

# ENAMELINSIGHT

by VIC2RY, Inc.

## **Terms of Purchase, License Agreement, Disclaimer & Legal Notices**

Effective Date: March 2026 · Version 2.0 (Florida Edition)

**VIC2RY, Inc.**

A corporation organized under the laws of Canada

[info@enamelinsight.com](mailto:info@enamelinsight.com) | [info@vic2ryconsulting.com](mailto:info@vic2ryconsulting.com)

## Plain-Language Summary — Please Read Before Purchasing

This summary highlights the most important points of this document in plain language. It does not replace the full Terms below, but is provided so you can make a fully informed purchasing decision before completing your transaction. We value transparency and want you to understand exactly what you are purchasing.

### What You Are Purchasing

The EnamelInsight Report is an AI-generated informational overview of publicly visible social media activity and website content for dental practices near a specified geographic area. It is not a professional consulting engagement, a guaranteed market study, or an expert analysis verified by human dental industry professionals.

### The Report Is Generated Primarily by Artificial Intelligence

The analysis, scoring, observations, and recommendations in the Report are produced substantially or entirely by automated AI systems (such as Google Gemini and Anthropic Claude). No human analyst independently verifies every data point. AI systems can and do make errors, including misidentifying equipment, credentials, or services; producing inaccurate scores; and occasionally generating plausible-sounding information that is factually incorrect.

### Data Sources Are Limited to Publicly Available Information

The Report draws only from publicly accessible social media posts (primarily Instagram and Facebook) and publicly accessible business websites. It does not capture private accounts, deleted posts, offline capabilities, pending acquisitions of technology, internal business strategies, or any non-public information. As a result, the Report reflects only what was publicly visible at the time of data collection, which may not represent the full picture of any business's capabilities.

### Geographic Coverage Is Approximate

The Report may reference a "market area" by neighborhood name, intersection, or locality (for example, "Coral Gables" or "Wilshire & Western"). This geographic label is provided as a rough, informal reference only. You should not rely on it as a precise geographic boundary.

Specifically:

- There is no guarantee that all competing dental practices within the named area or any specific radius are included in the Report.
- Some practices in the area may have been omitted due to limited or no public social media presence, data collection limitations, or other factors.
- Some practices included may be located somewhat outside what you might consider the boundaries of the named area.
- The selection of businesses analyzed is based on automated search results and proximity algorithms, not a guaranteed census of every practice in the area.

## **No Guarantees of Completeness, Accuracy, or Fitness**

The Report is provided “as is.” We do not guarantee that it is complete, accurate, current, or suitable for any particular business decision. Scores and rankings are algorithmic outputs, not professional assessments of care quality or business competence.

## **All Sales Are Final**

Due to the digital nature of the Report and its immediate delivery, all sales are final and no refunds will be issued. This policy is disclosed to you before purchase. If you have questions about what the Report contains, please contact us before purchasing.

## **Dispute Resolution**

For disputes under \$5,000, either party may file in small claims court in the Purchaser’s county. For disputes exceeding this amount, binding arbitration applies, conducted virtually or at a mutually agreed location through the American Arbitration Association (AAA). There is a class action waiver. Full details are in Section 10 below.

## **Your Rights Under Florida Law**

If you are a Florida purchaser, nothing in these Terms waives or limits your rights under the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Florida Statutes §§ 501.201–501.213, to the extent those rights cannot be waived by contract. We have made every effort to draft these Terms to be compatible with Florida law.

## 1. Definitions

“**Company,**” “**we,**” “**us,**” or “**our**” refers to VIC2RY, Inc., a corporation organized under the laws of Canada, operating under the trade name EnamelInsight, including its officers, directors, shareholders, employees, contractors, agents, affiliates, successors, and assigns.

“**Purchaser,**” “**you,**” or “**your**” refers to the individual, dental practice, business entity, or any person or organization that purchases, downloads, receives, accesses, views, or otherwise obtains or uses the Report, whether directly or through any agent, employee, or representative.

“**Report**” refers to the EnamelInsight informational overview report and all associated materials, including but not limited to the PDF document, any teaser or preview materials, executive summary, data tables, heatmaps, scores, ratings, observations, commentary, and any supplementary content delivered alongside or in connection with the Report. The Report is an AI-generated informational product, not a professional consulting deliverable.

“**AI Systems**” refers to any and all artificial intelligence, machine learning, large language model, computer vision, natural language processing, or automated data processing technologies used in the research, data collection, analysis, scoring, generation, compilation, formatting, or delivery of the Report, including but not limited to systems provided by third-party providers such as Google (Gemini), Anthropic (Claude), OpenAI, or any other AI service provider.

“**Data Sources**” refers to publicly available information from which Report content is derived, including but not limited to public social media posts and profiles on Instagram, Facebook, and other platforms; publicly accessible business websites; Google Business profiles; and other publicly available online information. The Report does not draw from private, paywalled, or access-restricted sources.

“**Competitive Advantage Score**” or “**CA Score**” refers to the numerical rating (1–5 scale) assigned to businesses across five categories (Technology, Certification/License, Methodology, Service, and Promotional Offer) as described in the Report. These scores are generated through AI analysis and represent algorithmic assessments only. They are not professional evaluations, endorsements, rankings of care quality, or factual determinations.

“**Market Area**” refers to the approximate geographic reference (such as a neighborhood name, intersection, or locality) used to describe the general area covered by the Report. This is an informal label and does not represent a precise, guaranteed, or exhaustive geographic boundary.

## 2. Acceptance of Terms

**IMPORTANT — READ CAREFULLY:** By purchasing, downloading, accessing, or using the Report in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms of Purchase, License Agreement, Disclaimer & Legal Notices (collectively, the “Terms”) in their entirety. If you do not agree to all of these Terms, you must not purchase, download, access, or use the Report.

These Terms constitute a legally binding agreement between you and VIC2RY, Inc. Your completion of the purchase transaction — including clicking any “I Agree,” “Purchase,” “Buy Now,” or similar button, or providing payment information — constitutes your electronic signature and acceptance of these Terms with the same legal force and effect as a handwritten signature.

We reserve the right to modify these Terms at any time. The version in effect at the time of your purchase governs your transaction. Continued use of the Report after any modification constitutes acceptance of the revised Terms.

## 3. Nature of the Report — Critical Disclaimers

### 3.1 AI-Generated Content

**THE REPORT IS GENERATED SUBSTANTIALLY OR ENTIRELY THROUGH AUTOMATED AI SYSTEMS. You expressly acknowledge and agree that:**

- The Report is produced using artificial intelligence and automated data processing technologies. No human analyst has independently verified each individual data point, score, observation, or recommendation contained in the Report.
- AI Systems may produce inaccurate, incomplete, outdated, misleading, or fabricated content, including but not limited to incorrect identification of equipment, technologies, certifications, or services; misattribution of social media content; erroneous scoring; factual errors; and hallucinated or confabulated information that appears plausible but is entirely incorrect.
- Competitive Advantage Scores are algorithmic outputs based on pattern recognition applied to publicly available content. They do not constitute professional assessments, expert evaluations, endorsements, rankings of care quality, or certifications of any kind.
- The Company makes no representation that any human expert in dentistry, business analysis, competitive intelligence, marketing, or any other field has reviewed, validated, approved, or endorsed the Report’s contents.
- The inclusion or exclusion of any business, technology, credential, service, or promotional offer in the Report does not constitute an endorsement, criticism, recommendation, or factual determination by the Company.

### 3.2 Data Sources and Limitations

**THE REPORT RELIES EXCLUSIVELY ON PUBLICLY AVAILABLE INFORMATION AND IS SUBJECT TO INHERENT LIMITATIONS. You expressly acknowledge and agree that:**

- The Report analyzes only content from publicly accessible social media accounts (primarily Instagram and Facebook) and publicly accessible business websites. It does not access private accounts, direct messages, deleted content, paywalled content, or any non-public information.

- Businesses that do not maintain a public social media presence or website may be absent from the Report entirely, regardless of their actual competitive position in the market.
- Social media content analyzed may have been deleted, modified, or made private between the time of data collection and Report delivery. The Report reflects a snapshot in time and is not a real-time or continuously updated product.
- The Report cannot capture offline capabilities, internal business strategies, pending technology acquisitions, staff credentials not publicly displayed, or any other non-public information that may affect a business's actual competitive position.

### **3.3 Geographic Coverage and Market Area**

**THE GEOGRAPHIC SCOPE OF THE REPORT IS APPROXIMATE AND NOT GUARANTEED. You expressly acknowledge and agree that:**

- The "Market Area" name appearing on the Report cover, invoice, or marketing materials (such as a neighborhood name like "Coral Gables" or an intersection like "Wilshire & Western") is an informal, approximate geographic reference only. It is not a precisely defined boundary.
- There is no guarantee that all dental practices operating within the named area or any specific radius are included in the Report. Some practices may have been omitted due to limited public online presence, data collection limitations, platform algorithm behavior, or other factors.
- Some practices included in the Report may be located outside what you might consider the boundaries of the named Market Area.
- The selection of practices analyzed is based on automated search results and proximity algorithms, and does not represent a guaranteed census, directory, or exhaustive survey of every dental practice in the area.
- The number of practices analyzed (typically 10) is a fixed sample size and may not represent the total number of practices operating in the area.

### **3.4 Not Professional Advice**

**THE REPORT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS PROFESSIONAL ADVICE OF ANY KIND, including but not limited to:**

- Business, strategic, or management consulting advice
- Marketing, advertising, or promotional advice
- Financial, investment, or accounting advice
- Legal, regulatory, or compliance advice
- Dental, medical, healthcare, or clinical advice
- Technology procurement or purchasing recommendations
- Any other form of professional counsel or guidance

The Report is provided solely for general informational and educational purposes. Any actions you take based on the Report are taken at your sole risk and discretion. You should consult with qualified professionals in the relevant fields before making any business, financial, legal, clinical, or other decisions.

### **3.5 No Guarantee of Accuracy, Completeness, or Currency**

The Company expressly disclaims any and all representations and warranties regarding the accuracy, completeness, reliability, timeliness, currency, or fitness for any particular purpose of any information contained in the Report. Without limiting the foregoing:

- Equipment, technology, certifications, and services identified in the Report are based on AI interpretation of visual and textual content. Misidentification of brands, models, certifications, or capabilities is possible and should be expected.
- Engagement metrics (likes, comments, shares, reactions) are approximate and may not reflect current counts. Platform algorithm changes, content removals, and account modifications may affect the accuracy of reported metrics.
- Google Business ratings, review counts, follower counts, and other third-party metrics are subject to change and may not match current values.
- Business websites may have been updated, restructured, or taken offline after analysis. Website-sourced information may no longer be current at the time you receive the Report.

### **3.6 No Endorsement or Criticism of Businesses**

The inclusion of any dental practice in the Report does not constitute an endorsement, recommendation, referral, or criticism of that practice. Competitive Advantage Scores and observations are automated algorithmic outputs and do not represent the opinion of the Company, its employees, or any human analyst. A high score does not indicate quality of care, patient outcomes, ethical standards, or professional competence. A low score does not indicate deficiency, incompetence, or inferiority.

## **4. Purchase Terms**

### **4.1 Pricing and Payment**

The purchase price is as stated at the time of transaction. All prices are in United States Dollars (USD) unless otherwise specified. Payment is processed by third-party payment processors (including but not limited to Stripe and PayPal). The Company does not store your credit card or payment information. You agree to the payment processor's own terms of service and privacy policy in addition to these Terms.

## 4.2 No Refund Policy

**ALL SALES ARE FINAL. Due to the digital nature of the Report and its immediate delivery upon purchase, no refunds, exchanges, credits, or chargebacks will be issued under any circumstances, including but not limited to:**

- Dissatisfaction with the Report's content, findings, scores, or observations
- Discovery of inaccuracies, errors, omissions, or outdated information in the Report
- Changes in the competitive landscape after Report generation
- Inability to open, view, or print the Report due to your software, hardware, or technical limitations
- The Report not meeting your expectations, regardless of how those expectations were formed
- Duplicate purchase or accidental purchase
- Any claim that the Report caused harm, loss, or damages of any kind

By completing your purchase, you expressly waive any right to a refund and acknowledge that this no-refund policy was clearly disclosed to you prior to purchase. This no-refund policy is prominently stated here and at the point of sale in compliance with applicable law.

If you have questions about what the Report contains or covers before purchasing, please contact us at [info@enamelinsight.com](mailto:info@enamelinsight.com). We encourage you to ask questions before completing your purchase.

## 4.3 Delivery

The Report will be delivered electronically in PDF format via download link and/or email immediately or shortly after successful payment processing. The Company is not responsible for email delivery failures, spam filtering, download errors, or any other technical issues beyond its reasonable control that may delay or prevent delivery. If you do not receive the Report within 24 hours of purchase, contact [info@enamelinsight.com](mailto:info@enamelinsight.com).

# 5. License and Intellectual Property

## 5.1 Limited License Grant

Upon purchase, VIC2RY, Inc. grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Report solely for your own internal business purposes. This license permits you to:

- View, read, and print the Report for your own use within your dental practice or business entity
- Share the Report internally within the purchasing dental practice or business entity, limited to owners, partners, officers, and direct employees
- Reference the Report's findings in internal business discussions and strategic planning

## 5.2 Restrictions

You expressly agree NOT to:

- Redistribute, resell, sublicense, publish, post online, or otherwise make the Report available to any third party, including but not limited to other dental practices, competitors, consultants, marketing agencies, or the general public
- Reproduce, duplicate, copy, or create derivative works based on the Report or any portion thereof, except for reasonable excerpts for internal use as permitted above
- Remove, alter, or obscure any proprietary notices, branding, watermarks, confidentiality notices, or copyright markings on the Report
- Use the Report or any of its contents to disparage, defame, harass, or harm any dental practice or individual named or referenced therein
- Use the Report or its contents in any legal proceeding, regulatory filing, complaint, or dispute against any business or individual referenced in the Report
- Use the Report or its findings in any advertising, marketing, public relations, or promotional material without prior written consent from VIC2RY, Inc.
- Use automated tools to extract, scrape, or data-mine the Report's contents
- Reverse-engineer the scoring methodology, algorithms, or AI prompts used to generate the Report

## 5.3 Ownership

The Report, including its structure, format, design, methodology, scoring framework, brand elements, and all content (except publicly sourced data attributed to third parties), is and remains the exclusive property of VIC2RY, Inc. and/or its licensors. Your purchase grants a license to use, not ownership of, the Report. All rights not expressly granted herein are reserved.

## 5.4 Confidentiality

The Report is designated as CONFIDENTIAL. You agree to maintain the confidentiality of the Report and to take reasonable measures to prevent unauthorized access, distribution, or disclosure. You acknowledge that VIC2RY, Inc. may offer the Report (or substantially similar reports covering the same or overlapping areas) to other businesses, including businesses analyzed in your Report.

## 6. Limitation of Liability

### 6.1 Limitation

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO THE LAWS OF THE STATE OF FLORIDA, IN NO EVENT SHALL VIC2RY, INC., ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS,**

**AFFILIATES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE “COMPANY PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, including but not limited to:**

- Loss of profits, revenue, business, goodwill, reputation, data, or anticipated savings
- Cost of procurement of substitute goods or services
- Damages arising from business decisions made in reliance on the Report
- Damages arising from inaccuracies, errors, omissions, or outdated information in the Report
- Emotional distress, reputational harm, or personal injury

THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY (whether in contract, tort including negligence, strict liability, warranty, misrepresentation, or any other legal or equitable theory), even if the Company Parties have been advised of the possibility of such damages, and even if a limited remedy set forth herein is found to have failed of its essential purpose.

## **6.2 Maximum Aggregate Liability**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF ALL COMPANY PARTIES ARISING OUT OF OR RELATED TO THE REPORT, THESE TERMS, OR YOUR PURCHASE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SPECIFIC REPORT GIVING RISE TO THE CLAIM. This cap applies to all claims in the aggregate, not per claim.**

## **6.3 Preservation of Statutory Rights**

Nothing in this Section 6 is intended to limit or exclude any liability that cannot be limited or excluded under applicable law, including applicable provisions of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Florida Statutes §§ 501.201–501.213. To the extent any limitation in this section conflicts with mandatory provisions of applicable law, the mandatory provision shall control and the remainder of these limitations shall remain in full force and effect.

## **6.4 Acknowledgment of Risk**

You expressly acknowledge that the Report is generated by AI Systems that are inherently imperfect and prone to errors. You assume all risk associated with your use of or reliance on the Report. You agree that the limitations and exclusions of liability in these Terms are fair and reasonable given the nature of the Report, the price paid, and the allocation of risk between the parties.

## 7. Indemnification

You agree to defend, indemnify, and hold harmless the Company Parties from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- Your use, misuse, or reliance on the Report
- Your breach of any term or condition of these Terms
- Your violation of any applicable law, regulation, or third-party right in connection with your use of the Report
- Any claim by a third party (including any business or individual referenced in the Report) arising from your use, distribution, or disclosure of the Report or its contents
- Any business decision, action, or omission you make based on or influenced by the Report

This indemnification obligation survives the termination or expiration of these Terms and your use of the Report.

## 8. Warranty Disclaimer

**THE REPORT IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:**

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties arising from course of dealing, usage, or trade practice
- Warranties of accuracy, reliability, completeness, or timeliness of the Report's content
- Warranties that the Report will meet your requirements or expectations
- Warranties that the Report will be error-free or free of harmful components
- Warranties regarding the results that may be obtained from use of the Report
- Warranties that defects in the Report will be corrected

No oral or written information or advice given by the Company or its representatives shall create a warranty or in any way increase the scope of the warranties expressly disclaimed herein. Some jurisdictions do not allow the exclusion of certain warranties; in such jurisdictions, the above exclusions shall apply to the fullest extent permitted by law.

## **9. Data Collection, Privacy, and Third-Party Content**

### **9.1 Public Data Only**

The Report is compiled exclusively from publicly available information. The Company does not access private accounts, direct messages, non-public pages, password-protected content, or any information that is not freely and openly accessible on the public internet. The Company does not hack, breach, circumvent security measures, or engage in any unauthorized access to obtain information.

### **9.2 Third-Party Content**

The Report may contain, reference, or reproduce screenshots, thumbnails, excerpts, or descriptions of content originally created by third parties (including the dental practices analyzed). Such content is used for purposes of informational analysis and commentary. The Company does not claim ownership of third-party content. The inclusion of such content does not imply endorsement by or affiliation with the original content creators.

### **9.3 Your Personal Information**

When you purchase the Report, we collect only the information necessary to process your transaction and deliver the Report (e.g., email address, payment information via our payment processor). We do not sell, rent, or share your personal information with third parties except as necessary to process your payment and deliver the Report. Our payment processors (Stripe, PayPal) maintain their own privacy policies that govern their handling of your payment data.

### **9.4 Social Media Platform Terms**

You acknowledge that social media platforms (including Instagram, Facebook, and others) have their own terms of service governing access to and use of content posted on their platforms. The Company's data collection practices are designed to access only publicly available content. However, the Company makes no guarantee regarding compliance with every provision of every platform's terms of service, which may change without notice. Any risk associated with the use of data sourced from social media platforms is assumed by you.

### **9.5 Florida Digital Bill of Rights**

To the extent the Florida Digital Bill of Rights (Fla. Stat. §§ 501.701–501.721) applies to the Company's activities, the Company will comply with its applicable obligations thereunder. The Company does not sell personal data, does not engage in targeted advertising based on personal data collected through Report purchases, and does not process sensitive personal data beyond what is necessary to complete the transaction and deliver the Report.

## 10. Governing Law and Dispute Resolution

### 10.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to conflict of laws principles, except to the extent that mandatory provisions of Canadian federal or provincial law apply to the Company. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The parties agree that the choice of Florida law is reasonable and appropriate given that the Purchaser is expected to be located in Florida and the Report pertains to businesses operating in Florida.

### 10.2 Small Claims Court Exception

Notwithstanding the arbitration provisions below, either party may bring an individual action in small claims court in the county where the Purchaser resides (or, if the Company is the claimant, in the county where the Purchaser resides or in a small claims court of competent jurisdiction), provided the claim falls within the jurisdictional limits of that court. This small claims court option is available as an alternative to arbitration for eligible claims and is intended to provide accessible, low-cost dispute resolution proportionate to the value of the transaction.

### 10.3 Mandatory Arbitration for Claims Exceeding Small Claims Limits

**FOR ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS, THE REPORT, OR YOUR PURCHASE THAT EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT, SUCH DISPUTE SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (or, if those rules are inapplicable, its Commercial Arbitration Rules — Expedited Procedures for claims under \$75,000).**

Arbitration shall be conducted:

- By a single arbitrator selected in accordance with AAA rules
- Virtually by videoconference, unless both parties agree in writing to an in-person hearing, in which case the hearing shall take place in the county where the Purchaser resides or in Miami-Dade County, Florida
- In the English language
- Under the substantive law of the State of Florida

The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The arbitrator shall have the authority to award any remedy that would be available in a court of competent jurisdiction under applicable law, including but not limited to actual damages and, where permitted by statute, reasonable attorneys' fees and costs.

Each party shall bear its own arbitration costs and attorneys' fees, unless the arbitrator determines that a party's claim or defense was frivolous or brought in bad faith, or unless applicable law (including FDUTPA) requires otherwise.

## **10.4 Class Action Waiver**

**YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. You expressly waive any right to participate in a class action lawsuit or class-wide arbitration against the Company.**

If any court or arbitrator determines that this class action waiver is unenforceable as to a particular claim or request for relief, then that claim or request for relief shall be severed and may proceed in court, while all remaining claims shall continue in arbitration.

## **10.5 Limitation Period**

Any claim or cause of action arising out of or related to the Report or these Terms must be filed within two (2) years after the claim arose, or within such longer period as may be required by applicable mandatory law. Claims filed after the applicable period are barred to the fullest extent permitted by law.

## **10.6 Injunctive Relief**

Notwithstanding the arbitration requirement, the Company may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened breach of these Terms, including but not limited to unauthorized distribution or use of the Report.

# **11. General Provisions**

## **11.1 Entire Agreement**

These Terms constitute the entire agreement between you and the Company regarding the Report and supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral.

## **11.2 Severability**

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

## **11.3 No Waiver**

The failure of the Company to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. No waiver shall be effective unless made in writing and signed by an authorized representative of the Company.

## **11.4 Assignment**

You may not assign, transfer, or delegate your rights or obligations under these Terms without the prior written consent of the Company. The Company may freely assign its rights and obligations under these Terms to any successor entity or affiliate.

## **11.5 Force Majeure**

The Company shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, power failures, internet outages, third-party service provider failures, or AI system malfunctions.

## **11.6 Notices**

All notices to the Company shall be sent to [info@enamelinsight.com](mailto:info@enamelinsight.com) or [info@vic2ryconsulting.com](mailto:info@vic2ryconsulting.com). Notices to you shall be sent to the email address provided at the time of purchase. Notices are deemed received when sent.

## **11.7 Survival**

Sections 3 (Nature of the Report), 5 (License and Intellectual Property), 6 (Limitation of Liability), 7 (Indemnification), 8 (Warranty Disclaimer), 10 (Governing Law and Dispute Resolution), and this Section 11 shall survive the expiration or termination of these Terms.

## **11.8 Language**

These Terms are drafted in English. In the event of any translation, the English version shall prevail.

# **12. Florida-Specific Provisions**

## **12.1 Florida Purchasers**

If you are located in the State of Florida, the following provisions apply:

- These Terms are governed by Florida law as set forth in Section 10.1. You have the right to bring eligible claims in small claims court in your county as set forth in Section 10.2.
- Nothing in these Terms is intended to waive, limit, or modify your rights under the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Florida Statutes §§ 501.201–501.213, to the extent those rights cannot be waived by contract. If you

prevail on a FDUTPA claim, you may be entitled to recover actual damages plus reasonable attorneys' fees and court costs as provided under Florida law.

- The no-refund policy stated in Section 4.2 is prominently disclosed in these Terms and at the point of sale, in compliance with Florida Statutes § 501.142.
- The Company acknowledges that under FDUTPA, a practice may be deemed unfair or deceptive even without intent to deceive. The Company has made a good-faith effort to describe the Report accurately and to disclose its limitations prominently throughout these Terms and in the Plain-Language Summary above.

## 12.2 Other U.S. Purchasers

If you are located in a U.S. state other than Florida, you acknowledge that certain state consumer protection laws may provide additional rights. To the extent any provision of these Terms is unenforceable under the law of your state, such provision shall be modified to the minimum extent necessary to comply with applicable law, and the remainder of these Terms shall remain in full force and effect.

## 12.3 Canadian Purchasers

If you are located in Canada, you acknowledge that certain consumer protection laws in your province may provide rights that cannot be waived by contract. To the extent that any provision of these Terms conflicts with mandatory consumer protection legislation in your province, the mandatory provisions shall apply, and the remainder of these Terms shall remain in full force and effect.

## 12.4 Compliance with Applicable Laws

You are solely responsible for ensuring that your purchase and use of the Report complies with all applicable federal, state, provincial, and local laws and regulations in your jurisdiction.

## 13. Contact Information

For questions, concerns, or notices regarding these Terms or the Report:

**VIC2RY, Inc. XXXX**

**Operating as EnamelInsight**

**Email: [info@enamelinsight.com](mailto:info@enamelinsight.com)**

**Website: [enamelinsight.com](http://enamelinsight.com)**

**BY COMPLETING YOUR PURCHASE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE ABOVE TERMS.**

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