

TERMS OF USE

Grover Group, Inc.

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1 Acceptance of Terms

Grover Group, Inc (referred to as "Company," "us" or "we"), provides the Bayesniffer.com website (<https://bayesniffer.com>) (collectively referred to as the "Site") and generates a report (referred to as "Report") based on your personal business data given to us through the Site - to assist you in the process of analyzing the data, subject to your compliance with the following Terms and Conditions of Use ("Terms"), as well as any other written agreement(s) between us and you.

We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site after such modifications will constitute acknowledgement and acceptance of the modified Terms.

As used in these Terms, references to our "Affiliates" include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Report available on this site.

BY USING THIS SITE AND SERVICES ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE, REPORT, ANY WORK PRODUCT OF THE COMPANY, OR THESE TERMS IS TO CEASE USING THE SITE AND/OR THE REPORT OR OTHER WORK PRODUCT GENERATED BY THE SITE. THESE TERMS ARE EFFECTIVE ONCE YOU CLICK THE "I AGREE" BUTTON BELOW.

2 Service Provided

2.1 Service

The Company generates a report to assist you in the analyzing data in your business and personal life. This report is generated based on the information you provide to us.

2.2 No Guarantee

Although the Company works hard to provide quality analysis services, you understand and acknowledge that we cannot promise or guarantee any specific result or outcome from using the Site or the Report generated through this Site.

2.3 Temporary Interruptions

You understand and agree that temporary interruptions of this Site may occur as normal events that are out of our control. You also understand and agree that we have no control over third-party networks or service(s) that we may use to provide internet access to the Site or delivery of the

Report generated from the Site. You agree that the Report generated from this Site is provided "AS IS" and that we assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

3 Payment

3.1 Fees

If you choose to engage our services, you agree to pay all fees associated with such services. This site does not process credit cards or take other payment processing information. Payment processing is handled through third-party services, such as Paypal.com. In the event you sign up for a Service that is ongoing and incurs reoccurring charges (such as a subscription), such charges will be billed in advance of the service. Company may also bill for services through invoicing or other payment methods, and you will have the option of payment for services by check or cash.

3.2 Overdue Amounts

If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the services you have purchased, you agree that we may, at our option, suspend or terminate performance of our services or delivery of any Report or other Work Product and may require you to pay any overdue amounts incurred (including third part chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

4 Site Conduct, Posting Policies & Third Party Websites

4.1 Third-Party Sites and Information

This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

4.2 Promotions

From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

5 Company Intellectual Property

5.1 Content

For purposes of these Terms, "content" is defined as any information, communications, software, published works and reports, photos, video, graphics, music, sounds, or other material that can be viewed by users on our Site and is owned by Company or its Affiliates.

5.2 Ownership of Content

By accepting these Terms, you agree that all content presented to you on this Site is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of Company or its Affiliates.

The following are registered trademarks, trademarks or service marks of Company or its Affiliates: Grover Group, Inc., BayeSniffer, BayeSniffer.com, TheDataSniffer, Bayestheorem-qed.com, BayesTheorem QED and Bayes Scrolls. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Company Inc. or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Company Inc. or its Affiliates.

5.3 No warranty for Third-Party Infringement

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

6 Content You Create

6.1 Your Intellectual Property Rights

Subject to our Privacy Policy, any communication, material, data or material that you transmit to this Site or to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content ("User Content"). While you retain all rights to the User Content, you grant us (including our employees and Affiliates), a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the User Content for any purpose whatsoever, regardless of the form or medium in which it is used.

6.2 Company agrees to make efforts to prevent any unauthorized disclosure of User Content

Company will also encourage its Affiliates to adopt and promote privacy policies to prevent any unauthorized disclosure of User Content; however, the use of User Content by Affiliates is governed by the Affiliates respective privacy policies and is not subject to our control.

6.3 Confidential Information

As stated above, all communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our privacy policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

7 Data Stored on Our Servers

7.1 Storage Provided by Us

If you opt to store personal data of any kind on our servers, you understand and agree to abide by our general practices and limits concerning use of the our servers for this purpose, including without limitation the maximum number of days that uploaded content will be retained, the maximum disk space that will be allotted, and the maximum number of times you may access the services or reports generated in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site. You acknowledge that we reserve the right to remove or terminate accounts which have not paid a subscription fee (if applicable), that remain inactive for longer than (30) thirty days, or in cases where you have violated one or more terms of this Agreement.

8 Privacy and Security

8.1 Login Required

In order to access some of the content on this site, or to submit data which we will use in providing our services, you may be asked to set up an account and password. Our account registration page requests certain personal information from you ("Registration Info"). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

8.2 Passwords & Security

If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

9 Disclaimer

ALL CONTENT, SERVICES, REPORTS OR OTHER WORK PRODUCT ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT OR REPORT WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, REPORT OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR REPORTS GENERATED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR SERVICES PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. WHILE WE WILL PRODUCE A REPORT TO ASSIST YOU IN YOUR ANALYSIS AND DECISION MAKING PROCESS BASED ON THE CONSTRUCTS AND STATISTICAL PRINCIPLES OF BAYES THEOREM AND CONDITIONAL PROBABILITIES, WE DO NOT GUARANTEE THE OUTCOME OF ANY ACTION THAT MAY BE TAKEN BASED ON THIS REPORT, INCLUDING BUT NOT LIMITED TO THE USE OF HISTORICAL PRICE INFORMATION TO PREDICT FUTURE RETURNS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND OF THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES LISTED

HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR SERVICES AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS.

THE DOWNLOADING OR OTHER ACQUISITION OF ANY CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY SERVICES OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES. WE MAKE NO WARRANTY THAT INFORMATION AND DATA SUBMITTED BY YOU TO COMPANY OR ITS AFFILIATES, FOR TRANSACTIONS EXECUTED IN CONNECTION WITH THIS SITE WILL BE KEPT CONFIDENTIAL.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY SERVICES OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY CHANGES THAT AUGMENT OR ENHANCE THE THEN-CURRENT SERVICES ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

10 Limitation of Liability

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for services rendered on the Site during the one (1) month period before the act giving rise to the liability. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, UNAUTHORIZED DISCLOSURE OF DATA, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE. FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR SERVICES OR CONTENT OF THIS SITE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys fees that may arise from your use or misuse of this Site or from any reliance on reports or work product generated by us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

11 Termination of Use

Grounds for Termination. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

No Right to Services, Reports, or other Work Product Upon Termination. Upon termination and regardless of the reason(s) motivating such termination, your right to use the services, reports, or other work product available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and 3 through 11 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

12 Miscellaneous Provisions

12.1 International Use

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products or services purchased over the Internet. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

12.2 Governing Law

This Site (excluding any Third Party websites) is controlled by us from our Offices in the Commonwealth of Kentucky, and the statutes and laws of the Commonwealth of Kentucky shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the Courts of the Commonwealth of Kentucky or the U.S. District Court for the Western District of Kentucky with respect to such matters controlled by that court.

12.3 No Resale Right

You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site or services provided through this Site, beyond the limited rights granted to you under Section 5 of these Terms.

12.4 Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

12.5 Savings Clause

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

12.6 No Waiver

Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

12.7 Entire Agreement

These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.