Datastreamer Master Terms of Service

Last modified: January, 21, 2021

INTRODUCTION

Please review the following terms and conditions concerning your use of, and access to Datastreamer.io (including any pages within the Datastreamer.io domain cumulatively referred to herein as the “Site”), our Application Programming Interface (the “API”), and our data classifications tools. The services we offer through our Site and/or our API in conjunction with our Tools (cumulatively the “Services”) and our Data Source Partners (“Data Partners”) are only made available to you upon your acceptance and continued compliance with these terms of service (the “Datastreamer Terms of Service”). Our Services may be used to access and view certain data (the “Data”) through our Site or our API.

These Datastreamer Terms of Service, the Privacy Policy attached hereto as Exhibit A form the basis of our agreement and such agreement explicitly includes any applicable DSLTs (as defined below) and any other applicable document, policy, terms, or agreements (e.g. an Order Form or Service Order) referencing the foregoing or referred to therein (cumulatively the “Agreement”).

IP RIGHTS AND LICENSE GRANTS

Intellectual Property Rights

We are the owner or the licensee of all intellectual property in our Site, API, and Services. That intellectual property may be protected by copyright, patent and trademark laws, and treaties around the world and may not be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in
any form or by any means unless expressly permitted by us. Except where expressly provided otherwise by us, nothing in our Agreement may be construed to confer any license or ownership right in any of our intellectual property rights whether by estoppel, implication, or otherwise. We expressly reserve all rights in our intellectual property associated with the Site, API and Services not expressly granted to you in the Datastreamer Terms of Service.

Data Source License Terms

The Data available through our Services is provided to you by us but is sourced and/or licensed from other parties or licensors (the “Data Partners”). Certain Data is subject to separate license terms (the “Data Source License Terms” or “DSLTs”) and may also be subject to separate fees. You agree and expressly acknowledge the possibility that a Data Source may stop providing Data to Datastreamer and that such an event does not constitute a violation or breach of this Agreement.

Before you can enable Data from a specific Data Source, you will be shown the applicable DSLTs and you will be required to agree to the terms therein. You may continue to be subject to those DSLTs even if you subsequently close your account with us. If you do not agree to any applicable DSLTs, you shall not be entitled to receive Data from that Data Source. The DSLTs are an integral part of our Agreement and supplement these Datastreamer Terms of Service. To the extent that the applicable DSLTs may be inconsistent with any other portion of the Agreement, the DSLTs shall control in that respect.

You hereby grant us permission to share your identity, name and/or any information concerning your actual or proposed usage of Data, but only with the respective Data Partner (s) from whom you obtained or desire to obtain Data from while using our Services. This right shall not be construed as a violation of any confidentiality obligations we may have now or in the future towards you and you explicitly agree, affirm, represent and warrant that this right shall not be construed as a violation of the Privacy Policy or any confidentiality terms we may have with you.

License Grant

Subject to the terms and conditions herein and any applicable DSLT, we grant to you a limited, non-exclusive, non-transferable license to (i) use the Services we offer to access and view Data; and (ii) copy the Data, create derivative works from the Data, and to sublicense and
distribute, pursuant to the terms herein and any applicable DSLT, commercial products
developed by or on behalf of you incorporating the Data.

FEES, PAYMENTS, AND TAXES

Service Fees

Unless you enter into a separate written agreement with us that provides otherwise, the fees
for our Services depend on the data sources you consume plus your query consumption, any
applicable Data Fees, and any other fees as set forth on an applicable Order Form.

Data Fees

Applicable fees for Data depend on the Data Source.

Payments

Unless you enter into a separate written agreement with us that provides otherwise, all fees
are charged and payable in full and one month in advance. Payment is non-refundable and
non-transferrable. There will be no refunds or credits for partial periods of use, or for not using
your account. All amounts payable to us must be made without setoff or counterclaim, and
without any deduction or withholding.

If you set up a regular or recurring payment, you authorize us to receive payment in this way on
an ongoing basis using the payment details you provide until you tell us to change your
method of payment. If you wish to change your method of payment or change your payment
details, please tell us as soon as you can so that we can try to implement the change before
your next billing cycle.

Taxes

Unless otherwise expressly stated, any fees charged to Customer do not include Taxes (as
defined below). Customer is required to pay any and all Taxes associated with the fees charged
by Datastreamer (“Transaction Taxes”), regardless of how or upon whom they are imposed.
These Transaction Taxes exclude income taxes but may include, but are not limited to, local,
state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of
any nature, including value added taxes, consumption taxes, Goods and Services taxes,
GST/HST, excise, sales, use or similar taxes and any withholding taxes (together “Taxes”). All amounts invoiced pursuant to this Agreement are payable in full and without reduction for Taxes. If Datastreamer has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Datastreamer with a valid tax exemption certificate authorized by the appropriate taxing authority. If any deduction or withholding is required by law, you will notify us and you will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

CONFIDENTIALITY OBLIGATIONS

Confidentiality

Each of you and us (as applicable, the “Receiving Party”) understands that the other party (as applicable, the “Disclosing Party”) has disclosed or may disclose confidential information (the “Confidential Information”). For the purposes of this Agreement, Confidential Information means non-public information related to the Disclosing Party's business, including without limitation, management, operations, financial, personnel, product, customer, sales, marketing, technical and other information, trade secrets, and/or information related to your login identifiers and credentials for accounts. Subject to the terms of our Privacy Policy, the Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information (using at least the same degree of care that the Receiving Party uses to protect its own Confidential Information and no less than reasonable care); and (ii) not to use or divulge such Confidential Information to any third person, except for employees, contractors and agents who need such access for purposes of performing the Agreement between you and us and who are bound by confidentiality terms with restrictions at least as stringent as those herein.

The Disclosing Party agrees that the foregoing shall not apply with respect to Confidential Information that: (i) is or becomes generally available to the public; (ii) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to the Receiving Party by a third party; (iv) was independently developed without use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed by operation of law or court order.
The confidentiality obligations of the Receiving Party hereunder shall continue during the duration of our Agreement and for a period of two (2) years thereafter; provided, however, that with respect to any trade secrets of the Disclosing Party, the confidentiality obligations of the Receiving Party with respect to such trade secrets shall continue for as long as they remain trade secrets under applicable law. Notwithstanding the foregoing or anything in this Agreement to the contrary, to the extent that you have entered into a separate agreement with us that contains terms that are more protective of our Confidential Information than the terms of this paragraph, then the confidentiality obligations of such separate agreement shall control over the confidentiality obligations of this Agreement.

ACCEPTABLE USE AND PRIVACY

Restriction on Use of our Services

You may only use our Services as set forth herein. You also agree that the following actions shall constitute a material breach of our Agreement:

- Modifying, framing, rendering (or re-rendering), mirroring, truncating, injecting, filtering, reverse engineering, or changing our Services without our written consent;
- Violating the terms of any applicable DSLTs;
- Using any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic devices, program, algorithm or methodology which does similar things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor our Services, or any portion thereof;
- Failure to make timely payments to us when due;
- Accessing or using our Services for purposes directly competitive with us or a Data Source;
- Disguising the origin of information transmitted to, from, or through our Services;
- Impersonating or allowing anyone to impersonate you to access or use our Services;
- Distributing viruses or harmful software to us or our Services;
- Using our Services for any purpose in violation of any applicable laws;
- Using our Services for surveillance or monitoring purpose in violation of any applicable laws;
- Using our Services in a way that, in our sole discretion, could likely result in harm to others;
● Circumventing any measures implemented by us aimed at preventing violations of the Datastreamer Terms of Service; or
● Assisting any other party in doing or engaging in any of the foregoing conduct.

We reserve the right, in our sole discretion, to terminate your access to our Services or any portion thereof due to any act that would constitute a violation of our Agreement.

User Content

Any feedback, enhancement request, suggestions, or information (including any queries or code generated using our Tools) (cumulatively the “Content”) that you input to or through our Site or our API shall belong to you, but you grant us a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with the right to sublicense through multiple tiers, under all relevant intellectual property rights, to use, publish, and disclose such Content and to display, perform, copy, make, have made, use, sell, and otherwise dispose of our products or services embodying Content in any manner and via any media we choose without any limitation or restriction of any kind. This license grant shall continue perpetually even if you close your account. You are solely responsible for making sure that you have all rights in any Content that you input as is necessary for you to grant us the foregoing license and you represent and warrant that you have all legal rights in such Content. We shall be entitled to commercially exploit and use Content for any purpose without restriction or remuneration of any kind with respect to you and/or your agents or business entity you represent (where applicable).

Privacy

The Privacy Policy encompasses any and all Content you may input to or through our Site or our API, including but not limited to, information submitted for purposes of creating an account, submitting an order or inquiry or to receive further information, updates and/or promotions about or related to our Services. We process this information for our internal purposes and by using our Services you consent to such processing and you represent and warrant that all Content provided by you is accurate and not misleading.

You warrant to respect all applicable privacy laws. Specifically, You shall not, and shall not permit or allow Named Users, directly or indirectly, to collect Personal Data where the collection of such Personal Data is subject to consent.
You shall not knowingly:

a. investigate, track or surveil users or their Content, or obtain information on users or their Content, in a manner that would be inconsistent with users’ reasonable expectations of privacy as defined by law; or

b. use Content in a way that you reasonably believe will violate privacy laws.

Links to Other Websites

Our Site may contain links to other websites that may be of interest to you. We provide any such links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the linked website and/or the content and materials found at the linked website. It is your responsibility to take precautions to ensure that whatever website you may select for your use is free of viruses or other items of an intrusive or malicious nature. Clicking on any such links from our Site to gain access to other websites is at your own risk.

SUSPENSION AND CLOSURE OF ACCOUNTS

Suspension

We may suspend access to any portion or all of our Services at any time if we decide, in our sole discretion, that your use of our Services:

- Poses a security risk to anyone;
- May materially and adversely impact us or a Data Partner;
- May cause us to incur a liability;
- Is in breach of any DSLT;
- Is in breach of our Agreement; or
- Is required by law.

If we suspend your access to any portion or all of our Services:

- You remain responsible for all accrued fees and other amounts that you owe to us (including fees for Services that you may continue to have access to).
● Unless we close your account, we will reinstate your account once we are satisfied that
the circumstances causing the suspension have passed.

**Our right to suspend is in addition to our right to close your account.**

**Effect of closing your account**

If we close your account for reasons that are not caused by your breach of our Agreement, we
will refund the amount you have paid to us in respect of the period after we close your account
or otherwise terminate your access to or use of our Services.

We may delete the Content related to you after your account is closed, and such Content will
not be recoverable. We will not be responsible to you for any Content that is lost when your
account closes. Please note that some Content that you input into our systems may not be
deleted, and that we may continue to use it in accordance with the terms herein.

Once your account is closed:

● You will remain responsible for any unpaid fees or other amounts owed to us.
● You must stop using our Services and any related material.
● You will not have any future rights under our Agreement.
● All terms in our Agreement that must continue in force to fulfill their respective purpose
  will do so and remain binding.

**DISCLAIMER OF WARRANTIES; LIMITATIONS ON LIABILITY; AND INDEMNITIES**

**Disclaimer Of Warranties**

*EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY US, OUR SITE, API, OR SERVICES, ANY DATA OBTAINED FROM OUR DATA PARTNERS, AND/OR ANY MATERIALS ASSOCIATED THEREWITH (CUMULATIVELY THE “DATASTREAMER MATERIALS”) ARE PROVIDED “AS IS,” AND ARE FOR USE AS CONTRACTED HEREIN. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, WE HEREBY DISCLAIM ALL EXPRESS OR*
IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTRIES, AND CONDITIONS WITH REGARD TO THE Datastreamer MATERIALS INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTRIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF PRODUCTS AND SERVICES EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. WE MAKE NO REPRESENTATIONS, GUARANTRIES OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE DATASTREAMER MATERIALS, OR THE RESULTS YOU MAY OBTAIN BY ACCESSING OR USING THE DATASTREAMER MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE DATASTREAMER MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE DATASTREAMER MATERIALS YOU PURCHASE OR OBTAIN WILL MEET YOUR REQUIREMENTS, OR (C) THAT THE DATASTREAMER MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE DATASTREAMER MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND/OR OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR DAMAGES OF ANY KIND RESULTING FROM SUCH PROBLEMS OR FROM ANY CIRCUMSTANCES OUTSIDE OF OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, UNAVAILABILITY OF THE DATA FROM THE DATA SOURCE OR ACTS OF GOD. YOUR USE OF THE DATASTREAMER MATERIALS FOR ANY TIME CRITICAL OR BUSINESS CRITICAL PURPOSES IS AT YOUR OWN RISK.

Limitation Of Liability

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL OUR AGGREGATE LIABILITY (WHETHER BASED IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION) EXCEED THE LOWER OF: (I) ANY AMOUNTS PAID BY YOU TO US IN THE COURSE OF THE PRECEDING TWELVE (12) MONTHS, OR (II) $100,000 (ONE HUNDRED THOUSAND DOLLARS) FOR ANY CLAIMS MADE BY YOU AGAINST US RELATED TO THE DATASTREAMER MATERIALS. IN NO EVENT SHALL WE BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY AND/OR FOR LOSS OF DATA, CONTENT, IMAGES, REVENUE, PROFITS,
USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE ACCESS OR USE OF, OR INABILITY TO ACCESS OR USE, THE Datastreamer MATERIALS, REGARDLESS OF CAUSE, WHETHER BASED IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR CLARIFICATION, THE FOREGOING EXPRESSLY PRECLUDES ANY LIABILITY ON OUR PART FOR ANY LOSS OF INCOME OR REVENUE OR BUSINESS, LOSS OF PROFITS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL OR REPUTATION, AMOUNTS PAID OR OWED TO YOUR CUSTOMERS OR TO YOUR AFFILIATES, LOSS OR CORRUPTION OF DATA OR SYSTEMS, OR WASTED INTERNAL COSTS, OR WASTED MANAGEMENT OR OFFICE TIME YOU MAY INCUR IN RELATION TO YOUR USE OF OR ACCESS TO THE DATASTREAMER MATERIALS.

NOTHING IN THIS AGREEMENT EXCLUDES OUR LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; OR (II) FRAUD OR FRAUDULENT MISREPRESENTATION.

Your Indemnity Obligations

Unless expressly provided otherwise in a written agreement between you and us, you shall defend and immediately indemnify us (including our officers, directors, and agents) against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim by any third party related to, or arising from, your use of the Datastreamer Materials (including, without limitation, any breach by you of our Agreement) save as a result of our negligence. If such a claim is brought against us you agree that you shall give us reasonable co-operation in all respects in the defense and/or settlement of any such claim. We shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Datastreamer Materials; (b) the combination of the Datastreamer Materials with any other products, services, or materials; or (c) any third party products, services, or materials.

GENERAL

Communications

Our Agreement and all communication between you and us shall be in English. Applicable law may require that some of the information or communications we send to you be in writing. You
agree that communication with us will be primarily electronic and that this constitutes written communication.

When contacting you, we will use the information you provide to us when registering, or any update or replacement thereto that you may have provided.

Third Parties

A person who is not a party to our Agreement shall not have any rights hereunder or pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

No Agency Relationship

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this Agreement. Without limiting the foregoing and except where otherwise provided by a written agreement, Datastreamer is not acting and does not act as an agent for any user or visitor of the Site, API, or Services.

Transfer of rights and obligations

Our Agreement and all terms therein are binding upon you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of your Agreement with us, or any of your rights or obligations arising under it, without our prior written approval. We may transfer, assign, charge, sub-contract or otherwise dispose of our Agreement with you, or any of our rights or obligations arising under it, at any time without your written consent.

Delays in enforcement

If we fail to insist upon strict performance of any of your obligations, or if we fail to exercise any of our rights or remedies, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
Invalid Terms of Service

If any term or provision of our Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall not be affected and such term or provision shall be modified to the extent necessary to approximate as closely as possible the intent thereof.

Governing Law and Exclusive Venue for Disputes

Any claim arising under this Agreement or the Order Form shall be governed by the laws of Datastreamer’s registered corporate address: 3rd Flr, One Capital Place, PO Box 1564, Grand Cayman, KY-1110.

Changes

We reserve the right, at our discretion, to change, modify, add or remove portions of these Datastreamer Terms of Service at any time without warning by posting an updated version to our Site in order to reflect those changes.

You agree to periodically review the documents that make up our Agreement from time to time to take notice of any changes we may make, as they are immediately binding on you. Continued access or use of our Site, API, or Services shall be deemed conclusive evidence of your acceptance of any modified terms.

Survival

The sections entitled IP RIGHTS AND LICENSE GRANTS, CONFIDENTIALITY OBLIGATIONS, and DISCLAIMER OF WARRANTIES; LIMITATIONS ON LIABILITY; AND INDEMNITIES, shall survive any termination or expiration of this Agreement.

Entire Agreement

Unless you enter into a separate written agreement with us that provides otherwise, the Agreement and the terms and conditions referenced therein: (i) set out the entire Agreement between you and us regarding our Services; and (ii) supersede all previous or contemporaneous representations, agreements or communications between you and us regarding the Services. We will not be bound by any obligation, condition or other provision that is different from or in addition to those unless authorized by us in writing. You agree that any payment for our Services is not contingent upon any future functionality or features.
INTRODUCTION

Our Privacy Policy encompasses any and all content you may input to or through our Site or our API, including but not limited to, information submitted for purposes of creating an account, submitting an order or inquiry or to receive further information, updates and/or promotions about or related to our Services. We process this information for our internal purposes and by using our Services you consent to such processing and you represent and warrant that all content provided by you is accurate and not misleading.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following information about you:

Information You Provide Us Directly

- When you register for an account and/or utilize our Services.

Examples of information we collect that you provide us directly may include:

- first name, last name
- physical mailing address
- home or business address
- telephone number (home, business, and/or mobile/cellular)
- e-mail address(es)
- approximate age/birthdate (month/year)
- financial information such as payment details and your transactional history with us.

Analytics Information
• We use third-party analytics tools to help us measure traffic and usage trends for the Service. These tools may collect information sent by your device or our Service, including the web pages you visit, add-ons, and other information that assists us in improving the Service. We may collect and use this analytics information along with analytics information from other users.

Cookies and Similar Technologies
• When you visit the Site, we may use cookies and similar technologies like pixels, web beacons, and local storage to collect information about how you use the Site and to provide features to you. Further information on our use of cookies is set forth in our Cookie Policy.
• Our Site is not presently configured to respond to “Do Not Track” or DNT signals from web browsers.

Log File Information
• Your browser may automatically report log file information each time you make a request to access (i.e., visit) a web page or app.
• When you use our Service, our servers may record certain log file information, including your web request, Internet Protocol ("IP") address, API query details, browser type, referring / exit pages and URLs, the number of clicks and how you interact with API, links on the Service, domain names, landing pages, pages viewed, and other such information. We may also collect similar information from emails sent to our users that then help us track, which emails are opened and which links are clicked by recipients. This information allows for more accurate reporting and improvement of the Service.

INFORMATION FROM THIRD PARTIES

The Data available through our Services is provided to you by us but is sourced and/or licensed from Data Source Partners. Data Source Partners may consist of data aggregation firms, data collectors, social networks, message boards, blogs and other sites where users publicly post comments, opinions and other content such as pictures, videos, and links.
Depending on the Data Source Partners, the Data that we are permitted to provide may vary. Such Data may include details such as a profile picture, postings, comments, username, user age, birthdate, gender, location, time zone; number of followers, friends, contacts; and/or date, time and place that Data was uploaded. Ultimately, the Data that is obtained by us will be dependent on what has been made publicly available and provided to us by the Data Source Partners.

To avoid any confusion, users should understand that, while we own and operate our Site, we do not own or operate the websites or services operated by Data Source Partners and we are not responsible for the privacy practices of Data Source Partners and they are under no obligation to comply with this Privacy Policy.