

# Terms and Conditions for Coastal Research Services

## 1. Agreement to Terms, Full Assumption of Risk, and Confidentiality

By submitting a case to Coastal Research ("we," "our," or "us"), you, the client ("you" or "your"), agree to these legally binding Terms and Conditions in full. These Terms represent the entire understanding between the parties and supersede all prior agreements, communications, or representations. You acknowledge that Coastal Research's processes, methodologies, tools, techniques, and strategies are proprietary and confidential. Under no circumstances may you inquire about, reverse-engineer, or disclose any aspect of our service methodology. The results provided are for internal purposes only and must not be distributed or used outside the original scope of the case.

## 2. No Liability for Future Events, Regulatory Changes, or Legal Interpretation

Coastal Research disclaims any liability for changes in law, insurance policy standards, or regulations that may affect the applicability or use of our findings after delivery. We are not responsible for any consequences arising from future legal developments, regulatory changes, or external events impacting the client's case, business, or industry. The client assumes all responsibility for the use of the findings in compliance with current and future legal requirements.

## 3. Limitations of Liability and Remedies

Coastal Research's liability is strictly limited to the amount paid for the services provided. Coastal Research shall not be liable for any consequential, indirect, punitive, or special damages, including loss of business, profits, legal standing, or reputation. The sole remedy available to the client for disputes or errors is a refund of the fees paid for the specific service in question. Coastal Research assumes no liability for decisions made based on the results provided.

## 4. Client Assumption of Risk and Full Responsibility

You, the client, assume full responsibility for how the results provided by Coastal Research are used, interpreted, or applied in any legal, business, or professional context. Coastal Research does not provide legal advice, and the client must independently ensure that the

use of the results is compliant with local, state, and federal regulations. The client bears the full risk of applying the results in legal or regulatory contexts.

**Coastal Research is not responsible for any false, misleading, or inaccurate information provided by the client. Any actions based on incorrect or misrepresented information provided by the client are the sole responsibility of the client, including legal consequences or third-party claims.**

## **5. No Third-Party Reliance or Guarantees**

The results provided are intended solely for the client's internal use and cannot be relied upon by any third party, including legal counsel, insurers, defendants, or regulatory bodies. Coastal Research bears no responsibility for any actions, decisions, or legal outcomes by third parties based on the results provided, nor do we guarantee any particular outcome from their use.

## **6. Confidentiality and Non-Disclosure**

You agree to maintain strict confidentiality of all results and related information provided by Coastal Research. Sharing, distributing, or disclosing any information about Coastal Research's processes, methodologies, or findings to third parties is strictly prohibited without written consent. Any breach of confidentiality will result in immediate termination of services and may lead to legal action, including claims for damages and recovery of legal costs.

## **7. No Fiduciary Duty or Partnership**

This agreement does not create any fiduciary duty, partnership, or joint venture between Coastal Research and the client. Coastal Research is solely providing investigative services based on the scope agreed, and the client acknowledges that Coastal Research has no obligation to act in the client's best interests beyond delivering the agreed-upon results.

## **8. Client Duty to Provide Accurate and Complete Information**

The client is responsible for providing accurate, complete, and up-to-date information when submitting cases. Any delays, inaccuracies, or errors resulting from incomplete or incorrect information provided by the client absolve Coastal Research of all liability for

delays, errors, or failures in the investigation. The client must immediately update any information that affects the scope or nature of the services.

## **9. Comprehensive Indemnification and Hold Harmless**

You agree to indemnify, defend, and hold harmless Coastal Research, its employees, officers, directors, contractors, and agents from any claims, liabilities, damages, losses, or expenses (including legal fees) arising out of or related to your use of the results, any third-party claims related to the services provided, or any breach of these Terms.

**Indemnification includes, but is not limited to:**

- Misuse of results, breaches of confidentiality, or any illegal or improper applications of the findings.
- Third-party claims, including negligence or improper sharing of the results.
- Claims from insurers, defendants, or legal counsel related to the use or interpretation of Coastal Research's findings.

## **10. Force Majeure and Technological Failures**

Coastal Research is not liable for service delays or failures caused by events beyond its reasonable control, including acts of God, cybersecurity incidents, third-party data failures, or technical disruptions. Coastal Research will not be held responsible for any consequences arising from data breaches, database outages, or delays in access to public records or external systems used to gather information.

## **11. Arbitration and Dispute Resolution**

All disputes arising from or related to this agreement shall be resolved exclusively through binding arbitration in the State of Idaho, under the rules of the American Arbitration Association. The client expressly waives the right to participate in any class action, and all disputes must be resolved on an individual basis.

## **12. Non-Disparagement Agreement**

The client agrees not to make any negative or disparaging public statements, reviews, or remarks about Coastal Research, its services, or its employees, regardless of the outcome or results of the case. A breach of this clause will result in legal action and claims for damages.

### **13. Termination and Suspension for Non-Payment or Breach**

Coastal Research reserves the right to terminate this agreement and suspend services if the client fails to make timely payments or breaches any terms. Coastal Research may pursue legal remedies, including collection of unpaid invoices and claims for damages. Unauthorized use of findings post-termination will result in legal action.

### **14. No Alterations or Modifications Without Consent**

This agreement cannot be altered or modified by the client without written consent from Coastal Research. Any unapproved changes to the terms will render the modifications null and void.

### **15. Modifications to Terms and Future-Proofing**

Coastal Research reserves the right to update or modify these terms to reflect changes in laws, industry practices, or technology. Clients will be notified of any changes, and continued use of services constitutes acceptance of the revised terms.

### **16. Severability of Provisions**

If any part of these Terms is found to be unenforceable by a court or arbitrator, the remaining provisions will remain in full force and effect. The unenforceable part will be reformed to reflect the intent of the original clause while remaining legally valid.

### **17. Non-Assignment of Client Rights**

The client may not transfer or assign their rights or obligations under this agreement without the express written consent of Coastal Research. Unauthorized transfers will result in immediate termination of services.

### **18. Data Retention and Security**

Coastal Research retains client data and results for a maximum of 12 months after delivery. After this period, Coastal Research reserves the right to delete, archive, or anonymize data. Coastal Research will not be liable for data retention beyond the specified period, nor for unauthorized access or breaches beyond our reasonable control.

## **19. Waiver of Ongoing Obligations**

Coastal Research is not obligated to provide updates, modifications, or further investigation beyond the agreed scope of work unless expressly agreed in writing. Ongoing obligations are expressly waived unless documented in a subsequent written agreement.

## **20. Client Legal Compliance Certification**

The client certifies that they will comply with all applicable laws, regulations, and ethical standards in the use of Coastal Research's results. Coastal Research bears no responsibility for legal compliance, and the client is fully responsible for ensuring that their use of the results aligns with local, state, and federal laws.

## **21. Emerging Technology Disclaimer**

Coastal Research employs the latest technologies, including AI and data mining, in conducting investigations. Coastal Research is not liable for changes in laws or regulations regarding emerging technologies that may affect the results after delivery. The client assumes all risks related to the evolving nature of technology.

## **22. Jurisdiction and Governing Law**

All services provided by Coastal Research are governed by the laws of the State of Idaho. Coastal Research does not guarantee that its services comply with legal standards outside Idaho. The client is responsible for ensuring compliance with local laws in their jurisdiction.

## **23. Independent Contractor Relationship**

The relationship between Coastal Research and the client is that of an independent contractor. No agency, employment, partnership, or fiduciary relationship is created by this agreement.

## **24. Termination for Client Misconduct**

Coastal Research reserves the right to terminate services if the client is found to be engaging in unethical, illegal, or fraudulent activities related to the use of results. The client assumes full responsibility for any legal violations resulting from misconduct.

## **25. Acknowledgment of Terms**

By submitting a case, you acknowledge that you have read, understood, and agree to these Terms and Conditions. You confirm that you have consulted with legal counsel and assume full responsibility for compliance and application of these terms.