

PRIVACY POLICY

About

This privacy policy discloses the privacy practices for Ghostly and our website www.ghostlystudio.com. This privacy policy applies solely to information collected on our website. It will notify you of the following: 1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared. 2. What choices are available to you regarding the use of your data. 3. The security procedures in place to protect the misuse of your information. 4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing

We only collect personal information that you voluntarily provide to us (e.g. name, email address, company, etc.) when you submit forms/registrations on the website. We use the information to operate, maintain, and provide features of our site and services. We do not sell or rent this information to outside third parties. However, we may share this information with trusted third party service providers that need access to perform services on our behalf (billing, technical support, etc.) These third parties do not have rights to use this information beyond what is necessary to assist with the specific service. All financial transactions are processed through secure third party payment processors that only use your information to the extent necessary to process payments. We may also release your information if required to do so by law, or in compliance with a court order. Finally, we may share aggregated demographic information (not linked to any personal information) publicly and with third parties.

Your Access to and Control Over Information

Upon request via email, you can receive information on the personal data we maintain about you, update and correct inaccuracies in your information, unsubscribe from marketing communications, have your personal data removed, and/or request export of a machine readable copy of your information. These rights are subject to certain exemptions to safeguard the public interest and our legitimate business operations and legal requirements.

Cookies

Cookies are text files placed on your device to collect standard internet log information and visitor behavior information. These cookies don't collect personally identifiable information. You can instruct your browser to refuse cookies, but that may negatively impact your site experience.

Data Security

We utilize encryption/security software and secure server protocols to safeguard your sensitive personal information transmitted online. However, no data transmitted over the internet can be guaranteed 100% secure. We cannot guarantee or warrant complete security of any information you transmit to or receive from us.

Changes To This Privacy Policy

We may update this Privacy Policy from time to time. Modifications will be posted to the website, so please check back periodically. Continued use of our services following the posting of modifications constitutes acceptance of the revised Privacy Policy.

Contacting Us

If there are any questions or concerns regarding this privacy policy, you may contact us using the information at the top of this Privacy Policy.

TERMS OF SERVICE

1. Services

Ghostly provides financial data services, analysis tools, algorithms, reports, platforms, interfaces, software, applications, and other materials (collectively "Services") through its website, URLs, mobile applications, APIs, and other portals (collectively "Platforms"). Ghostly reserves the right to modify, suspend or discontinue any Services or Platforms at any time for any reason.

2. Allowed Usage

The Services and Platforms are licensed solely for your internal business purposes consistent with this Agreement. You may access, view, download, incorporate, utilize, run, and manipulate the Services, Platforms and related data, tools and reports solely for informational and analytical purposes to conduct internal business analysis. You are granted a limited, non-transferable, non-sublicensable, revocable license to incorporate extracts and screenshots of the data into your non-public presentations, reports, and other work products for internal use only, provided such use is clearly attributed and linked to Ghostly as the source, subject to Section 3 herein regarding non-confidential information.

3. Prohibited Usage

The Services and Platforms may not be accessed or used for any competitive or commercial purpose without execution of a separate commercial license agreement with Ghostly. You may not resell, distribute, republish, scrape, retransmit, create derivative works from, decompile, reverse engineer, disassemble or extract data, tools or components thereof. Specific prohibited uses include but are not limited to: a) transferring or disclosing passwords or login credentials; b) accessing areas or features of the Services or Platforms that you are not authorized to access; c) collecting data or content in an automated manner such as web scraping without express permission; d) submitting or uploading anything that contains viruses, Trojan horses, worms or other harmful or deleterious programs or content.

4. Payment

You agree to pay applicable fees for any and all Services and Platforms accessed, including subscription fees, per search fees, or any usage based or transactional fees as displayed on the Ghostly website and order forms which are incorporated herein ("Fees"). Fees must be paid in advance in order for you to initiate or maintain access. Failure to pay Fees when due will result in the immediate suspension or termination of your access. Unpaid balances accrue interest at 1.25% per month or the maximum amount allowed by law. All Fees are non-refundable. Ghostly reserves the right to modify Fees with 30 days written notice.

5. Intellectual Property

Ghostly retains full and exclusive ownership of all intellectual property rights including copyrights, trademarks, patents, trade secrets and proprietary information inherent in or otherwise related to the Services and Platforms and any associated data, tools, applications, interfaces, platforms, software or other technology components thereof. Users obtain no ownership rights whatsoever therein under this Agreement. The Ghostly name, logo, and related trademarks may not be utilized or reproduced without prior written consent. Users must retain and not obscure or disable any Ghostly branding, links or attribution contained within the Services and Platforms.

6. Disclaimers of Warranty

While Ghostly attempts to provide Services and Platforms with reasonable care and skill, we do not guarantee the accuracy, completeness or timeliness thereof. The Services and Platforms are provided strictly on an "AS IS" basis without warranties of any kind either express or implied. Use of the Services or Platforms is at your own risk. No advice or information conveyed by Ghostly shall create any warranty not expressly stated in this Agreement.

7. Indemnification

You agree to fully reimburse, indemnify and hold harmless Ghostly, its affiliates and their respective officers, directors, employees, consultants and agents from any and all third party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys fees

8. Limitation of Liability

Under no circumstances shall Ghostly be liable for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of or in connection with your access or use of the Services and Platforms -- regardless of the form of action and whether or not such damages could have been foreseen or prevented. Furthermore, Ghostly's maximum aggregate liability arising from or related to this Agreement shall not exceed the Fees paid by you to Ghostly in the 12 month period immediately preceding the first event giving rise to the claim. This clause shall survive expiration or termination of this Agreement.

9. Term and Termination

This Agreement commences on the date which you first access any Services or Platforms and continues so long as you maintain active access to any Ghostly Services or Platforms. Ghostly reserves the right to immediately suspend or terminate this Agreement and therefore your access to any Services or Platforms if Ghostly reasonably determines you have breached this Agreement or violated any applicable laws. Effects of termination include: a) loss of access credentials and account deactivation; b) accrual of any outstanding Fees or charges; c) Ghostly archival or deletion per its standard data retention practices.

10. Miscellaneous

This Agreement shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. The parties agree that venue for any dispute regarding this Agreement shall lie exclusively with state or federal courts located in Dallas County, Texas. Each party hereby consents and submits to the personal jurisdiction of such courts. Neither party shall be liable for delays or failure in performance due to events outside the defaulting party's reasonable control. User hereby waives any and all right to participate in any class action lawsuit against Ghostly. This Agreement represents the entire understanding between the parties and supersedes any previous agreements. This Agreement may be executed electronically and in counterparts. The relationship between the parties under this Agreement shall be solely that of independent contractors. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any part of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.