

TERMS OF SERVICE OF COMMONSIGHT LLC

A Virginia Limited Liability Company

Effective October 20, 2026

Summary (not part of the agreement). Commonsight sells data about the technology public libraries use. You license it for your organization's internal use; you can't resell it or use it to build a competitor. You may use it with AI tools, but not to train models. If you contact people you find through the service, follow anti-spam and telemarketing law. The data is compiled from public sources and may contain errors. Fees renew automatically unless you cancel 30 days ahead. Public bodies get a non-appropriation out. Virginia law applies.

These Terms are an agreement between Commonsight LLC, a Virginia limited liability company ("Commonsight," "we"), and the organization that uses our website, app, API or MCP server (the "Service"). They also cover anyone who uses the Service for that organization ("you").

1. Acceptance. By creating an account, clicking to accept, or using the Service, you agree to these Terms for your organization. You confirm you have authority to bind it. If you sign an order form with us, the order form and these Terms together are the agreement, and the order form controls if they conflict.

2. Business use only. The Service is for organizations and their employees or contractors acting for them, not for personal or household use. You must be at least 18.

3. Accounts. Each login is for one named user. Credentials may not be shared. You are responsible for activity under your accounts and for keeping credentials and API keys secure. Tell us promptly at legal@commonsight.io if you suspect unauthorized use. You may add users up to your plan's limit.

4. Data license. Commonsight owns the Service and the data it provides (the "Data"), including our selection, arrangement, histories and evidence records. During your subscription we grant you a non-exclusive, non-transferable license to access and use the Data for your organization's **internal business purposes**: for example, market research, sales planning, account research, and industry benchmarking. You may export Data within your plan's limits and keep copies in your own internal systems, such as a CRM, for those purposes during your subscription.

5. Restrictions. You will not, and will not let anyone else:

1. sell, resell, sublicense, publish or distribute the Data, or give third parties access to it, except as your plan or order form allows;

2. use the Data to build, enhance or supply a product or database that competes with Commonsight, or use the Service as a service bureau for others;
3. scrape, crawl or bulk-download the Service, or access it by any means other than our app, documented API and MCP server;
4. exceed usage limits, or evade rate limits or access controls;
5. reverse-engineer the Service except as the law expressly permits;
6. use the Data for any purpose covered by the Fair Credit Reporting Act (eligibility for employment, credit, insurance or housing). Commonsight is not a consumer reporting agency;
7. send bulk unsolicited email, calls or texts generated from the Data in violation of Section 7.

6. AI agents and MCP. You may connect the Service to AI assistants and agents, including through our MCP server, and use the Data with a large language model for internal analysis and inference, provided that you:

- do not use the Data to train, fine-tune or evaluate any AI model;
- do not expose the Data to third parties through the model's outputs;
- do not keep the Data in the model or its memory beyond the session in which it was retrieved, except in your own systems as Sections 4 and 14 allow;
- use settings or providers that do not train on your inputs.

You are responsible for what your agents do with your credentials.

7. Contacting people in the Data. When you contact any person you found through the Service, you will:

- contact them only about matters related to their professional role;
- comply with CAN-SPAM, the Telephone Consumer Protection Act, state telemarketing and do-not-call laws, and other applicable law;
- honor opt-outs promptly;
- stop using a person's details if we tell you they asked to be removed.

8. Your data and feedback. You own the information you put into the Service ("Customer Data"). We use it only to provide the Service, and we do not use it to train AI models. We may use de-identified, aggregated usage information to improve and report on the Service. Our [Privacy Policy](#) explains how we handle personal information. If you send us feedback or corrections, we may use them freely. Corrections to library records become part of the Data.

9. Fees and renewal. You pay the fees for your plan, shown at checkout or in your order form. Card payments are processed by Stripe. Invoices are due within 30 days.

- **Renewal:** subscriptions are annual and renew automatically for a further year unless either side cancels at least 30 days before the renewal date. You can cancel in your account settings.

- **Price changes:** we give at least 30 days' notice, effective at your next renewal.
- **Refunds:** fees are non-refundable, except that if you end the agreement because of our uncured material breach, we refund prepaid fees for the unused term.
- **Taxes:** prices exclude taxes. You pay applicable sales and use taxes unless you give us a valid exemption certificate.
- **Late payment:** we may suspend access after 15 days past due, with notice.

10. Public entities. If you are a public library, consortium, government or other public body:

- if your governing body does not appropriate funds for a later period, you may end the agreement at the end of the funded period on written notice, without penalty;
- your obligations under Sections 13 and 16 (indemnity and governing law) apply only to the extent your state's law permits;
- we understand these Terms and your records may be subject to public-records laws;
- pre-printed terms on a purchase order do not change these Terms unless both parties sign them.

11. Accuracy of the Data. The Data is compiled from public sources, automated checks and research. Library technology changes, and records may be incomplete, out of date or incorrect. That includes vendor and product identifications, historical dates, change signals, and other data. Tell us about errors and we will review them.

Disclaimer. Except as expressly stated in these Terms, the Service and Data are provided “as is” and “as available.” To the extent the law allows, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, accuracy and non-infringement. We don't promise the Service will be uninterrupted or error-free.

12. Limitation of liability. To the extent the law allows:

1. neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue or data;
2. each party's total liability under this agreement is limited to the fees you paid or owed us in the 12 months before the claim, or \$100 if you use a free plan.

These limits do not apply to your payment obligations, your breach of Sections 5–7 or 15, your indemnity obligations, or either party's gross negligence or willful misconduct. Our indemnity obligations under Section 13 are capped at two times the fees you paid or owed us in the 12 months before the claim.

13. Indemnity.

- **By you:** you will defend and indemnify Commonsight against third-party claims arising from your use of the Data in violation of Sections 5–7, including claims by people you contacted or by regulators under anti-spam, telemarketing or privacy law.

- **By us:** we will defend and indemnify you against third-party claims that the Service, used as permitted, infringes a U.S. copyright or trademark or misappropriates a trade secret.

The indemnified party must notify the other promptly and let it control the defense.

14. Term, termination and Data after termination. These Terms apply while you use the Service.

- **Ending the agreement:** either party may end it for the other's material breach not cured within 30 days of notice. We may suspend access immediately if needed to stop a security threat, a violation of Sections 5–7, or unlawful use.
- **Deleting the Data:** when your subscription ends, your license ends. You must stop using the Data and delete it within 30 days, including exports and copies in your systems. You may keep (a) Data about specific libraries or people you actually worked with in your CRM as part of ordinary sales records, and (b) copies in routine backups until they are overwritten. Section 7 still applies to what you keep.
- **Your Customer Data:** you may export it for 30 days after termination, after which we may delete it.
- **What survives:** Sections 5–7 and 11–17 survive termination.

15. Confidentiality. Each party may receive non-public information from the other that is marked confidential or that a reasonable person would treat as confidential (“Confidential Information”). Ours includes pricing, order forms, API keys and non-public Data; yours includes Customer Data. The receiving party will use Confidential Information only to perform under these Terms, protect it with reasonable care, and share it only with its employees, contractors and advisors who need it and are bound to keep it confidential. These duties last three years after the agreement ends (indefinitely for trade secrets and Customer Data). They do not cover information that is public through no fault of the receiving party, already known to it, independently developed, or that must be disclosed by law or public-records request, provided the receiving party gives notice where permitted.

16. Governing law and disputes. These Terms are governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-laws rules. The state and federal courts for the City of Richmond, Virginia have exclusive jurisdiction, and both parties consent to it. Either party may seek an injunction in any court to protect its intellectual property or Confidential Information.

17. General.

- **Assignment:** you may not assign these Terms without our consent, except to a successor of your whole business. We may assign them to an affiliate or a successor to our business.
- **Changes:** we may update these Terms by posting a new version. We will notify account holders by email at least 30 days before a material change takes effect. Changes apply to paid subscriptions at the next renewal.

- **Notices:** we send notices to your account email. Send notices to Commonsight LLC, 8401 Mayland Dr., Ste A, Richmond, VA 23294, and legal@commonsight.io.
- **Publicity:** we won't use your name or logo without your written permission.
- **Government use:** the Service is "commercial computer software" and commercial data, licensed to U.S. government users only under these Terms.
- **Other:** these Terms and any order form are the entire agreement. If a provision is unenforceable, the rest remains in effect. A failure to enforce is not a waiver. Neither party is liable for delays caused by events beyond its reasonable control. The parties are independent contractors.

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