

## Terms of Use

### 1. Welcome to DataBreach.com

Atlas Data Privacy Corp. ("we", "us", or "DataBreach.com") operates the website [www.databreach.com](http://www.databreach.com) (the "Site") and provides access to the Site and its Service to you subject to the following Terms of Use (these "TOU"), whether or not you have registered for the Service. In order to use the Site and the Service, you must accept all of the terms and conditions of these TOU and DataBreach.com's Privacy Notice (the "Privacy Notice") and Disclaimer (the "Disclaimer"), and by using the Site and/or the Service, you expressly accept and agree to be bound by the terms and conditions of these TOU, the Privacy Notice and the Disclaimer. In the event of any inconsistency between the Privacy Notice and/or the Disclaimer and these TOU, these TOU will prevail. **If you do not agree to be bound by the terms and conditions of these TOU, you may not use or access the Site or use the Service.**

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## Changes to Our TOU

We reserve the right to change these TOU at any time and will use reasonable efforts to post notice on the Site of any significant material changes. Unless otherwise noted, all changes will become effective 30 days after written update to the TOU. Your continued use of our Site and Service, after any change to these TOU will constitute your acceptance of such changes. If you do not agree with the changes to these TOU, you can choose to discontinue the use of our Site and Service.

### 2. Our Service

DataBreach.com provides information on actual and potential data breaches based on information [DataBreach.com](http://DataBreach.com) collects from third-party sources (the "Service"). DataBreach.com also provides a newsletter, which is also subject to these Terms of Use, Privacy Notice and Disclaimer. **You acknowledge that [DataBreach.com](http://DataBreach.com) is not a law firm, does not provide legal advice or legal services and no attorney-client relationship will be created between you and [DataBreach.com](http://DataBreach.com) as a result of your use of the Site or Services.**

For security reasons, DataBreach.com generally does not retain any information, forms and materials submitted by users, except for a very limited period of time. Because of this, you should not rely on DataBreach.com to retain any information you submit via the Service, and DataBreach.com hereby disclaims any responsibility for the retention of same.

### 3. News, Feature Articles and Other Information

The Site may also include news and features articles ("DataBreach.com Content"), which are provided solely for informational purposes and should not be relied upon as professional or legal advice. DataBreach.com does not endorse or warrant the accuracy of any of the content available on the Site or through the Service.

Content on the Site or available through the Service may be protected by copyright, trademark, patent, trade secret and other laws, and you are hereby granted a limited, revocable, non-sublicensable license to access such content solely for your personal use in connection

with viewing the Site and using the Services. You may not otherwise copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content made available through the Site or Service or sell, resell or exploit for any commercial purposes, any portion of the Service.

#### **4. No Legal Advice or Attorney-Client Relationship**

DataBreach.com is not a law firm. DataBreach.com does not provide legal advice, and all DataBreach.com Content is provided for informational purposes only and does not in any manner constitute legal advice. You should not act, or refrain from acting, based upon any information on the Site or provided by DataBreach.com via the Service.

The information provided via the Service and the Site does not create, and its receipt by the reader does not establish or constitute, an attorney-client relationship.

Because [DataBreach.com](https://DataBreach.com) collects data from third parties that are not under [DataBreach.com](https://DataBreach.com)'s control and that the data may be inaccurate, altered, incomplete or falsified, all information provided by [DataBreach.com](https://DataBreach.com) is provided on an "as is" basis, without representations or warranties of any kind, including that the information provided by [DataBreach.com](https://DataBreach.com) and/or the Site or Service are accurate, error-free, current or reliable in whole or in part and you assume all risks of relying on such data or information. [DataBreach.com](https://DataBreach.com) makes no representations or warranties regarding the extent of any legal claims you may have relating to the misuse by third-parties of information relating to you and you are encouraged to independently consult legal and other advisors of your own choosing to review information provided through the Site or Service.

#### **5. Modifications to Service**

DataBreach.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service or the Site (or any part thereof) with or without notice. In the event of a modification or discontinuance of service, all information submitted by you and others may be lost. You agree to keep a permanent record of all information provided to DataBreach.com, and you agree that all information submitted to DataBreach.com is at your sole risk. You agree that DataBreach.com has no responsibility or liability for the deletion or failure to store any Content (as defined after this) maintained or transmitted by the Service including without limitation messages and other communications.

You agree that DataBreach.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **6. Eligibility and Accuracy of User Information**

You must be at least 18 years of age to use the Site and the Service.

#### **7. Your Responsibility**

You understand and agree that all information, statistical data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted by you and other users of the Site and/or the Service, are the sole responsibility of the person from which such Content originated, and, as such, DataBreach.com expressly disclaims any responsibility for such Content. This means that you, and not DataBreach.com, are entirely responsible for all Content that you upload, post, email or

otherwise transmit via the Site and/or the Service. DataBreach.com does not control the Content posted via the Site and/or the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Site and/or the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will DataBreach.com be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Site and/or the Service.

You agree that you will not use the Site or the Service so as to violate the law, to misuse the proprietary information or property of others, or to make publications which are threatening or defamatory or otherwise injurious to the safety, business or reputation of others. **Without limiting the generality of the foregoing, you agree not to do any of the following:**

- Upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Impersonate any person or entity, including, but not limited to, an attorney or an DataBreach.com official, forum leader, guide or host, or falsely state or otherwise misrepresent your identity (including through the use of a pseudonym) or your position or affiliation with a person or entity, past or present;
- Upload, post, email, transmit, otherwise make available any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email, transmit, otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas that are expressly designated for such purpose;
- Upload, post, email, transmit, otherwise make available any Content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights, or other proprietary rights;
- Upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to disrupt the Site or the Services or to otherwise interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- Collect or store personal data about other users;
- Access the Service for the purpose of data mining or extracting content from the Service beyond your personal end use;
- Harm minors in any way;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- Stalk or otherwise harass another;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Site or the Services;

- Interfere with or disrupt, or attempt to interfere with or disrupt, the Site or the Services or servers or networks connected with the Site and the Services, or disobey any requirements, procedures, policies, or regulations of networks connected with the Site or the Services;
- Attempt to use another user's account or obtain unauthorized access to the Site or the Services;
- Use manual or automated software, devices, or other processes to "crawl" or "spider" any pages at the Site is strictly prohibited;
- Monitor or copy, or allow others to monitor or copy, pages from the Site or the DataBreach.com Content included therein;
- "Frame" or otherwise simulate the appearance or function of the Site;
- Take any action that interferes with the proper working of or places an unreasonable load on DataBreach.com's infrastructure;
- Engage in any activity that interferes with any third party's ability to use or enjoy the Site or the Services;
- Engage in deceptive marketing or advertising practices; or
- Assist any third party in engaging in any activity prohibited by this Agreement.

You acknowledge that DataBreach.com does not pre-screen Content, but that DataBreach.com has the right (but not the obligation) in its sole discretion to refuse or remove any Content from the Service without notice to you.

You acknowledge and agree that DataBreach.com may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of DataBreach.com, its users and the public.

## **8. Use of Content**

With respect to Content you elect to post with DataBreach.com, you grant DataBreach.com the royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You agree not to access the Service by any means other than through the interface that is provided by DataBreach.com for use in accessing the Service.

## **9. Submissions**

This Site forwards information you provide in connection with DataBreach.com Content to the lawyers, law firms, legal financial service providers, or other legal service providers as set forth in these Terms of Use and keeps this information confidential. You acknowledge and agree that any other questions, comments, suggestions, ideas, feedback, or other information about the Site or the Services ("Submissions") provided by you are non-confidential and shall become DataBreach.com's sole property. DataBreach.com will own exclusive rights (including all intellectual property rights) in and to, and will be entitled to unrestricted use and dissemination of, each such Submission provided by you for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **10. DataBreach.com's Proprietary Rights**

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#### **11. DataBreach.com Privacy Notice**

Your personal information is subject to our Privacy Notice. For more information, please see our full privacy notice. While DataBreach.com has security procedures in place, it does not guarantee that the procedures will prevent loss, alteration or improper access to data or other content that is part of the Service, including the release of your information to third parties, including, without limitation, the company or person against whom you may have a complaint.

In the course of providing you with the Services, DataBreach.com may communicate with you via email. You agree to receive emails that are specific to your account and necessary for the normal functioning of the Services. You also agree to have your name and/or email address listed in the header of certain communications that you initiate through the Services.

#### **12. Your Representations and Warranties**

By accessing the Site or using the Services, you represent and warrant that (i) all information, and any subsequent updates thereto, that you or any person authorized by you submits to us is truthful and accurate; (ii) you, or a person authorized by you, will maintain the accuracy of such information; (iii) you are 18 years of age or older; (iv) you own the Content posted by you at or through the Site or otherwise have the right to grant the licenses regarding said Content set forth in this Agreement; (v) the posting of your Content at or through the Site does not, and will not, violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person; and (vi) your use of the Site or the Services otherwise does not, and will not, violate any applicable law, rule or regulation.

#### **13. Indemnity**

You agree to indemnify, defend and hold DataBreach.com and its subsidiaries and affiliates and their respective directors, officers, managers, members, agents, third-party contractors, employees and partners, harmless from any and all direct, indirect, incidental, special, consequential or exemplary damages, claims, liabilities, costs and expenses, including attorneys' fees, arising from or in connection with (i) Content you submit, post to or transmit through the Service or the Site, (ii) your use of the Service or the Site, (iii) your connection to the Service or the Site, (iv) your violation of these TOU, (v) your violation of any rights of another person, or (vi) such activities carried out by a person using your DataBreach.com account or password.

#### **14. Termination**

By using the Site and/or the Service, you do not acquire any rights to the Site and/or the Service other than a license to use it that can be terminated at any time in accordance with this Section. You agree that DataBreach.com,