

Terms & Conditions

- a. Please read these Terms and Conditions of Service and End User License Agreement ("TOS" or "Terms") before using or accessing in any form or any of the products, application and/or services available through or in connection with SecLytics's website, (www.seclytics.com) and/or the SecLytics products, e.g. dashboard from <https://dashboard.seclytics.com/> and APIs (hereinafter the "Products and Services"). These Terms constitute a binding agreement between you and SecLytics Inc. and its affiliates ("SecLytics") and by using and/or merely downloading any of the Products and Services in any form and manner you agree to abide, and that you are bound, by these Terms. We reserve the right to change these Terms at any time, and you agree (including by virtue of your continued use of our site or product) to be bound by any such changes. By using any of the Products and Services, you hereby declare that you are at least 18 years old. If you are a minor, you are required to obtain a parental consent for and prior to using the Products and Services.
- b. These TOS and the use of the terms "you" or "users" are applicable to all types of users of the Products and Services, including owners who initially set up the Products and Services and/or are granted ownership privileges by the initial owner(s), administrators, who manage and run a team, channel, or group and users who are invited to join an existing group and/or team that has already been created.
- c. If you are entering into these TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and users to this TOS. In that case, the terms "you" or "your" shall also refer to such entity, and its affiliates, as applicable. If you do not have such authority, or if you do not agree with this TOS, you may not use the Products and Services.
- d. You can find the most recent version of these Terms at <https://www.seclytics.com/seclytics/terms-conditions>. Regardless of whether SecLytics has provided you notice, your continued use of the Products and Services following SecLytics's notice or posting of changed Terms will constitute your acceptance of such changes. It is your responsibility to check regularly for changes to the Terms and ensure that any contact, billing or payment information you provide to SecLytics is updated and correct.
- e. Term: SecLytics reserves the right to terminate your access to use the Products and Services at any time and for any reason.

Information protection
Accounts and Registration

To access features of the Products and Services, you must register for a SecLytics account.

When you register for an account, you may be required to provide us with some information about yourself such as your e-mail address or other contact information. You agree that the information you provide to us is and will be accurate and up-to-date at all times. You are solely responsible for maintaining confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you agree to notify us as soon as possible at support@seclytics.com

Payment

Access to the Products and Services or to certain features of the Products and Services may now or in the future require the payment of fees such as subscription fees ("Fees"). Before initial payment of any Fees, you will have an opportunity to review and accept the Fees that you will be charged. SecLytics will charge Fees to the payment method that is specified at the time of subscription or purchase. You authorize SecLytics to charge all sums described herein to such payment method. If you choose automatic payment of any Fees, you authorize SecLytics to charge your payment method such amounts. All Fees are non-refundable. SecLytics may change the Fees for the Products and Services or any feature of the Products and Services, including by adding additional fees or charges, on a going forward basis at any time. SecLytics reserves the right to change the Fees charged for any subscription upon the renewal of such subscription. If your payment method fails or your accounts are past due, (a) you agree to pay all amounts due upon demand by SecLytics, (b) SecLytics may collect fees owed using other collection mechanisms (this includes charging other payment methods you may have on file with SecLytics), (c) SecLytics reserves the right to either suspend or terminate your account or access to the Products and Services, and/or (d) you agree to pay a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less.

SecLytics Service Grant of Rights

- a. Subject to the terms and conditions hereunder, you are hereby granted with a non-exclusive, non-transferable, right to use the Products and Services, for your own internal use, until the earlier of: (i) termination or expiration of these Terms; (ii) shut down of the Products and Services by SecLytics.
- b. Other than the rights expressly licensed hereunder to you, no other rights or interest whatsoever in any of the Products and Services and/or any component thereof, are transferred or granted. Without limiting the foregoing, you may not: (i) use the Products and Services or any part thereof, for purposes other than those explicitly set forth hereunder; (ii) reverse engineer or de-compile, modify or revise the Products and Services, or any part thereof, or create derivative works thereof; (iii) sub-license, resell or re-offer the Products and Services, or any part thereof; (iv) otherwise commercially utilize the Products and Services, or any part thereof.

c. You acknowledge and agree that SecLytics has the right, at any time and for any reason, at its sole discretion with or without notice to you: (i) to terminate and/or shut down (temporarily or permanently) any or all of the Products and Services; (ii) to redesign or modify the organization, structure, specifications, "look and feel," navigation, features and other elements of the Products and Services and/or any part thereof.

Acceptable use of Product and Services

By using the Product and Services, you agree that you will not use them for any of the following purposes:

- Any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- To use the Products and Services in a way that has a detrimental effect upon SecLytics, its Users or the Products and Services, as determined by SecLytics at its sole discretion;
- To use or attempt to use the Products and Services in breach of these Terms;
- To commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious act;
- To interfere with the use of the Products and Services by other Users;
- To alter, tamper with or circumvent any aspect of the Products and Services;
- To test or reverse engineer any of the Products and Services in order to find limitations or vulnerabilities.

You acknowledge and agree that you are responsible for your use of the Products and Services. You are fully responsible for the control of and/or access to your account, including limiting access to user names and passwords and you agree to take all reasonable precautions to protect your user name and password and access to your account. You agree that you will immediately notify SecLytics in the event that you discover or believe that your account or user name or password has been accessed in any way. SecLytics shall not be liable to you or any third party for any failure by you to prevent unauthorized access to your account.

The Products and Services cannot and should not be relied to detect all malicious or other harmful or problematic files or data. Alternatively, SecLytics is not responsible if the event that the Products and Services may designate some data as malicious or harmful, when they are not.

Accuracy of user information / compliance of laws

- a. You agree that any registration information you give to SecLytics will always be accurate, correct and up to date.
- b. You agree to use the Product and Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation in the relevant jurisdictions.

c. You acknowledge and agree that in connection with the provisions of the Products and Services, SecLytics may gain access to certain information and data with respect to your name, email address and the messages accessed (including with other users) through the affiliate integrated products (e.g. Slack).

d. SecLytics's privacy policy is set out in the attached policy <https://www.seclytics.com/seclytics/privacy-policy>. You acknowledge and agree that you have read and understood the policy and agree to be bound by its terms.

Access Rights

a. SecLytics reserves the right to limit or revoke your access to any of the Products, in its sole discretion, at any time, and for any reason, including, but not limited to technical difficulties or violation of these Terms.

b. SecLytics is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Product and Services which SecLytics provides may change from time to time without prior notice to you.

c. As part of this continuing innovation, you acknowledge and agree that SecLytics may stop (permanently or temporarily) providing the Product and Services (or any features within the Product and Services) to you or to users generally at SecLytics's sole discretion, without prior notice to you. You may stop using the Product and Services at any time. You do not need to specifically inform SecLytics when you stop using the Product and Services.

d. You acknowledge and agree that if SecLytics disables access to your account, you may be prevented from accessing the Product and Services and your account details or other content which is contained in your account.

Communications

Notices to you will be addressed via contact information provided by you during the account registration process unless you have notified SecLytics of any changes.

Indemnity

You agree to defend, indemnify and hold SecLytics and anyone on its behalf, including but not limited to, all of its owners, managers, officers and employees, harmless against any losses, expenses, costs, claims, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to your breach of the terms of these TOS.

Disclaimer of Warranties and Liabilities

THE SERVICE AND THE PRODUCT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER THE TERMS, SECLYTICS'S ORDER FORM, NOR ANY DOCUMENTATION FURNISHED UNDER THEM ARE INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE. YOU ACKNOWLEDGE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS AND SERVICES IS WITH YOU. SHOULD THE PRODUCTS AND SERVICES PROVE INADEQUATE IN ANY WAY, YOU AND NOT SECLYTICS ASSUME THE ENTIRE COST OF ANY COSTS OR DAMAGES INCURRED BY YOU. SECLYTICS DOES NOT WARRANT THAT YOU WILL HAVE UNINTERRUPTED OR ERROR FREE USE OF THE PRODUCTS AND SERVICES, THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE OR DEFINED PERIOD OF TIME, OR THAT THE PRODUCTS AND SERVICES WILL PREVENT FROM OCCURRING THAT WHICH THEY ARE DESIGNED TO PREVENT. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED, RECEIVED OR SUBMITTED THROUGH THE PRODUCTS AND SERVICES ARE AT YOUR SOLE RISK AND THAT SECLYTICS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY HARM OR DAMAGE TO YOU OR YOUR PROPERTY (INCLUDING ANY DATA, PERSONAL COMPUTER EQUIPMENT OR STORAGE MEDIA). SECLYTICS IS NOT RESPONSIBLE FOR THE CONTENT OF DATA, INFORMATION OR ATTACHMENTS WHICH ARE MONITORED THROUGH SECLYTICS'S PRODUCTS AND SERVICES.

Export control compliance

Export Restrictions. The Products delivered to You under this Agreement are subject to U.S. export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the U.S. You shall abide by all applicable export control laws, rules and regulations applicable to the Products and Services. Without derogating from the generality of the foregoing, You agree that You will not export, re-export, or transfer the Products and Services, in whole or in part, to any country, person, or entity subject to U.S. export restrictions. To avoid any doubt, the use of the Products and Services, in whole or in part, in any country, subject to U.S. or any other applicable jurisdiction export restrictions is not allowed.

You specifically agree not to export, re-export, or transfer the Products and Services (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any person or entity who You know or have reason to know will utilize the Products and Services or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You agree that You shall use the Products and Services solely in a manner that complies with all applicable laws in the jurisdictions in which You use the Products and Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

Limitation of Liability

UNDER NO CIRCUMSTANCES WHATSOEVER WILL SECLYTICS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE PRODUCTS AND SERVICES, OR RELIANCE ON ANY OF THE PRODUCTS AND SERVICES OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY SECLYTICS. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, SECLYTICS SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY OTHER PARTY FOR THE ACCURACY, SECURITY, TIMELINESS, COMPLETENESS OR CONTINUED AVAILABILITY OF THE PRODUCTS OR ANY PART THEREOF, INCLUDING USE FOR URGENT, CRITICAL OR EMERGENCY COMMUNICATIONS OR IMPROPER OR UNAUTHORIZED ACCESS TO OR INTERCEPTION OF ANY COMMUNICATION OR PRIVATE INFORMATION. THE FOREGOING DISCLAIMER SHALL APPLY IN CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO USE ANY OR ALL OF THE PRODUCTS AND SERVICES. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ADEQUATE PROTECTION AND BACKUP OF THE DATA AND EQUIPMENT USED IN CONNECTION WITH ANY OF THE PRODUCTS. THE LIMITATIONS IN THIS SECTION ARE COMPREHENSIVE AND THE EXAMPLES GIVEN ARE NOT EXHAUSTIVE. THE LIMITATIONS IN THIS SECTION ARE SEPARATE AND INDEPENDENT OF ANY OTHER LIMITATIONS IN THIS AGREEMENT AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

Ownership

You acknowledge and agree SecLytics is the exclusive owner of the SecLytics Products and Services, including, without limitation, any and all intellectual property or proprietary rights therein.

Notices

Any notices or communications under these TOS to you will be addressed to the electronic address specified in the your SecLytics account, as you may update such information from time to time, and will be deemed delivered immediately upon sending in the case of electronic mail and three days after mailing in the case of standard written mail. Notices to SecLytics shall be addressed to SecLytics Inc. 4660 La Jolla Village Dr. #100 San Diego, CA 92122, or to such other address as SecLytics may provide to you.

Assignment

SecLytics may assign these TOS without your notice or consent. You, however, may not assign these TOS or any rights hereunder.

Miscellaneous

The Terms and the relationship between you and SecLytics are governed by the laws of the State of California without regard to its conflict of law provisions. Any dispute or claim arising out of or in connection with the Terms will be submitted to the exclusive jurisdiction of the competent courts in the State of California. SecLytics's failure to exercise or enforce any right or provision of the TOS will not constitute a waiver of such right or provision.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the TOS remain in full force and effect. Neither party to the TOS will be liable to the other for any delay or failure in performance under the TOS resulting directly or indirectly from acts of nature or causes beyond its reasonable control. The TOS constitutes the entire agreement between the parties with respect to the Product and Services and supersede all previous proposals, both oral and written, representations, writings, and all other communications between the parties.

If you have any questions/comments, you can reach us at:

SecLytics Inc.

4660 La Jolla Village Dr. #100

San Diego, CA 92122

info@seclytics.com