



TERMS OF USE

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Effective Date: March 1, 2026

These Terms of Use ("Terms") govern access to and use of RetailStat POI data products, services, and related content made available by RetailStat, LLC ("RetailStat," "we," "us," or "our"). By purchasing, downloading, accessing, or using RetailStat POI data, you ("Customer," "you," or "your") agree to these Terms.

These Terms apply to one-time purchases of downloadable data products that are not subject to ongoing updates unless expressly stated in writing.

1. License Grant.

Subject to these Terms, RetailStat grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use RetailStat POI data ("Data") solely for Customer's internal business purposes.

All rights not expressly granted remain reserved by RetailStat.

2. Permitted Use.

Customer may:

- Use the Data internally within its organization for analysis, research, and business decision-making.
- Create reports, statistics, or visualizations derived from the Data.
- Share limited, insubstantial excerpts of Data with third parties, provided that:
 - Such excerpts do not replace or replicate the Data itself.
 - Attribution to "RetailStat" is included; a hyperlink to www.retailstat.com is also appreciated.
 - The excerpts are displayed in a manner that does not facilitate automated scraping or bulk extraction.

3. Prohibited Use.

Customer may not:

- Sell, license, sublicense, redistribute, transfer, or otherwise provide the Data to third parties in raw or substantially complete form.
- Publish or expose the Data through a public or forward-facing application, website, GIS or mapping platform, API, artificial intelligence tool, or service without prior written consent from RetailStat.
- Allow third parties to download, export, scrape, or access substantial portions of the Data.
- Use the Data to train or enable generative artificial intelligence models, large language models, or automated systems designed to replicate or create similar datasets.
- Use the Data to develop, test, enhance, or generate products or services that compete with or substitute for RetailStat offerings. Reverse engineer, scrape, decompile, or otherwise attempt to recreate underlying datasets, structure, formatting, or datasets, methodologies, or data collection processes.
- Customer may not use the Data in any manner that enables a third party to access substantially similar data without a direct license from RetailStat.

4. Ownership and Intellectual Property.

The Data and all related intellectual property, including structure, formatting, organization, compilation, and methodologies, remain the exclusive property of RetailStat or its licensors. Customer receives a limited license only and no ownership rights.

5. Payment and Purchases.

Access to Data is provided upon successful payment. Unless otherwise stated:

- Fees are non-refundable.
- Pricing may change for future purchases.
- RetailStat may suspend or revoke access for non-payment or misuse.

6. Data Standards and Disclaimers.

RetailStat maintains commercially reasonable processes to deliver high-quality, validated data. Data is provided for informational and analytical purposes and should be used in conjunction with Customer's independent business judgment.

Except for any express warranties set forth herein, the data is provided "as is." RetailStat and its third-party suppliers make no warranties, express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, currentness, or completeness.

Customer acknowledges that RetailStat is not an adviser or fiduciary and that customer bears sole responsibility for any use of or reliance on the data.

7. Limitation of Liability.

To the fullest extent permitted by law, RetailStat and its third-party suppliers shall not be liable for indirect, incidental, special, or consequential damages arising from use of the data, including without limitation loss of profits, loss of business, or loss of goodwill. RetailStat's aggregate liability shall not exceed the amount paid by customer for the applicable data purchase during the twelve (12) months preceding the claim. Any claim arising out of or relating to these terms or the data must be filed within one (1) year after the claim arises or it is forever barred.

8. Security, Access, and Enforcement.

Customer is responsible for maintaining account credentials and for all activity occurring under its account. RetailStat reserves the right to suspend or terminate access at its discretion where misuse, unauthorized access, or violation of these Terms is reasonably suspected, or where necessary to protect RetailStat's platform or Data.

9. Confidentiality.

The Data constitutes confidential and proprietary information of RetailStat. Customer agrees to protect such information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care, and to use it only as permitted under these Terms.

10. Compliance and Legal Enforcement.

Customer agrees to use the Data in compliance with all applicable laws and regulations, including without limitation privacy, data protection, export control, and anti-corruption laws.

RetailStat and its partners reserve the right to pursue legal remedies for violations of these Terms. Customer agrees to cooperate with reasonable compliance inquiries related to use of the Data. If you are unsure whether a particular use of the Data is permitted, please contact us for clarification before proceeding.

11. Changes to Terms.

RetailStat may update these Terms periodically. Continued use of the Data after updates constitutes acceptance of the revised Terms.

12. Miscellaneous.

These Terms are governed by the laws of the State of New York, excluding conflict of law principles. Any disputes shall be resolved exclusively in the state or federal courts located in New York, New York. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Each party waives any objection to venue and any right to a jury trial. RetailStat shall not be liable for failure or delay resulting from causes beyond its reasonable control. Customer shall not publicly state or imply that RetailStat endorses or is affiliated with Customer without prior written consent.

13. Contact.

Questions regarding these Terms may be directed to: sales@retailstat.com or via retailstat.com/contact-us