

TERMS OF USE

Agard Research Associates Inc.

A New Jersey Nonprofit Corporation

Effective Date: March 4, 2025

Last Updated: August 25, 2026

AGREEMENT TO THESE TERMS

We are Agard Research Associates Inc. ("Company," "we," "us," or "our"), an independent, nonpartisan public policy research institute organized as a nonprofit corporation under the laws of the State of New Jersey, with its principal mailing address at 859 US Highway 130, Ste 5 PMB 5020, East Windsor, NJ 08520-2900.

We operate the website at <https://www.agardresearchassociates.org> (the "Site"), together with any related products and services that link to these Terms of Use (the "Terms") (collectively, the "Services").

You may contact us by email at info@agardresearchassociates.org, by telephone at +1 (732) 646-6497, or by post at the address above.

These Terms are a legally binding agreement between you, whether personally or on behalf of an entity ("you"), and Agard Research Associates Inc., concerning your access to and use of the Services. By accessing the Services you confirm that you have read, understood, and agreed to be bound by them. **If you do not agree with these Terms, you must discontinue use of the Services.**

We may revise these Terms from time to time to reflect changes in our practices, our Services, or applicable law. Revised Terms are posted on the Site with the Effective Date shown at the top. For material changes we give additional notice, which may include a notice on the homepage, a notice in the Site footer, or direct email if you have given us an address. Continued use after a revision is posted constitutes acceptance of the revision. We encourage you to review these Terms periodically.

The Services are intended for users at least **13 years of age**. A user who is a minor in their jurisdiction of residence, generally a person under 18, must have the permission of and be supervised by a parent or guardian, and the parent or guardian must read and agree to these Terms before the minor uses the Services.

We recommend that you keep a copy of these Terms for your records. A downloadable copy is available on the Site.

CONTENTS

1. OUR SERVICES
2. NATURE OF THE ORGANIZATION AND ITS CONTENT
3. INTELLECTUAL PROPERTY RIGHTS
4. SEPARATE AGREEMENTS CONTROL
5. USER REPRESENTATIONS
6. PROHIBITED ACTIVITIES
7. USER-GENERATED CONTRIBUTIONS
8. CONTRIBUTION LICENSE
9. THIRD-PARTY WEBSITES AND CONTENT

10. SERVICES MANAGEMENT
11. PRIVACY
12. ACCESSIBILITY
13. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE AND POLICY
14. DESIGNATED COPYRIGHT AGENT AND SAFE HARBOR
15. TERM AND TERMINATION
16. MODIFICATIONS AND INTERRUPTIONS
17. GOVERNING LAW
18. DISPUTE RESOLUTION
19. CORRECTIONS
20. DISCLAIMER
21. LIMITATION OF LIABILITY
22. INDEMNIFICATION
23. USER DATA
24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES
25. SMS TEXT MESSAGING
26. RESEARCH INTEGRITY, PARTICIPANT PROTECTION, AND DATA ETHICS
27. RESEARCH AND INFORMATIONAL CONTENT DISCLAIMER
28. NO PROFESSIONAL ADVICE
29. EXPORT CONTROLS AND SANCTIONS
30. SECURITY AND VULNERABILITY REPORTING
31. PAYMENT AND INVOICING
32. MISCELLANEOUS
33. CONTACT

1. OUR SERVICES

Information provided through the Services is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation, or would subject us to a registration requirement in that jurisdiction. Those who access the Services from other locations do so on their own initiative and are responsible for compliance with local law.

The Services are not designed to comply with industry-specific regulatory regimes, including the Health Insurance Portability and Accountability Act, the Federal Information Security Management Act, and the Gramm-Leach-Bliley Act. If your intended use would be subject to such a regime, you may not use the Services for that purpose.

2. NATURE OF THE ORGANIZATION AND ITS CONTENT

We are a nonprofit research institute. Our published work is educational and analytical. Nothing on the Services is an endorsement of, or opposition to, any candidate for public office, and nothing on the Services should be read as a solicitation to support or oppose a candidate.

Analysis of legislation, regulation, or policy is published for public education. Where a publication expresses a view, it is the view of its authors, arrived at independently, and is not attributable to any donor, funder, partner, or affiliated institution.

Our publication of third-party research, our citation of a source, and our participation in an event do not constitute endorsement of the source, the organizers, or the other participants.

3. INTELLECTUAL PROPERTY RIGHTS

OUR CONTENT AND MARKS

We are the owner or licensee of the intellectual property rights in the Services, including source code, databases, functionality, software, design, audio, video, text, photographs, and graphics (the "Content"), and of the trademarks, service marks, and logos contained in them (the "Marks"). The Content and Marks are protected by copyright, trademark, and related law in the United States and elsewhere.

YOUR USE

Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, revocable license to access the Services and to download or print a copy of any portion of the Content to which you have properly gained access, for your personal, non-commercial use or internal business purpose.

Scholarly and educational use is expressly permitted. You may quote, cite, and excerpt our published research in academic work, classroom teaching, journalism, and policy analysis, subject to attribution and to the limits of applicable copyright law. Nothing in these Terms is intended to restrict fair use.

Except as set out above, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for a commercial purpose without our prior written permission. Requests should be addressed to info@agardresearchassociates.org. Where permission is granted, you must identify us as the owner or licensor and preserve any copyright or proprietary notice.

We reserve all rights not expressly granted. A breach of this section is a material breach of these Terms and terminates your right to use the Services immediately.

SUBMISSIONS

If you send us a question, comment, suggestion, idea, or feedback about the Services ("Submissions"), you grant us a non-exclusive, royalty-free, worldwide, perpetual license to use and act on it for any lawful purpose without acknowledgment or compensation. **You retain ownership of your Submission.** We do not claim assignment of your intellectual property in it.

Any Submission that you post publicly is also treated as a Contribution and is governed by Sections 7 and 8.

4. SEPARATE AGREEMENTS CONTROL

This section governs the relationship between these Terms and any other agreement you may have with us.

If you are a director, officer, employee, volunteer, intern, fellow, research affiliate, contractor, collaborator, or guest, and you have entered into a written agreement with us covering your work, that agreement controls the material you produce under it. **These Terms do not transfer ownership of, or claim a license in, work governed by such an agreement, and they do not override authorship, credit, publication, or confidentiality terms established by it.**

Where a conflict exists between these Terms and a separately executed written agreement, the separately executed agreement controls for the scope of that engagement.

Nothing in these Terms alters our governing documents. Where these Terms and our Bylaws or a Board-adopted policy address the same subject, the Bylaws and the Board-adopted policy control as to our internal governance.

5. USER REPRESENTATIONS

By using the Services you represent and warrant that: (1) you have the legal capacity to agree to these Terms and agree to comply with them; (2) you are at least 13 years of age; (3) you are not a minor in your jurisdiction of residence, or if you are, you have parental permission; (4) you will not access the Services by automated or non-human means except as permitted by Section 6; (5) you will not use the Services for an illegal or unauthorized purpose; and (6) your use will not violate any applicable law or regulation.

If you provide information that is untrue, inaccurate, outdated, or incomplete, we may suspend or terminate your account and refuse any current or future use of the Services.

6. PROHIBITED ACTIVITIES

You may not use the Services for any purpose other than that for which we make them available, and not in connection with a commercial endeavor except one we have specifically endorsed or approved.

You agree not to:

- Systematically retrieve data or content from the Services to compile a collection, database, or directory without our written permission
- Trick, defraud, or mislead us or other users, particularly in an attempt to obtain account credentials
- Circumvent, disable, or interfere with security-related features of the Services
- Use information obtained from the Services to harass, abuse, or harm another person
- Misuse our support services or submit false reports of abuse or misconduct
- Use the Services in a manner inconsistent with applicable law or regulation
- Engage in unauthorized framing of, or linking to, the Services
- Upload or transmit viruses, Trojan horses, or other material that disrupts the operation of the Services or another party's use of them
- Upload or transmit any passive or active information collection mechanism, including web beacons, tracking pixels, or spyware
- Engage in automated use of the system, including scripted messaging and data mining, except as permitted below
- Delete a copyright or other proprietary notice from any Content
- Impersonate another person or use another user's account
- Interfere with, disrupt, or create an undue burden on the Services or the networks connected to them
- Harass, intimidate, or threaten our directors, officers, volunteers, or agents
- Attempt to bypass measures designed to restrict access to the Services
- Copy or adapt the software underlying the Services
- Decipher, decompile, disassemble, or reverse engineer the software underlying the Services, except as permitted by applicable law
- Collect usernames or email addresses for the purpose of sending unsolicited email, or create accounts by automated means or under false pretenses
- Use the Services or the Content for a revenue-generating endeavor or commercial enterprise not approved by us
- Use the Services to advertise or offer goods and services
- Sell or transfer your profile
- Attempt to re-identify de-identified or anonymized data

PERMITTED AUTOMATED ACCESS

Standard search engine indexing is permitted. Automated collection for **non-commercial scholarly research**, including text and data mining, is permitted where it respects our robots.txt file, does not impose an undue load on our infrastructure, does not attempt to access non-public areas, and attributes the source. If in doubt, write to info@agardresearchassociates.org and ask. We would rather grant permission than litigate over a crawler.

7. USER-GENERATED CONTRIBUTIONS

The Services may invite you to comment, contribute, or participate in discussion features, and to submit text, writing, video, audio, photographs, graphics, comments, or suggestions (collectively, "Contributions"). Contributions may be visible to other users and through third-party websites, and may be treated as non-confidential and non-proprietary.

When you make a Contribution you represent and warrant that:

- Its creation, distribution, display, and copying do not infringe the copyright, patent, trademark, trade secret, or moral rights of any third party
- You are its creator and owner, or you have the licenses, rights, consents, releases, and permissions necessary to authorize the uses contemplated by these Terms
- You have the consent of every identifiable individual appearing in it to the use of their name or likeness
- It is not false, inaccurate, or misleading
- It is not unsolicited advertising, promotional material, a pyramid scheme, a chain letter, spam, or another form of solicitation
- It is not obscene, violent, harassing, libelous, slanderous, or otherwise objectionable
- It does not ridicule, mock, disparage, intimidate, or abuse any person
- It does not harass, threaten, or promote violence against a person or class of persons
- It does not violate any applicable law, regulation, or rule
- It does not violate the privacy or publicity rights of a third party
- It does not violate any law protecting the health or well-being of minors
- It does not include offensive content directed at race, national origin, gender, sexual orientation, disability, religion, or age
- It does not link to material that violates these Terms or applicable law

Use of the Services in violation of this section may result in suspension or termination of your access.

We have no obligation to monitor Contributions, but we may remove or edit any Contribution at any time and without notice if in our reasonable opinion it is harmful or in breach of these Terms. If we do so we may also suspend or disable your account.

8. CONTRIBUTION LICENSE

By posting a Contribution, you grant us a non-exclusive, transferable, royalty-free, fully paid, worldwide license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, excerpt, and distribute the Contribution, to prepare derivative works of it, and to sublicense the foregoing, in any media now known or later developed, **for purposes connected with our charitable and educational mission.**

You retain ownership of your Contribution and of any intellectual property rights in it. We assert no ownership over it. We are not liable for statements or representations contained in a Contribution.

You may withdraw a Contribution by writing to info@agardresearchassociates.org. On withdrawal we will cease further public display within a reasonable period. We are not required to recall copies already distributed, to alter an archived publication in which the Contribution was cited, or to remove material where retention is required by law or by research integrity obligations.

You are responsible for your Contributions. We may edit, re-categorize, or delete a Contribution at any time and for any reason, without notice, and we have no obligation to monitor Contributions.

9. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain links to other websites ("Third-Party Websites") and may include articles, photographs, text, graphics, designs, music, sound, video, information, applications, software, and other items originating from third parties ("Third-Party Content"). We do not investigate, monitor, or verify Third-Party Websites or Third-Party Content, and we are not responsible for their content, accuracy, opinions, reliability, privacy practices, or policies.

Inclusion of or linking to a Third-Party Website or Third-Party Content does not imply endorsement. If you leave the Services, these Terms no longer govern, and you should review the terms and privacy practices of the site you have moved to.

Purchases made through Third-Party Websites are exclusively between you and that third party. We take no responsibility for them.

10. SERVICES MANAGEMENT

We reserve the right, but assume no obligation, to: (1) monitor the Services for violations of these Terms; (2) take legal action against a person who violates the law or these Terms, including reporting to law enforcement; (3) refuse, restrict access to, limit the availability of, or disable any Contribution; (4) remove or disable files and content that are excessive in size or burdensome to our systems; and (5) otherwise manage the Services to protect our rights and property and to ensure their proper functioning.

11. PRIVACY

We care about data privacy and security. Please review our Privacy Policy and our Cookie Policy. By using the Services you agree to be bound by our Privacy Policy, which is incorporated into these Terms by reference.

The Services are hosted in the United States. If you access them from a region whose laws governing the collection, use, or disclosure of personal data differ from those of the United States, your continued use transfers your data to the United States, and you consent to that transfer and to processing there.

We do not knowingly collect or solicit information from children. Consistent with the Children's Online Privacy Protection Act, if we obtain actual knowledge that a person under 13 has provided personal information without verifiable parental consent, we will delete it promptly. To exercise a privacy right, see our Data Subject Access Request Procedure.

12. ACCESSIBILITY

We are committed to making the Services usable by people with disabilities. Our Accessibility Statement describes our conformance target, the features we have implemented, the limitations we know about, and how to report a barrier or request content in an alternative format.

If any part of these Terms or of our published material is inaccessible to you, write to accessibility@agardresearchassociates.org and we will provide it in a format you can use, at no charge.

13. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE AND POLICY

NOTIFICATIONS

We respect the intellectual property rights of others. If you believe material available on or through the Services infringes a copyright you own or control, notify our Designated Copyright Agent using the contact information in Section 14 (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material. Under federal law you may be liable for damages if you make a material misrepresentation in a Notification. If you are uncertain whether the material infringes your copyright, consider consulting an attorney first.

A Notification should meet the requirements of 17 U.S.C. § 512(c)(3) and include: (1) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or a representative list if multiple works are covered; (3) identification of the material claimed to be infringing, with information sufficient to permit us to locate it; (4) information sufficient to permit us to contact you, such as an address, telephone number, and email address; (5) a statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the Notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right allegedly infringed.

COUNTER NOTIFICATION

If you believe your material was removed as a result of mistake or misidentification, you may submit a written counter notification to our Designated Copyright Agent (a "Counter Notification"). To be effective it must include: (1) identification of the material removed or disabled and the location at which it appeared; (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or, if your address is outside the United States, of any judicial district in which we may be found; (3) a statement that you will accept service of process from the party who filed the Notification or that party's agent; (4) your name, address, and telephone number; (5) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and (6) your physical or electronic signature.

On receipt of an effective Counter Notification we will restore the material unless we first receive notice that the party who filed the Notification has commenced a court action to restrain the alleged infringement. A material misrepresentation in a Counter Notification may expose you to damages, including costs and attorneys' fees, and a false Counter Notification constitutes perjury.

REPEAT INFRINGERS

We terminate, in appropriate circumstances, the accounts of users who are repeat infringers.

14. DESIGNATED COPYRIGHT AGENT AND SAFE HARBOR

We participate in the notice-and-takedown process established by the Digital Millennium Copyright Act and maintain a designated agent to receive notifications.

Designated Copyright Agent

Agard Research Associates Inc.

Attn: Designated Copyright Agent

Email: copyright@agardresearchassociates.org

Telephone: + 1 (732) 646-6497

Postal: 859 US Highway 130, Ste 5 PMB 5020, East Windsor, NJ 08520-2900, United States

Our designated agent information is registered with the United States Copyright Office under registration **DMCA-1079619**. The agent's name, address, telephone number, and email address are publicly available through the Copyright Office directory of designated agents.

We may remove or disable access to material alleged to be infringing and may terminate repeat infringers in appropriate circumstances.

15. TERM AND TERMINATION

These Terms remain in effect while you use the Services. **We reserve the right, in our sole discretion and without notice or liability, to deny access to and use of the Services, including by blocking IP addresses, to any person for any reason, including breach of a representation, warranty, or covenant in these Terms or of applicable law. We may terminate your use of the Services or delete content you have posted at any time, without warning.**

If we terminate or suspend your account, you may not register a new account under your name, a fictitious or borrowed name, or the name of a third party. We reserve the right to pursue civil, criminal, and injunctive relief.

16. MODIFICATIONS AND INTERRUPTIONS

We may change, modify, or remove the contents of the Services at any time and without notice, and we have no obligation to update information. We are not liable for any modification, suspension, or discontinuance of the Services.

We cannot guarantee that the Services will be available at all times. Hardware, software, or maintenance issues may cause interruptions, delays, or errors. You agree that we have no liability for loss, damage, or inconvenience caused by your inability to access the Services during downtime. Nothing in these Terms obliges us to maintain, support, correct, or update the Services.

17. GOVERNING LAW

These Terms and your use of the Services are governed by and construed in accordance with the laws of the State of New Jersey, applicable to agreements made and to be performed entirely within New Jersey, without regard to conflict of law principles.

18. DISPUTE RESOLUTION

INFORMAL NEGOTIATION

To resolve disputes efficiently, you and we agree to attempt to negotiate any dispute, controversy, or claim relating to these Terms (a "Dispute") informally for at least thirty (30) days before initiating arbitration. Informal negotiation begins on written notice from one party to the other.

BINDING ARBITRATION

If informal negotiation does not resolve the Dispute, it will be finally and exclusively resolved by binding arbitration, except for the Disputes excluded below. **YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND TO A JURY TRIAL.**

Arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association and, where appropriate, its Supplementary Procedures for Consumer Related Disputes. Your arbitration fees and share of arbitrator compensation are governed by, and where applicable limited by, the Consumer Rules.

Arbitration may be conducted in person, by submission of documents, by telephone, or online. The arbitrator will decide in writing but need not state reasons unless a party requests them. The arbitrator must follow applicable law, and an award may be challenged if the arbitrator fails to do so. Except where the applicable rules or law provide otherwise, arbitration will take place in Monmouth County, New Jersey. Either party may go to court to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on an award.

If a Dispute proceeds in court rather than in arbitration, it will be brought in the state or federal courts located in Monmouth County, New Jersey, and the parties consent to jurisdiction there and waive defenses of lack of personal jurisdiction and forum non conveniens. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

No Dispute may be commenced more than **one (1) year** after the cause of action arose. If this limitation is found unenforceable, the Dispute will be decided by a court of competent jurisdiction in the venue identified above.

RESTRICTIONS

Arbitration is limited to the Dispute between the parties individually. To the full extent permitted by law: (a) no arbitration may be joined with another proceeding; (b) there is no right or authority for a Dispute to be arbitrated on a class basis or using class procedures; and (c) there is no right or authority for a Dispute to be brought in a representative capacity on behalf of the general public or any other person.

EXCEPTIONS

The following are not subject to informal negotiation or binding arbitration: (a) a Dispute seeking to enforce or protect, or concerning the validity of, a party's intellectual property rights; (b) a Dispute arising from allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) a claim for injunctive relief. **You may also bring an individual claim in small claims court** if it qualifies, and you may raise a Dispute with a government agency at any time.

MANDATORY LOCAL LAW

If you are a consumer resident in the European Economic Area, the United Kingdom, or another jurisdiction whose law grants you non-waivable rights as to forum, applicable law, or collective redress, nothing in this Section 18 deprives you of those rights, and to the extent of any conflict those rights prevail.

19. CORRECTIONS

The Services may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct any error, inaccuracy, or omission and to change or update information at any time without prior notice. Where we materially correct a published research finding, we will note the correction rather than replace the text silently.

20. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE OF THEM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE SERVICES OR OF ANY WEBSITE LINKED TO THEM, AND WE ASSUME NO LIABILITY FOR: (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (2) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (3) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY PERSONAL OR FINANCIAL INFORMATION STORED IN THEM; (4) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (5) BUGS, VIRUSES, OR TROJAN HORSES TRANSMITTED THROUGH THE SERVICES BY A THIRD PARTY; OR (6) ERRORS OR OMISSIONS IN CONTENT OR ANY LOSS OR DAMAGE INCURRED AS A RESULT

OF THE USE OF CONTENT POSTED, TRANSMITTED, OR MADE AVAILABLE THROUGH THE SERVICES.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE, AND WE ARE NOT A PARTY TO AND WILL NOT MONITOR ANY TRANSACTION BETWEEN YOU AND A THIRD-PARTY PROVIDER. AS WITH ANY TRANSACTION, USE YOUR JUDGMENT AND EXERCISE CAUTION.

Some jurisdictions do not allow the exclusion of implied warranties. Where that is the case, some of the above exclusions may not apply to you.

21. LIMITATION OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, OUR AGGREGATE LIABILITY TO YOU FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO US, IF ANY.

Certain state and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If those laws apply to you, some or all of the above may not apply, and you may have additional rights. **Nothing in these Terms limits liability for fraud, for fraudulent misrepresentation, or for death or personal injury caused by negligence, where such limitation is prohibited by law.**

22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our directors, officers, agents, volunteers, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by a third party arising out of: (1) your Contributions; (2) your use of the Services; (3) your breach of these Terms; (4) breach of your representations and warranties; (5) your violation of the rights of a third party, including intellectual property rights; or (6) an overt harmful act toward another user of the Services.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with that defense. We will use reasonable efforts to notify you of any such claim on becoming aware of it.

23. USER DATA

We maintain data you transmit to the Services for the purpose of managing their performance, together with data relating to your use of them. We perform routine backups, but you are responsible for data you transmit or that relates to your activity on the Services. We have no liability for loss or corruption of that data, and you waive any right of action against us arising from such loss or corruption.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us email, and completing online forms constitute electronic communications. You consent to receive electronic communications and agree that agreements, notices,

disclosures, and other communications we provide electronically satisfy any legal requirement that they be in writing.

YOU AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICES. You waive rights or requirements under any law requiring an original signature, delivery or retention of non-electronic records, or payment by non-electronic means, except where such waiver is prohibited by law.

You may withdraw consent to electronic delivery by writing to info@agardresearchassociates.org, in which case we may be unable to provide certain Services.

25. SMS TEXT MESSAGING

PROGRAM DESCRIPTION

If you opt in to a text messaging program offered by Agard Research Associates Inc., you consent to receive text messages at the mobile number you provide. Messages may include responses to inquiries, collaboration and project updates, event notices, and service-related communications. Message frequency varies with your interaction with us. We will send no more than twenty (20) messages per user per month; where further messaging is required, we will request your consent to continue.

CONSENT IS NOT A CONDITION

Consent to receive text messages is **not** a condition of any purchase, donation, service, or participation in our research.

OPTING OUT

Reply **STOP**, **END**, **QUIT**, **CANCEL**, or **UNSUBSCRIBE** to any message to stop receiving texts. You will receive one confirmation message and no further messages thereafter. You may also opt out by writing to sms@agardresearchassociates.org.

HELP

Reply **HELP** to any message for assistance, or contact us at sms@agardresearchassociates.org or +1 (732) 646-6497.

MESSAGE AND DATA RATES

Message and data rates may apply. Rates are set by your carrier and your mobile plan, not by us. Carriers are not liable for delayed or undelivered messages.

PRIVACY

No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Information sharing with subcontractors performing support services, such as customer service or message delivery, is permitted. All other use is subject to our Privacy Policy.

26. RESEARCH INTEGRITY, PARTICIPANT PROTECTION, AND DATA ETHICS

We are committed to research integrity and to the ethical treatment of participants. You agree that you will not:

- Submit fabricated, falsified, or misleading data or materials
- Misrepresent your identity, qualifications, affiliation, or authorization
- Recruit, enroll, or engage human subjects for research requiring Institutional Review Board oversight without appropriate approval and documentation

- Collect, process, store, or disclose personal information in violation of our Privacy Policy, participant consent, or applicable law
- Attempt to re-identify de-identified or anonymized data
- Use information obtained from the Services to harass, exploit, or harm research participants or communities

We may suspend or terminate access for a violation of this section and may notify appropriate authorities, institutions, or partners where legally permitted.

If you believe research published through the Services involves error, fabrication, falsification, plagiarism, or undisclosed conflict of interest, please report it to info@agardresearchassociates.org. Reports are handled under our internal research integrity procedures. **We do not retaliate against a person who makes a report in good faith.**

27. RESEARCH AND INFORMATIONAL CONTENT DISCLAIMER

Research reports, working papers, summaries, survey results, dashboards, and related materials made available through the Services are provided as-is and for informational purposes. Their accuracy may depend on third-party sources, methodological limits, sampling error, or the passage of time. We do not guarantee completeness, accuracy, or fitness for a particular use. You are responsible for evaluating whether any research output meets your requirements.

Preliminary and working materials are identified as such. A preliminary finding should not be cited as a settled conclusion.

28. NO PROFESSIONAL ADVICE

Content on the Services is general information and is not medical, legal, financial, tax, or other professional advice. Do not rely on the Services as a substitute for professional judgment. If your question requires professional judgment, consult a qualified professional. We disclaim liability for decisions made on the basis of information obtained from the Services.

29. EXPORT CONTROLS AND SANCTIONS

You represent and warrant that you are not located in, under the control of, or a national or resident of any country or region subject to comprehensive United States embargoes, and that you are not a person on any United States government list of prohibited or restricted parties. You agree not to use the Services in violation of United States export control, sanctions, or anti-boycott law, and not to transfer, export, or re-export any portion of the Services except in compliance with such law.

30. SECURITY AND VULNERABILITY REPORTING

We take reasonable and appropriate measures to protect the security of the Services. No method of transmission or storage is completely secure.

If you discover a security vulnerability, please report it promptly to security@agardresearchassociates.org and allow us a reasonable opportunity to investigate and remediate before public disclosure. **We will not pursue legal action against a researcher who reports a vulnerability in good faith**, who limits testing to accounts and data they own or are authorized to access, who does not degrade or disrupt the Services, who does not access, modify, exfiltrate, or destroy data belonging to others, and who does not publicly disclose the issue before we have had a reasonable opportunity to address it. Testing outside those limits is unauthorized.

31. PAYMENT AND INVOICING

a. Scope

This section governs monetary transactions with Agard Research Associates Inc., including invoices, service fees, consulting engagements, research reports, sponsorships, donations, and other payments made through Wix Donations, Wix Payments, Donorbox, PayPal, credit or debit card, bank transfer, or another approved platform. By remitting payment you agree to this section as part of these Terms.

b. Invoicing and Due Dates

Invoices are payable on receipt unless stated otherwise in writing. A schedule or installment plan noted on an invoice governs. Work or delivery may be suspended until required deposits, retainers, or installments are received.

c. Late Payments

Past-due balances may accrue a service charge of one percent (1%) per month or the maximum permitted by New Jersey law, whichever is lower. We may suspend services and withhold deliverables until overdue amounts are paid in full.

d. Chargebacks and Disputes

Before initiating a payment reversal or chargeback, please contact us at billing@agardresearchassociates.org so that we have a good-faith opportunity to resolve the matter. Unwarranted chargebacks may result in suspension of services and recovery of fees or penalties imposed by the processor.

e. Donations

Donations are voluntary and generally non-refundable. A refund may be issued in the case of a demonstrated error or unauthorized transaction reported within fifteen (15) days of payment. **We make no representation as to the tax deductibility of any donation.** Whether a contribution is deductible depends on your circumstances and is a question for your own tax adviser. Donations are accepted subject to our Gift Acceptance Policy, and we may decline or return a gift in accordance with it.

f. Services and Deliverables

Payments for research, consulting, training, or informational services are final on delivery unless a written agreement provides otherwise. Digital deliverables are provided as-is and are deemed accepted five (5) business days after delivery unless written notice identifying a material non-conformity is received within that period. We will make reasonable efforts to correct a substantiated non-conformity.

g. Sponsorships and Acknowledgments

Sponsorship fees, recognition placements, and similar contributions are payable in advance and are non-refundable once the benefit or acknowledgment has been published or delivered. **Sponsorship does not constitute endorsement, partnership, or joint venture, and it confers no right of review, approval, or influence over research design, findings, or publication.**

h. Taxes and Processing Fees

All amounts are stated and payable in United States dollars. You are responsible for applicable taxes, duties, and government charges, other than taxes based on our income. Transaction and processing fees assessed by a payment intermediary are the payer's responsibility unless specified otherwise.

i. Electronic Records and Notices

You consent to receive invoices, receipts, acknowledgments, and payment-related correspondence electronically at the address you provide. Electronic records are deemed received on the date transmitted.

j. Governing Law and Venue

Payment obligations are governed by the laws of the State of New Jersey, and payment disputes are resolved as provided in Section 18.

k. Priority

If a separately executed written agreement specifies different payment terms, that agreement controls for the scope of that engagement. Otherwise this section applies.

32. MISCELLANEOUS

These Terms, together with the policies and operating rules we post on the Services, constitute the entire agreement between you and us as to their subject matter. Our failure to exercise or enforce a right or provision does not waive it. These Terms operate to the fullest extent permissible by law.

We may assign our rights and obligations at any time. We are not responsible for loss, damage, delay, or failure to act caused by events beyond our reasonable control.

If any provision or part of a provision is held unlawful, void, or unenforceable, it is severable and does not affect the validity or enforceability of the remainder. Sections 3, 8, 20, 21, 22, 23, and 32 survive termination.

No joint venture, partnership, employment, or agency relationship is created between you and us by these Terms or by your use of the Services. These Terms will not be construed against us on the ground that we drafted them. You waive any defense based on the electronic form of these Terms or the absence of signature.

CALIFORNIA USERS AND RESIDENTS

If a complaint is not satisfactorily resolved, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

33. CONTACT

To resolve a complaint or to obtain further information about use of the Services, contact us at:

Agard Research Associates Inc.

859 US Highway 130, Ste 5 PMB 5020

East Windsor, NJ 08520-2900

United States

Email: info@agardresearchassociates.org

Telephone: +1 (732) 646-6497

DIRECTED INQUIRIES

- **Copyright and DMCA:** copyright@agardresearchassociates.org
- **Privacy and data rights:** data@agardresearchassociates.org
- **Security and vulnerability reports:** security@agardresearchassociates.org
- **Donations and billing:** billing@agardresearchassociates.org
- **Accessibility:** accessibility@agardresearchassociates.org
- **SMS support:** sms@agardresearchassociates.org
- **Technical support:** it@agardresearchassociates.org

RELATED POLICIES

- [Privacy Policy](#)
- [Cookie Policy](#)
- [Data Subject Access Request Procedure](#)
- [Accessibility Statement](#)

END OF TERMS OF USE

Agard Research Associates Inc. · A New Jersey Nonprofit Corporation · EIN 33-3784865
859 US Highway 130, Ste 5 PMB 5020, East Windsor, NJ 08520-2900