materials or information on the Service that have not been intentionally made publicly available either by public display on the Service or through accessibility by a visible link on the Service. You shall not violate the security of the Service or attempt to gain unauthorized access to the Service, data, materials, information, computer systems or networks connected to any server associated with the Service, through hacking, password timing or any other means. You may neither take nor attempt any action that, in the sole discretion of Bixby, imposes or may impose an unreasonable or disproportionately large load or burden on the Service or the infrastructure of the Service. You shall not (i) use or attempt to use any "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automate system or application, device, program, tool, algorithm, machine learning or other artificial intelligence-based methodologies ("AI Platform") to access, analyze, acquire, copy, manipulate, interpret data or monitor any portion of the Service, any data or content found on or accessed through the Service, or any other Service information, (ii) use the Service or the Site or any part thereof for third-party training, commercial time-sharing or in the operation of a service bureau without the prior express written consent of Bixby or (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any other content. You shall promptly notify Bixby if any of (i) through (iii) above occurs.

4. License.

(i) You acquire absolutely no rights or licenses in or to the Service and materials contained within the Service other than the limited right to utilize the Service in accordance with the TOU. Should you choose to download content from the Service, you must do so in accordance with the TOU. Such download is licensed to you by Bixby only for your own noncommercial use in accordance with the TOU and does not transfer any other rights to you. (ii) Bixby corporate policy does not allow it to accept or consider creative ideas, suggestions, or materials. Accordingly, we ask that you do not send us any original creative materials that you expect to be compensated for or that you would like to keep private. If you nevertheless choose to make any such submission, Bixby may freely use the submission, in whole or in part, for any purpose without any obligation to you.

5. Fees and Payments.

Bixby reserves the right at any time to charge fees for access to portions of the Service or the Service as a whole. This fee includes but is not limited to Bixby's subscription service. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including but not limited to charges for any products or services offered for sale through the Service by Bixby or by any other vendor or service provider. The fees will be detailed in a separate agreement between you and Bixby. All fees and charges shall be billed to you, and you shall be solely responsible for their payment. You shall pay all applicable taxes relating to the use of the Service through your account, and the purchase of any other products or services.

6. Registration and Account Creation.

As part of the registration and account creation process, you will select a username (email address) and a password. You will provide Bixby with certain registration information, all of which information must be accurate, truthful, and updated. You shall not: (i) select a username (email address) already used by another person; (ii) create an account for anyone other than yourself without permission; (iii) use a username (email address) in which another person has rights without such person's authorization; or (iv) use a username (email address) or password that Bixby, in its sole discretion, deems offensive or inappropriate. Bixby reserves the right to deny creation of your account based on Bixby's inability to verify the authenticity of your registration information. You shall be solely responsible for maintaining the confidentiality of your password. You shall immediately notify Bixby by submitting FEEDBACK of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information. You are fully responsible for all usage and activity on your account, including, but not limited to, use of the account by any third party authorized by you to use your username and password. You agree you will not sell, transfer or assign your membership or any membership rights. The use of your account by any individual under age eighteen (18) is strictly prohibited. If the computer system on which you accessed the Service is sold or transferred to another party, you warrant and represent that you will delete all cookies and software files obtained by or through use of the Service. Bixby reserves the right to terminate your account, in its sole discretion, at any time without notice. If we disable your account, you agree that you will not create another one without our permission. You may terminate your account at any time by submitting feedback. Upon termination, you will receive an automated confirmation via e-mail that the request was received, and your account will be terminated within five (5) business days. You are responsible for all charges incurred up to the time the account is terminated. Notwithstanding anything else herein, Bixby reserves the right to pursue any and all claims against any user of your account. You agree to maintain only one account with the Service at any time and certify that you currently have no other account(s) with the Service.

7. Subscription.

Subscriptions purchased are annual. Your selected payment method will be charged automatically on a recurring annual basis. Your subscription will be renewed automatically, and you will be charged in advance of each billing cycle unless you cancel. Bixby reserves the right to issue refunds or credits at its sole discretion. If Bixby does issue a refund or credit, Bixby is under no obligation to issue the same or similar refund in the future. When cancelling a subscription, all future charges associated with future years of your subscription will be cancelled. You may notify Bixby of your intent to cancel at any time; your cancellation will become effective at the end of your current annual

billing period. You will not receive a refund, prorated or otherwise, for the remainder of the annual term. However, your subscription access and/or delivery and accompanying subscriber benefits will continue for the remainder of the current annual billing period.

8. Disclaimer and Limitation of Liability.

(i) YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND ACKNOWLEDGE THAT THE SERVICE AND ANYTHING CONTAINED WITHIN THE SERVICE, INCLUDING, BUT NOT LIMITED TO, CONTENT, SERVICES, GOODS, OR ADVERTISEMENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND THAT BIXBY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE. BIXBY DOES NOT WARRANT THAT THE AVAILABILITY OF OR THE FUNCTIONS CONTAINED IN THIS SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THIS SITE, THE SERVICE OR SERVER DO NOT VIOLATE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY. BIXBY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THIS SITE OR THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT BIXBY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

(ii) Bixby does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by Bixby or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features. You agree that Bixby and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of Bixby, Suppliers, agents, directors, officers, employees, representatives, general partner, subsidiaries, successors, and assigns, or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against Bixby by any other party; or (ii) any fault, inaccuracy, omission, delay, or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment. (iii) You acknowledge that: (i) the Service and information is provided for informational purposes only and do not constitute financial advice; (ii) all information is provided without warranty to their accuracy and completeness; (iii) your use of the Services and information is at your own risk, (iv) by Bixby providing financial information it is not providing financial advice; (v) Bixby is not an investment advisor nor does Bixby offer advice, opinions or otherwise to our customers related to their investments; and (vi) under no circumstances does Bixby provide any services that include investment advice, opinions or otherwise related to the Company's investments or management thereof, nor shall any of the services described herein be construed as such. Accordingly, anything to the contrary herein set forth notwithstanding, Bixby, its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall not, directly or indirectly, be liable, in any way, to you or any other person for any: (a) inaccuracies or errors in or omissions from the Service including, but not limited to, financial data; (b) delays, errors, or interruptions in the transmission or delivery of the Service; or (c) loss or damage arising therefrom or occasioned thereby, or by any reason of nonperformance.

(iv) UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BIXBY, ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, LICENSORS OR ASSIGNS BE LIABLE TO YOU OR ANY THIRD PERSON FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF BIXBY HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING IN ANY WAY FROM OR IN CONNECTION WITH THIS SITE, THE SERVICE, USE OF OR INABILITY TO USE THE SERVICE OR ANY LINKS OR ITEMS ON THE SERVICE OR ANY PROVISION OF THE TOU, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR

CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL BIXBY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE. BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

You hereby waive any and all rights you have or may have under California Civil Code Section 1542, and/or any similar provision of law or successor statute to it, with respect to any claims you may have in connection with this site or these TOU. In connection with this waiver and release, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true. Nevertheless, you intend by these TOU to release fully, finally and forever all such matters under these TOU. In furtherance of such intention, the releases set forth in these TOU shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claims or facts relevant hereto.

9. Confidentiality and Non-Disclosure.

You agree that there may be restricted information provided on the Site and any passwords and other identification words or codes provided by Bixby to access and use a Site and the terms and conditions of these TOU are confidential, proprietary information and/or contain trade secrets of Bixby or its affiliates and its or their respective licensors, customers or third parties to whom Bixby owes a duty of confidentiality. Except as expressly provided in these TOU for Trial Subscriber's own internal business use, you and your employees shall not disclose, copy, provide or otherwise make available to any person the Service or any part thereof, or the passwords and/or access codes to any Site or any other confidential information. (b) Bixby acknowledges that it or its employees may, in the course of performing its responsibilities under these TOU, be exposed to or acquire information which is proprietary to or confidential to and/or contain your trade secrets or those of your affiliated companies or clients or of third parties to whom you owe a duty of confidentiality. Any non-public information of any form obtained by Bixby or its employees in the performance of these TOU shall be deemed confidential and proprietary information. Except as expressly provided in these TOU, Bixby and its employees shall not disclose, copy, provide or otherwise make available to any person such confidential or proprietary information. (c) Either party may disclose the confidential information of the other to the extent required pursuant to that which is a valid request for information in a subpoena or a court order or as otherwise required by applicable law or by any judicial, legislative or regulatory authority. Each party shall also advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. Confidential information shall not include information that is (i) in or becomes part of the public domain other than by disclosure in violation of these Trial Terms of Use, (ii) demonstrably known to the party previously, (iii) independently developed by the party outside of these Trial Terms of Use or (iv) rightfully obtained by the party from third parties. As part of the TOU you agree to abide by all confidentiality obligations covered under your own engagement terms of access and by accepting to view information that you and your firm have independently verified and are representing that you have lawful and permissioned access to that information through a given data site associated with that company.

10. Indemnification.

You agree, at your own expense, to indemnify, defend and hold harmless Bixby, its affiliates, Suppliers, agents, directors, officers, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with the Service, or any links on the Service, including, but not limited to: (i) your use or someone using your computer's

use of the Service; (ii) use by someone using your account; (iii) a violation of the TOU by you or anyone using your computer (or account, where applicable); (iv) a claim that any use of the Service by you or someone using your computer (or account, where applicable) infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer (or account, where applicable); (vi) any misrepresentation or breach of representation or warranty made by you contained herein; or (vii) any breach of any covenant or agreement to be performed by you hereunder. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. Bixby reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Bixby in asserting any available defense. You acknowledge and agree to pay Bixby's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against you by Bixby under the TOU and any other terms and conditions of service on this site, including without limitation, lawsuits arising from your failure to indemnify Bixby pursuant to the TOU.

11. Termination.

(a) You may terminate the TOU, with or without cause and at any time, by discontinuing your use of the Service and destroying all materials obtained from the Service. (b) You agree that, without notice, Bixby may terminate the TOU, or suspend your access to the Service, with or without cause at any time and effective immediately. The TOU will terminate immediately without notice from Bixby if you, in Bixby's sole discretion, fail to comply with any provision of the TOU. (c) Bixby shall not be liable to you or any third party for the termination or suspension of the Service, or any claims related to the termination or suspension of the Service. Upon termination of the TOU by you or Bixby, you must discontinue your use of the Service and destroy promptly all materials obtained from the Service and any copies thereof. Bixby will determine your compliance with the TOU in its sole discretion and its decision shall be final and binding and not subject to challenge or appeal. Any violation of the TOU may result in restrictions on your access to all or part of this site and may be referred to law enforcement authorities. No changes to or waiver of any part of the TOU shall be of any force or effect unless formally posted or made in writing and signed by a duly authorized officer of Bixby. Upon termination of your membership or access to this site, or upon demand by Bixby, you must destroy all materials obtained from this site and all related documentation and all copies and installations thereof.

12. Non-United States Residents & Jurisdictional Issues.

Bixby operates the Site in the United States. Bixby makes no representation that the Service, including merchandise offered for sale on the Site and their copyrights, trademarks, patents, and licensing arrangements, are appropriate or available for use in locations other than the United States. If you access the Site from locations outside of the U.S. you do so on your own initiative and at your own risk, and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Site is controlled and operated by Bixby from its offices within the State of Illinois, United States. Bixby makes no representation that materials in the Site are appropriate or available for use in other locations.

13. Governing Law.

The TOU shall be governed and construed in accordance with the laws of the United States and the State of New York, without giving effect to conflicts-of-law principles thereof. With respect to any disputes or claims not subject to arbitration, you agree to submit to the personal jurisdiction of the state and federal courts located in New York County, in the City of New York with respect to any legal proceedings that may arise in connection with the Service or from a dispute as to the interpretation or breach of the TOU.

14. Copyright Policy.

If you believe that your own copyrighted work is accessible through any website or application provided by us in violation of your copyright, you may provide our Designated Agent with a written communication as set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3) that contains substantially the following:

- (i) Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed so that we can locate the material.
- (ii) Identify the URL or other specific location on the application or website provided by us that contains the material that you claim infringes your copyright described in Item 1 above. You must provide us with reasonably sufficient information to locate the alleged infringing material.
- (iii) Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.
- (iv) Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- (v) Include a statement by you that the information contained in your Notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the owner's behalf.
- (vi) Include your name, mailing address, telephone number and email address.

You may submit your Notification of Alleged Copyright Infringement to by mail, or E-Mail as set forth below:

Designated Copyright Agent
One North Wacker Drive, 23rd Floor
Chicago, IL 60606
dmca@bixbyresearch.com

Please note that you may be liable for damages, including court costs and attorney's fees, if you materially misrepresent that content on our website and/or application is copyright infringing.

Upon receiving a proper Notification of Alleged Copyright Infringement as described above, we will expeditiously remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below in Section B by which the alleged infringer may respond to your claim and request that we restore this material. If we receive a Notification of Alleged Copyright Infringement that does not contain all of the information described above, but provides a way for us to contact you, we will promptly follow up with you to request that you provide any information not previously provided.

15. United States Export Control & Foreign Assets Control Regulations.

Bixby does not represent that materials in the Service are appropriate or available for use in any particular location. Those who choose to access the Service do so on their own initiative and are responsible for compliance with all applicable laws. Software from the Service is subject to U.S. export controls and may not be downloaded, exported or re-exported into (or to a national or resident of) Crimea region, Cuba, Donetsk People's Republic, Islamic Republic of Iran, Luhansk People's Republic, North Korea, Russia, Syrian Arab Republic, Venezuela, or any other country or designated area or region with respect to which the United States, the European Union or the United Kingdom maintains trade sanctions prohibiting the shipment of goods and/or provision of services.

16. Miscellaneous.

You accept that Bixby has the right to change the content or technical specifications of any aspect of the Service at any time in Bixby's sole discretion. You further accept that such changes may result in your being unable to access the Service. The failure of Bixby to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision.

17. Headings.

The section titles in the TOU are used solely for the convenience of you and Bixby and have no legal or contractual significance.

18. Severability.

If any provision of the TOU is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOU will remain in force.

19. Entire Agreement.

The TOU and any other terms and conditions of service on this site, and its successor, constitute the entire agreement between you and Bixby, govern your use of the Service, and supersede all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. These TOU may not be amended, nor any obligation waived, without Bixby's written authorization.

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