

# Terms of Use

Last Updated: October 2, 2025

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## 1. Introduction

These Terms of Use are entered into by and between You (as defined below) and Privaini Inc. ("Privaini," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of [www.privaini.com](http://www.privaini.com), including any content, functionality, and services offered on or through [www.privaini.com](http://www.privaini.com) (the "Website"), whether as a visitor or a customer.

Please read the Terms of Use carefully before you start to use the Website. You automatically agree to these Terms of Use and Privaini Privacy Policy, found at [www.privaini.com/terms/privacy-policy](http://www.privaini.com/terms/privacy-policy), simply by using or logging into our Website. If you do not want to agree to these Terms of Use or the Privaini Privacy Policy, you must not access or use the Website.

We collect, filter, and organize externally available data to help our customers efficiently identify, analyze, and manage potential and current privacy issues throughout their business ecosystem. We provide content only and do not offer legal or professional advice, nor do we make determinations or assessments associated with legal or professional advice.

You agree that by creating an account with us, or accessing or using our Services (as defined below), Website as well as any content provided or accessible in connection with the Website, including information, user interfaces, source code, reports, images, products, services, and data, you represent to Privaini that you have read, understood, and expressly consent and agree to be bound by this Terms of Use agreement, and the terms, conditions, and notices contained or referenced herein ("Agreement") whether you are a "Visitor" (which means that you simply browse or access a Website), or a "Customer" (which means that you have created an account with us, or enrolled or registered with a Website, or are accessing or using a service).

At your election, you may, from time to time, request to receive, and we may provide, free services or services subject to a fee, whether a recurring fee or a one-time transactional fee (each a "Service", and collectively "Services"), and your receipt and use of such Services shall, at all times, be subject to this Agreement. The term "Service" includes, but is not limited to, the provision of any of our products and services, content, the receipt of any alerts notifying you of changes to the information contained in products, services or content, if any, regardless of the manner in which you receive the Services, whether by email or otherwise, through a website or mobile application, by telephone, or through any other mechanism by which a Service is delivered or provided to you.

The Services are a cloud-based, multi-tenancy software as a service solution, this means that all our Customers access the Services on a shared architecture, code base, and infrastructure, with each Customer's data securely isolated and inaccessible to other Customers.

If you do not wish to be bound by this Agreement, you should immediately cease accessing and using the Website. Notwithstanding the immediately preceding sentence, if you continue to access and use the Website, by virtue of your continued access and/or use of the Website, you are indicating your acceptance of this Agreement and agreement to be bound by the terms and conditions contained herein. If you wish to become a Customer and make use of the Services, you will be prompted during the registration process to agree, and must agree, to be bound by this Agreement.

The Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet all of these requirements, you must not access or use the Website.

## 2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website, so you are aware of any changes, as they are binding on you.

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## 3. Reliance on Information in Website

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other Visitor to the Website or a Customer of our Services, or by anyone who may be informed of any of its contents.

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## 4. Accessing the Website and Account Security

We may update the content on the Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privaini Privacy Policy, found at [www.privaini.com/terms/privacy-policy](http://www.privaini.com/terms/privacy-policy), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your

account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

**You are responsible for:**

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.
- Ensuring the accuracy, quality and legality of your data, the means by which you acquired your data, your use of your data with the Services, and the interoperation with which you use the Services.
- Using commercially reasonable efforts to prevent unauthorized access to or use of Website and related services and content, and notifying Privaini promptly of any such unauthorized access or use.
- Using Website and related services and content only in accordance with this Agreement.

Any use of the Services in breach of the foregoing by you that in Privaini's judgment threatens the security, integrity or availability of Services, may result in Privaini's immediate suspension of the Services for you, however Privaini will use commercially reasonable efforts under the circumstances to provide you with notice and an opportunity to remedy such violation or threat prior to any such suspension. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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## 5. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Privaini, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Subject to the limited rights expressly granted hereunder, Privaini, its affiliates, its licensors and Content providers reserve all of their right, title and interest in and to the Website and related services and content, including all of their related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

Privaini grants you a fully revocable, limited, non-exclusive, non-transferable license to use the Services, including the Website, according to the terms and conditions contained herein. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

**You must not:**

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: [info@privaini.com](mailto:info@privaini.com).

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

You grant to Privaini and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its Website or Services any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation of Privaini and its Website and Services.

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## 6. Trademarks

The Company name, Privaini, the terms "Privacy Done Right", and all related names, logos, product and service names, designs, and slogans are trademarks of Privaini or its affiliates or licensors. You must not use such marks without the prior written permission of the Privaini. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

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## 7. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

### **Additionally, you agree not to:**

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
  - Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
  - Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
  - Use any device, software, or routine that interferes with the proper working of the Website.
  - Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
  - Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
  - Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
  - Otherwise attempt to interfere with the proper working of the Website.
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## **8. Disclaimer of Warranties**

### **Not Legal or Professional Advice.**

The Services and the content are for general informational purposes, and are not intended to, and do not, constitute legal or professional advice. You are advised to seek legal and professional advice on the Services and the content provided pursuant to this Terms of Use.

You understand that we cannot and do not guarantee or warrant that content available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

**YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE**

WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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## 9. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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## 10. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

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## 11. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of San Mateo and County of San Mateo County although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

The owner of the Website is based in the State of California in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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## 12. Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

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## 13. Limitation on Time to File Claims

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

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## 14. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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## 15. Notice

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as

Legal Notices, the day of sending by email. Billing-related notices to the you will be addressed to the relevant billing contact designated by the you. All other notices to the you will be addressed to the relevant Services system administrator designated by the you.

| Item                               | Details                                                       |
|------------------------------------|---------------------------------------------------------------|
| Privaini Entity Name               | Privaini, Inc.<br>A Delaware Corporation                      |
| Address                            | 3 E 3rd Ave, Suite 200<br>San Mateo, California, 94401<br>USA |
| Notices                            | Attn: General Counsel                                         |
| Email                              | <a href="mailto:legal@privaini.com">legal@privaini.com</a>    |
| Governing Law                      | California and controlling United States federal law          |
| Courts with Exclusive Jurisdiction | San Mateo, California, USA                                    |

## 16. Entire Agreement

The Terms of Use, our Privacy Policy and any applicable additional agreements and forms between Privaini and you related to your use of Services constitute the sole and entire agreement between you and Privaini regarding the Website and other applicable Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and other applicable Services.

## 17. Your Comments and Concerns

The Website is operated by  
Privaini Inc.  
3 E 3rd Ave, Suite 200  
San Mateo, CA 94401

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [info@privaini.com](mailto:info@privaini.com).