

Welcome, and thank you for your interest in the PIPER Data Platform (“PIPER” or the “Platform”), a proprietary service operated by Vintory, LLC (“Vintory,” “us,” “our,” or “we”). By creating an account, clicking “I Agree,” or by otherwise accessing or using the Platform or any content or Data provided by Vintory through the Platform, you (“User,” “you,” or “your”) agree to be bound by the following Terms of Use, as updated from time to time (these “Terms”). If you are agreeing to these Terms on behalf of any business, commercial enterprise, or for any commercial purpose (“Commercial User”), you represent and warrant that you have the legal authority to bind the Commercial User to these Terms, that you have additionally read and agreed to the terms of our [Data Licensing Agreement](#) (“DLA”), and references to “User,” “you,” and “your” within these Terms shall refer to the Commercial User.

1. PIPER’s Role. PIPER is a proprietary data platform that provides authorized Users access to Vintory’s database of short-term vacation rental properties and property managers operating within the United States (the “Data”). The Data includes contact information—such as mailing addresses, email addresses, and phone numbers—associated with known short-term rental property operators. The Data is compiled and maintained by Vintory from its own proprietary sources, and Vintory retains all ownership of and rights to the Data at all times.

The Platform is intended solely to assist Users in identifying and contacting potential business prospects within the short-term vacation rental industry. Unless explicitly specified in a separate written agreement between you and Vintory, THE PLATFORM IS NOT INTENDED TO PROVIDE YOU WITH LEGAL, FINANCIAL, MARKETING, OR OTHER PROFESSIONAL ADVICE OF ANY KIND. Vintory assumes no responsibility for any result or consequence related directly or indirectly to any action or inaction you take based on the Platform, the Data, or any other information available through or in connection with the Platform.

A. Data Accuracy. Data may be outdated, inaccurate, or incomplete. It is your sole responsibility to verify the accuracy of any contact information before use and to comply with all applicable laws, regardless of any inaccuracy in the Data.

B. No Legal Compliance Advice. Vintory does not provide legal compliance advice. You are strongly encouraged to consult with qualified legal counsel before using the Data for any commercial purpose.

C. Data Broker Status. Vintory operates as a data broker as defined under applicable state laws, including the California Delete Act (Cal. Civ. Code §§ 1798.99.80–89). As required by law, Vintory registers annually with the applicable state regulatory authorities. Information about data subject rights with respect to the Data is addressed in Section 22 (Data Privacy; State Law Notices) and in Vintory’s Privacy Policy.

2. Eligibility; Accounts and Registration.

A. Eligibility. You must be at least 18 years of age to use the Platform. By agreeing to these Terms, you represent and warrant that: (i) you are at least 18 years of age and legally capable of entering into binding contracts; (ii) you have not previously been suspended or removed from the Platform; and (iii) your registration and your use of the Platform complies with all applicable laws and regulations.

B. Accounts and Registration. To access the Platform, you must register for an account and provide accurate, current, and complete registration information. You represent and warrant that: (i) you will use the Data solely for lawful purposes; (ii) all required registration information you submit is truthful and accurate; and (iii) you will maintain the accuracy of such information and promptly update it if it changes. You may delete your account at any time by contacting Vintory at info@vintory.com.

When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you are responsible for all actions taken via your account. You may not share your account credentials with any other individual or allow others to access the Platform through your account. Unless you have entered into a separate commercial agreement with Vintory permitting use on behalf of another party, you may use the Platform only for transactions on your own behalf.

C. Account Suspension; Termination. Vintory reserves the right to suspend or terminate any account that it believes, in its sole discretion, has been registered with inaccurate information or is being used in violation of these Terms.

3. Use of the Platform; License Grant and Permitted Uses.

A. License. As long as you comply with these Terms and timely pay all applicable fees, Vintory grants you a non-exclusive, limited, revocable, personal, non-transferable, non-sublicensable license to access and use the Platform and the Data solely for the Permitted Uses described in Section 3(B). Except as expressly stated herein, these Terms do not provide you with a license to use, reproduce, distribute, display, or provide access to any portion of the Platform or Data on third-party websites or otherwise. This license is personal to you as the registered User and does not extend to any affiliate, subsidiary, parent company, partner, or third party without Vintory's prior written consent.

B. Permitted Uses. You may use the Data solely for the following purposes (the "Permitted Uses"):

- **Direct Mail Campaigns.** Sending physical mailers, postcards, or other printed marketing materials to contacts contained in the Data;
- **Email Outreach.** Sending commercial email communications to contacts in the Data, provided that all such communications comply with the CAN-SPAM Act and all other applicable federal and state laws;
- **Phone and SMS Outreach.** Placing calls or sending text messages to contacts in the Data, provided that all such communications comply with the Telephone Consumer Protection Act (TCPA), applicable state do-not-call laws, and all other applicable federal and state telecommunications laws;
- **Social Media Custom Audience Targeting.** Uploading contact records from the Data to social media platforms (including Meta, LinkedIn, and similar services) for the purposes of creating hashed custom audiences to serve targeted advertisements to contacts in the Data, provided that such information is transmitted securely and that you comply with such platform's terms of service/use as well as all applicable federal and state laws; and
- **Internal Sales Prospecting.** Building and maintaining internal lead lists and customer relationship management (CRM) databases for your own internal business development and sales purposes.

C. Use of Content. Subject to the restrictions in these Terms, you may access and use information from the Platform without the aid of any automated processes, and only as necessary for your Permitted Uses. You are prohibited from displaying, distributing, or reproducing any Data or Platform content outside your internal Permitted Uses without our prior written approval.

D. FCRA-Restricted Purposes Expressly Prohibited. The Data is NOT a "consumer report" as defined under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA"), and Vintory is not a consumer reporting agency. You expressly represent and warrant that you will NOT use the Data, in whole or in part, for any purpose regulated by the FCRA, including but not

limited to: evaluating a consumer's eligibility for credit, insurance, or employment; tenant screening; or any other FCRA "permissible purpose" under 15 U.S.C. § 1681b. You acknowledge that the Federal Trade Commission has taken enforcement actions against data providers whose users employed data for FCRA purposes regardless of disclaimer language, and that Vintory's ability to characterize Data as non-consumer-report information depends in material part on your compliance with this prohibition. Violation of this prohibition is a material breach of these Terms and grounds for immediate termination of your account.

4. Prohibited Uses. BY USING THE PLATFORM, YOU AGREE NOT TO:

- reproduce, modify, distribute, display, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Platform or the Data, except as explicitly permitted by these Terms;
- sell, resell, license, sublicense, transfer, assign, share, or otherwise redistribute the Data or any portion thereof to any third party;
- upload, post, publish, or otherwise make the Data available on any publicly accessible platform, website, shared database, or collaborative tool;
- use the Data to harass, intimidate, threaten, stalk, or engage in any abusive, deceptive, or illegal communications with any individual or business;
- use the Data in any manner that violates applicable federal, state, or local laws or regulations, including but not limited to the CAN-SPAM Act, the TCPA, state do-not-call and anti-spam laws, the FCRA, and any applicable consumer protection laws;
- use the Data for any purpose regulated by the FCRA, including credit, employment, insurance, or tenant screening determinations (see also Section 3(D));
- use the Data in any way to discriminate against any individual or class of individuals protected under federal, state, or local anti-discrimination laws, or which may have an illegal discriminatory impact against any individual or class of individuals;
- aggregate, combine, or merge the Data with data from other sources for the purpose of creating derivative datasets for resale, distribution, or commercial exploitation;
- attempt to reverse engineer, decompile, reconstruct, or determine the methodology by which Vintory compiles the Data;
- use the Data to contact individuals or businesses located outside of the United States, or in connection with any campaign targeting non-U.S. recipients;
- use the Data for political campaign communications, ballot initiative advocacy, charitable fundraising, or lobbying activities;
- conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing CAPTCHA or similar precautions, or any other automated activity) on the Platform in excess of what is expressly authorized by your purchased credits or subscription, or to bypass any security or access controls;
- access or use the Platform or Data to develop, improve, or supplement a competing data product or service;
- distribute or post spam or other unsolicited messages, chain letters, pyramid schemes, or similar communications through or in connection with the Platform;
- impersonate another person, misrepresent your affiliation with another person or entity, or make any representation to any third party under false pretenses;
- upload invalid data, viruses, worms, or other software agents to the Platform;
- post, display, communicate, or otherwise make accessible any content that we, in our sole judgment and discretion, consider illegal, offensive, or objectionable, including without limitation content that harasses, discriminates, demeans, threatens, or disparages any individual or class of individuals;
- interfere with or compromise the system integrity or security of the Platform, or otherwise bypass any measures we may use to prevent or restrict access to the Platform; or
- attempt to, or permit or encourage any third party to, do any of the above.

5. Fees.

A. Generally. You may be required to pay fees to access certain features of the Platform. All fees are in U.S. dollars. If we change the fees for all or part of the Platform, including by adding fees or charges, we will provide you advance notice of those changes. If you do not accept the changes, you must stop using the affected portion of the Platform before the change takes effect. Our authorized third-party payment processors will charge the payment method you specified at the time of purchase. You authorize us to charge all fees as described in these Terms to that payment method. If you pay fees with a credit card, we may seek pre-authorization of your credit card account before your purchase to verify that the card is valid and has the necessary funds or credit available.

B. Credits (Pay-Per-Download). PIPER currently operates on a credit-based, pay-per-download model. Each credit entitles you to download a specified number of contact records as described on the PIPER pricing page at the time of purchase. Credits are prepaid and non-refundable once purchased, except as required by applicable law.

C. Subscriptions. Vintory may introduce subscription-based access plans. If you activate a subscription service, you authorize us to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel before the subscription renews to avoid billing of the next periodic fee. We may change the subscription fee for any subsequent period but will provide you advance notice of any increase before it applies. You may cancel by contacting us at info@vintory.com.

D. Pricing Changes. Vintory reserves the right to modify pricing or introduce new pricing tiers at any time with reasonable advance notice. Your continued use of the Platform after a pricing change constitutes your acceptance of the new pricing.

E. Taxes. You are responsible for all applicable taxes, levies, or duties imposed by taxing authorities in connection with your purchase of credits or subscriptions. Vintory will charge and collect applicable taxes where required by law.

6. User Materials.

A. Definition; License Grant. Certain portions of the Platform may allow Users to upload or otherwise provide information, data, or other content ("User Materials"). By uploading or otherwise providing User Materials to the Platform, you grant us an irrevocable, perpetual, royalty-free, worldwide license to use, copy, distribute, transmit, publicly display, reproduce, edit, modify, prepare derivative works of, and translate your User Materials in connection with the Platform or in any other media, and to sublicense these rights to the maximum extent permitted by applicable law. We will not pay you for User Materials or to exercise any rights related to your User Materials. We may remove or modify your User Materials at any time.

You are solely responsible for all User Materials made through your account. You represent and warrant that you are the creator and owner of the User Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Vintory to use your User Materials as described herein.

B. UGC Disclaimer. We are under no obligation to edit or control User Materials and will not be responsible or liable for any User Materials. We may, at any time and without prior notice,

screen, remove, edit, or block any User Materials that in our sole judgment violate these Terms or we find otherwise objectionable.

7. Third-Party/Linked Services.

A. Generally. The Platform may include links to third-party products, services, and websites, and may integrate third-party tools, including payment processors (collectively, “Third-Party Services”). Third-Party Services are solely responsible for their own services and platforms. You are responsible for your use and submission of your information to any third party, and your dealings or business conducted with any third party arising in connection with the Platform are solely between you and such third party. Your use of Third-Party Services may be subject to associated third-party terms of use and privacy policies, which you are solely responsible for reviewing and complying with. We do not endorse and take no responsibility for such Third-Party Services.

B. Payment Processors. PIPER uses Third-Party Services to facilitate credit and subscription purchases. Your use of any payment processing service is subject to that processor’s terms of service and privacy policy. Vintory is not responsible for any errors, delays, or issues arising from your use of such Third-Party Services.

C. Release. You hereby release and forever discharge Vintory (and its officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, your use of Third-Party Services. This release does not apply to claims arising under applicable consumer privacy laws, including the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100–99) or claims for public injunctive relief under California law, as to which this release is limited to the extent required by applicable law.

8. Intellectual Property. The Platform is owned and operated by Vintory. The user interfaces, design, information, data, code, algorithms, software, graphics, and all other elements of the Platform (the “Platform Materials”) are protected by intellectual property and other laws and are the property of Vintory or Vintory’s third-party licensors. Vintory retains all right, title, and interest in and to the Data, including all intellectual property rights therein. These Terms do not transfer any ownership rights in the Platform Materials or the Data to you. Except as expressly allowed by these Terms, you may not make use of the Platform Materials, and Vintory reserves all rights not granted expressly in these Terms. There are no implied licenses granted under these Terms.

All trademarks, logos, and service marks (“Marks”) displayed on the Platform are the property of Vintory or their respective third-party owners. You are not permitted to use any Marks without the prior written consent of Vintory or the applicable third-party owner. Any rights not expressly granted herein are reserved.

You acknowledge that the Data constitutes a valuable proprietary asset of Vintory and agree not to challenge Vintory’s ownership of or the validity of any intellectual property rights in the Data or the Platform.

9. Feedback. If you choose to provide input and suggestions regarding the Platform or the Data (“Feedback”), then you hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free right to use the Feedback in any manner and for any purpose, including to improve the Platform or to create other products and services. Vintory will not pay you for Feedback or to exercise any rights related to Feedback.

10. DMCA; Copyright Infringement Notices & Counter-Notices. We respect the intellectual property rights of others and ask that everyone using the Platform do the same. Anyone who believes that their work has been reproduced on the Platform in a way that constitutes copyright infringement may notify our designated copyright agent in accordance with 17 U.S.C. § 512(c)(3) and must provide the following information:

- A physical or electronic signature of the person authorized to act for the owner of the allegedly infringed right;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material (e.g., full URL);
- Your contact information, such as a name, address, telephone number, and/or email address;
- A statement that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Notices of copyright infringement claims should be sent to:

Vintory, LLC – Legal Department (Copyright Agent)
1103 Somerset Place, Lutherville, MD 21093
info@vintory.com

A. Counter-Notification. If your content was removed or disabled as a result of a notice and you believe the content is not infringing or that you have authorization, you may send a counter-notification pursuant to 17 U.S.C. § 512(g)(3) to the designated agent above. Your counter-notification must include: (i) your physical or electronic signature; (ii) identification of the material removed or disabled and its location before removal; (iii) a statement under penalty of perjury that you have a good-faith belief the material was removed by mistake or misidentification; and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for your judicial district and will accept service of process from the person who provided the original notice.

B. Repeat Infringer Policy. In appropriate circumstances, we terminate accounts of repeat infringers. We accommodate and do not interfere with standard technical measures that copyright owners use to identify or protect copyrighted works under 17 U.S.C. § 512(i).

C. Misrepresentations. Under 17 U.S.C. § 512(f), any person who knowingly misrepresents that material or activity is infringing may be liable for damages.

11. Deactivation/Deletion/Changes to Terms. You may close your account at any time by contacting Vintory at info@vintory.com. If you deactivate or delete your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Platform. Termination of your account does not entitle you to any refund of unused credits except as required by applicable law. See Section 23, below, for additional information regarding the effect of termination on these Terms.

If you violate any provision of these Terms, your permission to use the Platform will terminate automatically. In addition, we may, in our sole discretion, deactivate, suspend, or terminate your access to your account and the Platform at any time for any reason, with or without notice. For non-material breaches, Vintory will provide written notice, and you will have five (5) business days to cure the breach before Vintory may terminate your account. We may also alter, suspend, or discontinue the Platform or any portion of it without notice. We will not be liable

whatsoever for any change to the Platform or any suspension or termination of your access to or use of the Platform.

We reserve the right to change these Terms at any time in our sole discretion. We will make commercially reasonable efforts to notify you of material changes by posting the updated Terms on the Platform and updating the effective date, and may also send notice to the email address associated with your account. Your continued use of the Platform after any updates are effective will represent your agreement to the revised Terms. You are responsible for regularly reviewing these Terms.

12. Privacy Notice/Other Terms.

A. Privacy Notice. Vintory will collect, use, store, and disclose personal information in accordance with its Privacy Policy, available at www.vintory.com/privacy-policy/ (the "Privacy Policy"). Please consult the Privacy Policy for more information. The Privacy Policy is incorporated into, and made a part of, these Terms. The Privacy Policy addresses, among other things, the rights of individuals whose contact information may appear in the Data, including rights under the California Consumer Privacy Act/California Privacy Rights Act (CCPA/CPRA), other applicable U.S. state privacy laws, and, where applicable, the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Individuals seeking to exercise privacy rights with respect to their personal information should consult the Privacy Policy for the appropriate contact mechanism.

B. Other Terms. Your use of the Platform is subject to all additional guidelines, rules, and agreements applicable to the Platform or certain features that we may post on or link to from the Platform. All such terms are incorporated into, and made a part of, these Terms.

13. Indemnification. You agree to indemnify, defend, and hold harmless Vintory and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) your access to or use of the Platform or the Data; (ii) your breach of these Terms or any representation or warranty made herein; (iii) your violation of any applicable law or regulation, including the CAN-SPAM Act, the TCPA, the FCRA, or any state consumer protection or privacy law; (iv) any communication you send to any contact in the Data; (v) any User Materials you upload to or otherwise make available through the Platform; (vi) your willful misconduct; (vii) any third-party claim arising from your use of the Data; or (viii) any other party's access to or use of the Platform using your account and password.

Vintory reserves the right, at its own expense, to assume exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate fully with Vintory's defense of such claim and not to settle any matter without Vintory's prior written consent. Vintory will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

14. NO WARRANTIES. VINTORY PROVIDES THE PLATFORM AND THE DATA "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VINTORY AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED. VINTORY AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION: (A) WARRANTIES OR CONDITIONS OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, AND NON-INFRINGEMENT; (B)

WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE PLATFORM OR ANY DATA AVAILABLE THROUGH THE PLATFORM WILL CREATE ANY WARRANTY REGARDING VINTORY OR THE PLATFORM THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE PLATFORM, YOUR DEALING WITH ANY OTHER USER OR THIRD PARTY, AND ANY DATA OR MATERIALS AVAILABLE THROUGH THE PLATFORM. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, AND USE, ACCESS, DOWNLOAD, OR OTHER OBTAINMENT OF DATA THROUGH THE PLATFORM, ARE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR DEVICE) OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

Some jurisdictions may prohibit a disclaimer of warranties, and you may have other rights that vary from jurisdiction to jurisdiction.

15. LIMITATION OF LIABILITY/EXCLUSIVE REMEDY. IN NO EVENT WILL VINTORY OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OR YOUR USE OF OR ACCESS, OR INABILITY TO USE OR ACCESS, THE PLATFORM OR THE DATA, WHETHER BASED ON: (A) BREACH OF CONTRACT; (B) BREACH OF WARRANTY; (C) NEGLIGENCE; OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF VINTORY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VINTORY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF THE DATA OR PLATFORM MATERIALS; (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO OR USE OF THE PLATFORM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY; OR (VI) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

THE AGGREGATE LIABILITY OF VINTORY AND ITS AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, ANY PORTION OF THE PLATFORM OR OTHERWISE UNDER THESE TERMS, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE TOTAL AMOUNT PAID BY YOU TO VINTORY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential damages; in such jurisdictions, Vintory's liability shall be limited to the greatest extent permitted by applicable law. Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these Terms. This allocation is an essential element of the agreement of the

parties. The limitations in this Section will apply even if any limited remedy fails its essential purpose.

16. Choice of Law. These Terms are governed by the laws of the State of Maryland, without giving effect to its conflict of laws provisions. Vintory operates the Platform from its offices in Maryland.

17. DISPUTES. THESE TERMS REQUIRE THE USE OF MANDATORY BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES (SECTION 17(B)), RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

A. Informal Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim and the requested relief. A Notice to Vintory should be sent to: 1103 Somerset Place, Lutherville, MD 21093, Attn: Legal. After the Notice is received, the parties shall attempt to resolve the claim informally for thirty (30) days. If the dispute is not resolved within that period, either party may begin an arbitration proceeding.

B. Mandatory Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis. All arbitration proceedings shall be held in English. Arbitration shall be administered by the American Arbitration Association (“AAA”) under its then-current Commercial Arbitration Rules. The arbitration shall be conducted by a single, neutral arbitrator in Lutherville, Maryland, unless the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00), in which case the arbitration may be conducted by telephone, online, or solely based on written submissions, at the option of the initiating party. The arbitrator’s decision shall be final and binding, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Each party shall bear its own costs and attorneys’ fees arising out of the arbitration and shall pay an equal share of the AAA’s fees and costs, unless the arbitrator determines that a claim was frivolous or brought in bad faith.

C. Small Claims Court; Equitable Relief. Notwithstanding the foregoing, either party may bring an individual action in small claims court, and either party may seek emergency injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 17. In any circumstances where arbitration does not apply or where the parties may litigate in court, the parties agree to submit to the personal jurisdiction of the courts located within Baltimore County, Maryland.

D. Claims Not Subject to Arbitration. Claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of any party’s patent, copyright, trademark, or trade secrets shall not be subject to this arbitration agreement.

E. CLASS ACTION WAIVER. YOU AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, INSTEAD ELECTING THAT

ALL CLAIMS AND DISPUTES SHALL BE RESOLVED BY ARBITRATION UNDER THIS SECTION 17.

California Residents: Notwithstanding the foregoing class action waiver, nothing in this Section 17 is intended to, or shall be construed to, waive any right to seek public injunctive relief under California law. Any claim for public injunctive relief under California law shall be severed from arbitration and litigated in a court of competent jurisdiction, with all other claims proceeding in arbitration to the extent required by this Section.

F. Confidentiality of Arbitration. All aspects of the arbitration proceeding, including the award and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.

G. Survival. This arbitration agreement will survive the termination of your relationship with Vintory.

18. General. You agree not to export from anywhere any part of the Platform provided to you, or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules, and regulations. These Terms may be amended only by a written agreement signed by authorized representatives of the parties. If any part of these Terms is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will continue in effect. The section titles in these Terms are used solely for the convenience of the parties and have no legal or contractual significance. The word “including” means “including without limitation.”

Vintory may assign these Terms, in whole or in part, at any time with or without notice to you, including in connection with a merger, acquisition, or sale of all or substantially all of its assets. You may not assign these Terms, or assign, transfer, or sublicense your rights in the Platform, without Vintory’s prior written consent. Any attempted assignment in violation of the foregoing will be null and void. These Terms shall be binding upon and inure to the benefit of the parties’ respective successors and permitted assigns.

Our failure to act with respect to a breach, or our choice to otherwise waive a breach by you or others, does not waive our right to act with respect to subsequent or similar breaches. Any waiver must be in writing and signed by an authorized representative of Vintory.

These Terms, together with the Privacy Policy and any additional terms expressly incorporated herein, constitute the entire agreement between you and Vintory with respect to the Platform and the Data and supersede all prior or contemporaneous communications of any kind between you and Vintory with respect to the Platform. Your relationship to Vintory is that of an independent contractor, and neither party is an agent or partner of the other.

19. Consent to Communications. By using the Platform, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. The foregoing does not affect your non-waivable rights under applicable law.

The Platform may provide web forms, links, or contact information that can connect you with Vintory or third parties. Communications through these methods may be recorded or monitored

for quality assurance, training, or customer service purposes. By electing to continue any recorded or monitored call or communication, you consent to such recording and monitoring by Vintory or the applicable communications service provider. The information collected through such communications is subject to the Privacy Policy.

20. User Compliance Obligations. You acknowledge that the Data includes personal contact information and that your use of such information is subject to significant legal requirements. You are solely responsible for ensuring that your use of the Data complies with all applicable laws. Your compliance obligations include, without limitation, the following:

A. CAN-SPAM Act (15 U.S.C. § 7701 et seq.). All commercial email communications sent using the Data must comply with the CAN-SPAM Act, including: maintaining a valid physical mailing address in each message; providing a clear and conspicuous opt-out mechanism; honoring opt-out requests within ten (10) business days (as required by 15 U.S.C. § 7704(a)(3)(B)(ii)); and including accurate header information and subject lines that are not deceptive.

B. Telephone Consumer Protection Act (47 U.S.C. § 227 et seq.). All calls and text messages sent using the Data must comply with the TCPA. You must obtain any required prior express written consent before placing autodialed calls or sending automated texts to wireless numbers, and must honor all do-not-call requests. You acknowledge that the TCPA applies to calls and texts to cell phone numbers regardless of whether the recipient is an individual or a business owner, and that the narrowing of the definition of “automatic telephone dialing system” (ATDS) does not eliminate TCPA obligations with respect to autodialed calls or texts to cellular numbers.

C. State Do-Not-Call and Anti-Spam Laws. You must comply with all applicable state-level do-not-call registries, anti-spam statutes, and telemarketing regulations in every state where you contact recipients using the Data.

D. Suppression Lists. You are solely responsible for maintaining and applying your own Suppression Lists (as defined in the DLA), including individuals who have previously opted out of communications from you. Vintory does not maintain or provide Suppression Lists on your behalf.

E. Accurate Identification. All communications made using the Data must accurately identify you as the sender and comply with all applicable truth-in-advertising and consumer protection laws.

F. FCRA Prohibition. You expressly represent, warrant, and covenant that you will not use the Data for any FCRA-regulated purpose, as described in Section 3(D) of these Terms.

G. No Legal Advice. Vintory does not provide legal compliance advice. You are strongly encouraged to consult with qualified legal counsel before conducting any communication campaign using the Data.

21. Confidentiality. You agree to treat the Data as the confidential and proprietary information of Vintory. You shall not disclose, share, or make available the Data to any unauthorized third party. You shall limit access to downloaded Data to only those of your employees or authorized agents who have a legitimate need to access it for the Permitted Uses described in Section 3, and only under confidentiality obligations no less protective than those set forth in this Section 21.

The confidentiality obligations in this Section 21 shall survive the termination or expiration of these Terms for a period of three (3) years, except with respect to any portion of the Data that

constitutes a trade secret under applicable law, in which case the obligations shall survive for as long as the information qualifies as a trade secret.

22. Data Privacy; State Law Notices.

A. Data Broker Registration. Vintory is registered, or is required to register, as a data broker under applicable state law, including the California Delete Act (Cal. Civ. Code § 1798.99.80 et seq., as amended by S.B. 362 (2023) and S.B. 361 (2025)), which is administered by the California Privacy Protection Agency (CPPA), among others. Information about the CPPA's Delete Request and Opt-Out Platform (DROP), through which California residents may request deletion of their personal information from registered data brokers beginning August 1, 2026, is available at cpa.ca.gov/data_brokers.

B. Consumer Privacy Rights. Individuals whose personal information may be included in the Data may have rights under applicable privacy laws, including the right to know, access, correct, delete, or opt out of the sale or sharing of their personal information. These rights are addressed in Vintory's Privacy Policy. Individuals wishing to exercise their privacy rights should contact Vintory as set forth in the Privacy Policy and in Section 24 of these Terms.

C. Notice to California Residents (Users). If you are a California resident using the Platform, under California Civil Code § 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Platform or to receive further information regarding your use of the Platform.

D. GDPR Notice. Vintory's Platform is directed to businesses operating within the United States, and use of the Data to contact persons outside the United States is expressly prohibited under Section 4 of these Terms. However, to the extent that any personal data within Vintory's database relates to individuals who are residents of the European Economic Area or the United Kingdom, Vintory processes such data in accordance with the GDPR and, where applicable, the UK GDPR. Vintory's legal basis for processing such data for the purposes described in these Terms is its legitimate interests under GDPR Article 6(1)(f), subject to appropriate balancing of those interests against the rights and freedoms of data subjects. Individuals who believe they are EU or UK data subjects and wish to exercise their rights under the GDPR (including the rights of access, rectification, erasure, restriction of processing, and objection under GDPR Articles 15-21) should contact Vintory as set forth in Section 24.

E. State Privacy Laws. Residents of certain U.S. states may have additional rights with respect to their personal information. Vintory addresses these rights in its Privacy Policy. To the extent that Users of the Platform are businesses operating in these states, Users are solely responsible for ensuring that their own use of the Data complies with applicable state privacy laws.

F. Electronic Communications. The communications between you and Vintory use electronic means. For contractual purposes, you (i) consent to receive communications from Vintory in electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Vintory provides to you electronically satisfy any legal requirement that such communications be in writing. The foregoing does not affect your non-waivable rights.

23. Effect of Termination. Upon termination of these Terms for any reason: (i) your license to access and use the Platform and the Data immediately terminates; (ii) you must promptly cease using any Data downloaded from the Platform for new campaigns; and (iii) Sections 3(D), 7(C),

8, 9, 12, 13, 14, 15, 16, 17, 18, 20, and 21 shall survive termination of these Terms. Section 19 shall survive termination of these Terms to the extent incidental to these Terms or as required by applicable law.

24. Contact Information. The Platform is offered by Vintory. You may contact Vintory by sending correspondence to the address below or by emailing info@vintory.com.

Vintory, LLC
1103 Somerset Place
Lutherville, MD 21093
Email: info@vintory.com
Website: www.vintory.com

BY CLICKING “I AGREE,” CREATING AN ACCOUNT, OR ACCESSING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE AND DATA LICENSE AGREEMENT.

[Privacy Policy](#) | [Terms of Service](#) | [Contact Us](#)

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