# **Vintory Data License Terms & Conditions**

Effective Date: Upon purchase by the user.

By accessing or using the proprietary data provided by Vintory, LLC ("Vintory"), you agree to be bound by these Data License Terms and Conditions ("Terms").

#### 1. Grant of License

Vintory grants a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Vintory's proprietary data ("Licensed Data") solely for internal marketing, sales, or analytical purposes.

## 2. Scope of Data

Vintory provides Licensed Data that may include homeowner records, enriched fields such as name, OTA link, address, email, phone number, and other available information. The data may be delivered via Excel, CSV, or Google Drive.

#### 3. Permitted Use & Restrictions

Licensees may use the Licensed Data exclusively for internal campaigns and outreach related to vacation or short-term rental homeowner acquisition. Licensees shall not:

- Share, resell, sublicense, or republish the data;
- Use the data for derivative works, AI training, or competitive intelligence beyond the stated purpose;
- Disclose the data to third parties, except employees bound by confidentiality obligations;
- Identify Vintory as the source in any public communication without prior consent.

### 4. Ownership

All rights, title, and interest in and to the Licensed Data remain with Vintory. No rights are granted except as explicitly outlined in these Terms.

### 5. Disclaimer

The Licensed Data is provided "as-is." Vintory disclaims all warranties, including accuracy, completeness, or suitability for any particular purpose. Users assume full responsibility for their use of the data.

# 6. Confidentiality

All Licensed Data and these Terms are considered confidential. Users agree to protect this information using reasonable measures and shall not disclose it without Vintory's written consent. This confidentiality obligation survives termination for three years and indefinitely for trade secrets.

#### 7. Term & Termination

These Terms remain in effect until completion of the applicable campaign or one year from delivery of the Licensed Data, whichever comes first. Vintory may terminate access immediately for material breach. Upon termination, users must cease all use and destroy the Licensed Data.

# 8. Compliance & Audit

Users must comply with all applicable laws, including CAN-SPAM, GDPR, and CCPA, when using the Licensed Data. Vintory reserves the right to audit usage to ensure compliance.

# 9. Payment Terms

Use of the Licensed Data is subject to payment of the applicable fee as determined by Vintory. Delivery of the data begins upon receipt of full payment.

### 10. General Provisions

• Governing Law: Maryland

- **Dispute Resolution:** Binding arbitration in Lutherville, MD, under AAA rules
- **Entire Agreement:** These Terms constitute the full agreement between the parties regarding the Licensed Data
- No Waiver or Assignment: Any waiver or assignment must be in writing and signed by Vintory

By using the Licensed Data, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.