

Applied Research and Analysis Company

Terms of Service

Last Updated: December 23, 2024

Applied Research and Analysis Company, LLC (collectively, “ARAC,” the “Company,” “we” or “us”), hosts www.aracscience.com (the “Site”). We are a leading U.S.-based behavioral science research firm that designs, executes, and presents scientifically-sound, yet customizable studies to support manufacturers, regulatory agencies, and industry consultants.

BY USING THE SITE, “YOU” OR “USER” AGREE TO THESE TERMS OF SERVICE. THESE TERMS OF SERVICE ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ARAC. ADDITIONALLY, BY USING THE SITE, YOU AGREE TO OUR [PRIVACY STATEMENT](#). IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU SHOULD NOT USE THE SITE.

1. MODIFICATIONS

ARAC has the right to modify these Terms of Service at any time without prior notice, and such modifications shall be effective immediately upon posting. Your continued use of the Site constitutes your continued acceptance of such modifications. Accordingly, ARAC advises that you check this page periodically. The date of the most recent revision is included at the top of these Terms of Service (“Terms”).

2. LICENSE TO USE THE SITE

- A. License Grant.** ARAC grants you a revocable, non-exclusive, and non-transferable license to use the Site only for the limited purposes described on the Site. You may not transfer, redistribute, or sublicense the Site. You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Site, any updates, or any part thereof (except as and only to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Site). You shall not violate any applicable laws, rules, or regulations in connection with the Site; remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by ARAC; use the Site for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; make the Site available over a network or other environment permitting access or use by multiple devices or users at the same time; use the Site for creating a product, service, or software that is, directly or indirectly, competitive with or in any ways a substitute for the application; use the Site to send automated queries to any website or to send any unsolicited commercial e-mail; or use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacturing, licensing, or distribution of any applications, accessories, or devices for use with the Site.
- B. Restrictions.** You may not, and may not authorize or assist any other party to (1) duplicate the Site for any purpose, (2) use it other than for the purposes described in these Terms, (3) reverse engineer, disassemble, decompile or translate the Site, (4) change, modify or otherwise alter the Site, (5) transfer, pledge, rent, share or sublicense the Site, or (6) use or abuse the Site to (a) store or transmit content that is unlawful, threatening, abusive, harassing, defamatory, obscene or

indecent, libelous, hurtful or otherwise objectionable, (b) impersonate another individual or misrepresent your identity or your affiliations, or (c) knowingly or recklessly transmit false information. Any commercial or promotional distribution, publishing or exploitation of the Site, or any content, code, data, or materials on the Site, is strictly prohibited unless you have received the express prior written permission from authorized personnel of ARAC. You may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data, or materials on or available through the Site.

C. Termination. These Terms are effective until terminated by you or ARAC. Your rights under these Terms will terminate automatically if you fail to comply with any of its terms.

D. Your Responsibilities. Effective use of the Site requires that you (i) enter all of the information the Site requests and (ii) ensure that your device is properly configured. You are solely responsible for fulfilling these responsibilities.

E. Consent to Use Data. You agree that ARAC may collect and use technical data and related information—including but not limited to technical information about your device, system and software, and peripherals (“User Data”). User Data may include Personal Information and be collected to facilitate the provision of Services related to the Site as set forth in our [Privacy Statement](#).

3. PROPRIETARY MATERIALS

The Site contains forms, content, information, trademarks, and other proprietary materials that belong to us and our licensors and that are protected by copyright, trademark, and other intellectual property laws (collectively, “Proprietary Materials”).

You should assume that everything on the Site is Proprietary Material, and, except as otherwise explicitly provided on certain Proprietary Materials that you may access through the Site, you shall not copy, download, reproduce, distribute, publicly display, publicly perform, prepare derivative works of, sublicense, or otherwise use or exploit Proprietary Materials in any way without our prior written consent. Any commercial use of our Proprietary Materials is strictly prohibited. Nothing in these Terms confers any license to any intellectual property rights, except as explicitly stated. All rights not expressly granted are reserved to us and our licensors.

4. REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

ARAC respects the intellectual property rights of others and take claims of copyright infringement seriously. ARAC will respond to claims of alleged copyright infringement that are properly brought to its attention and comply with applicable law, as set forth under the Digital Millennium Copyright Act of 1998 (“DMCA”). If you believe any materials on the Site infringe upon your copyright, please notify ARAC via its designated registered DMCA agent. For your complaint to be effective under the DMCA, you must provide the following information in writing:

- Identification of the copyrighted work that you claim has been infringed or, if multiple works are claimed, a representative list of such works;
- Identification of the material that is claimed to be infringing and where it is located on the Site;

- Information reasonably sufficient to permit ARAC to contact you, such as your email address, mailing address, and/or telephone number;
 - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
 - A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the copyright owner; and
 - An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the copyright owner.
- Via email. Contact@ARACscience.com **Subject:** Attention DMCA Agent
 - Via mail. Applied Research and Analysis Company, LLC
Attn: DMCA Agent
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P.O. Box 2472
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5. DISCLAIMERS

- A. NO WARRANTIES.** ARAC PROVIDES THE SITE ON AN “AS IS, WHERE IS” BASIS WITHOUT WARRANTY OF ANY KIND. ARAC DISCLAIMS ALL WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF NONINFRINGEMENT, ANY WARRANTY THAT THE SITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARAC OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SITE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE RISK AND COST OF ALL LOST DATA, NECESSARY SERVICING, REPAIR, OR CORRECTION.
- B. No Obligations.** ARAC accepts no obligation regarding your use of the Site. ARAC disclaims any obligation to monitor the operation of the Site or address any failures or faults that come to its attention, including maintenance and support services.
- C. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, UNDER NO CIRCUMSTANCES WILL WE OR OUR SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, HAVE ANY OBLIGATION OR LIABILITY HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY YOU (INCLUDING DAMAGES FOR DEATH, INJURY TO PERSON OR PROPERTY, LOST BUSINESS, LOST PROFITS, LOST DATA OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN THE EVENT THAT WE ARE FOUND LIABLE, FOR ANY REASON, UNDER THESE TERMS, IN NO CASE SHALL OUR LIABILITY FOR ACTUAL DAMAGES IN THE AGGREGATE EXCEED THE AMOUNTS YOU PAID FOR THE SITE OR, IF YOU RECEIVED THE SITE FOR FREE, IN NO CASE WILL OUR LIABILITY EXCEED \$10.00.

- D. Indemnity.** You agree to indemnify and hold ARAC and its affiliates and their officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with: (1) your use of the Site; (2) your breach or violation of any of the terms of these Terms; (3) ARAC's use of User Data relating to you; or (4) your violation of the rights of any third party, including third-party providers.
- E. Ownership.** As between us, ARAC owns all rights, titles, and interests in the Site, including without limitation all error corrections, updates, upgrades and custom features and functions, and all patents, copyrights and other intellectual property rights, and any changes or improvements to the Site that you might suggest to ARAC. You may not remove or modify any program markings or any notice of proprietary rights. You shall reproduce such markings and notices on all copies of the Site you make.
- F. Intellectual Property.** If a court of competent jurisdiction makes a determination that the Site likely infringes, the intellectual property rights of a third party, ARAC, at its option and expense, shall: (1) modify the infringing portion of the Site to make it non-infringing, (2) replace the infringing product with a non-infringing product having substantially similar functionality, (3) obtain the right to continue using the infringing portion of the Site, or (4) terminate these Terms (including the license granted hereunder) without any further liability to you.

6. MISCELLANEOUS PROVISIONS.

- A. Binding Arbitration.** These Terms provides that all disputes between you and us will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action.
- We and you agree that all disputes arising from or relating to the Site or any relationship or dispute between you and us or you and any company or person employed by us, these Terms and any policies or practices of any of the above-mentioned companies or persons (a "Dispute") will only be resolved subject to FINAL AND BINDING ARBITRATION as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act to the maximum extent permitted by applicable law. You further agree that we shall not have a legal obligation to mitigate any of our potential or actual losses sustained hereunder.
 - WE AND YOU GIVE UP OUR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and such rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NEITHER WE NOR YOU SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. Neither we nor you agree to class arbitration or any other arbitration proceedings where a person brings a dispute as a representative of other persons.
 - If we and you are unable to resolve a Dispute by informal means, the arbitration of that Dispute shall be settled by arbitration administered by the American Arbitration Association (AAA) in Richmond, Virginia in accordance with the Commercial Arbitration Rules. Any proceeding to enforce this arbitration agreement must be brought in the District Court or in any state court of competent jurisdiction with venue lying in Richmond, Virginia to the exclusion of all other forums.

- Notwithstanding the foregoing, ARAC reserves the right to seek injunctive relief in a court of law to protect its rights and interests.
- B. Governing Law.** All Disputes will be governed by and construed in accordance with the laws of the state of Virginia without reference to the choice of law provisions of any jurisdiction. The interpretation of these Terms shall not be construed against ARAC.
- C. Assignment.** You may not assign these Terms or your rights or obligations under these Terms without our prior written permission. Any assignment in violation of this restriction is null and void. We may assign these Terms in its sole discretion without giving any prior notice to you.
- D. Force Majeure.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, fire, communication line failures, power surges or failures, earthquakes, or other disasters.
- E. Sole Agreement; Amendment; Waiver.** These Terms constitutes the sole and complete agreement between the parties regarding the Site. These Terms may not be explained or supplemented by a prior performance, trade usage, or course of dealing between the parties, or by any prior performance between the parties under these Terms or otherwise. No amendment to these Terms shall be effective unless it is in writing signed by duly authorized representatives of both parties, except that ARAC may amend these Terms from time to time, and your continued use of the Site after receiving notification of such amendments constitutes your agreement to be bound by such amendments. No waiver of any breach of any provision by either party or the failure of either party to insist on the exact performance of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of performance of the same or any other provisions, and no waiver shall be effective unless made in writing.
- F. Severability.** If any of the provisions of these Terms shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of these Terms. Instead, this entire Agreement shall be construed as though not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.
- G. Survival.** Subject to the limitations and other provisions of Terms, the following sections contained herein will survive the expiration termination of these Terms: ARAC Disclaimers, Limitation of Liabilities, Indemnity, Intellectual Property, and Consent to use Data.