

Terms & Conditions

Effective Date: September 7, 2026

1. Agreement to Terms

These Terms & Conditions ("Terms") govern your access to and use of Labor Market Pulse ("LMP" or the "Service"), provided by Market Advantage, Inc., d/b/a WageScape ("Market Advantage," "WageScape," "we," "us," or "our"). By enrolling in, accessing, or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

If you were enrolled in the Service by an association or organization that has partnered with us ("Partner") to offer LMP as a member benefit, these Terms govern your use of the Service directly with Market Advantage. Your relationship with your Partner, such as your membership, is governed separately by that Partner.

2. Eligibility

The Service is available only to individuals who are at least 18 years old. By using the Service, you represent that you meet this requirement.

3. The Service

LMP is a monthly labor market intelligence briefing scoped to a subscriber's selected metro market and industry or job-family focus area. Briefings address local labor market conditions, field-specific implications, pay indicators, forward-looking takeaways, and related commentary. Pay indicators are one element of the briefing among several and are provided as general market intelligence — not as a compensation survey, benchmarking service, or professional pay-setting tool.

4. Free and Paid Tiers

We offer a free tier and one or more paid tiers with additional features. Paid upgrades are processed through Stripe, our third-party payment processor. By upgrading, you authorize us, through Stripe, to charge the payment method you provide on a recurring basis until you cancel. Prices, features, and available tiers may change; we will provide reasonable notice of any price change affecting an active subscription.

5. Cancellation and Refunds

You may cancel a paid subscription at any time. Cancellation takes effect at the end of the then-current billing period, and you will retain access through that period. Except as required by law or as we otherwise state at the time of purchase, fees already paid are non-refundable.

6. Account Information

You agree to provide accurate enrollment information — name, email, city/state, and focus area — and to keep it current, including updating your city or state if it changes, since briefing content is generated based on that information. You are responsible for maintaining the confidentiality of any account-access credentials or links associated with your subscription.

7. Acceptable Use

You agree not to:

- Use the Service for any unlawful purpose or in violation of these Terms
- Attempt to gain unauthorized access to the Service, our systems, or other subscribers' data
- Reproduce, resell, or redistribute briefing content outside the scope of your own individual or organizational use, except as expressly permitted under a separate written agreement, such as a Partner white-label agreement
- Use automated means to scrape, extract, or systematically download briefing content
- Interfere with or disrupt the integrity or performance of the Service

8. Intellectual Property

The Service, including all briefing content, analysis, design, and underlying methodology, is owned by Market Advantage or its licensors and is protected by copyright and other intellectual property laws. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use briefing content for your own personal or internal business purposes. All rights not expressly granted are reserved.

9. Content Disclaimer

LMP briefings are provided for general informational purposes only. They do not constitute legal, financial, employment, tax, or other professional advice, and should not be relied upon as the sole basis for compensation, hiring, or other business decisions. Labor market conditions change, and underlying source data may be incomplete, delayed, or later revised. You are responsible for independently verifying any information before acting on it.

10. Third-Party Services

The Service relies on third-party providers, including Stripe (payments), Amazon Web Services and Amazon SES (hosting and email delivery), and HubSpot (customer relationship management). We are not responsible for the acts, omissions, or availability of these third parties, though we select and monitor them as part of operating the Service.

11. Partner White-Label Relationships

Where LMP is offered as a white-labeled benefit through a Partner, the Partner's branding may appear on enrollment pages and briefings, but Market Advantage remains the provider of the Service and the party responsible for its operation and delivery. Market Advantage is the merchant of record for all paid upgrades, regardless of which Partner's branding is displayed.

12. Termination

We may suspend or terminate your access to the Service at any time, with or without cause, including for violation of these Terms. You may stop using the Service, or unsubscribe from briefings, at any time using the unsubscribe link included in every briefing email. Sections of these Terms that by their nature should survive termination — including Sections 8, 9, 13, 14, and 15 — will survive.

13. Disclaimer of Warranties

THE SERVICE AND ALL BRIEFING CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY BRIEFING CONTENT IS COMPLETE OR CURRENT.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MARKET ADVANTAGE AND ITS OFFICERS, EMPLOYEES, AND PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you.

15. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to these Terms or the Service will be resolved exclusively in the state or federal courts located in Hennepin County, Minnesota, and you consent to the personal jurisdiction of those courts.

16. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will update the effective date below and, where appropriate, provide additional notice. Your continued use of the Service after an update constitutes acceptance of the revised Terms.

17. Miscellaneous

If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect. Our failure to enforce any provision is not a waiver of that provision. These Terms constitute the entire agreement between you and Market Advantage regarding the Service, superseding any prior agreements on this subject — except that a separate written agreement between you (or your Partner) and

Market Advantage governing white-label distribution will control in the event of a conflict specific to that distribution arrangement.

18. Contact Us

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