

# VECTORANALYTICA TERMS AND CONDITIONS

## Eligibility

In order to use the services of VectorAnalytica, you must:

- be at least eighteen (18) years old and able to enter into contracts;
- complete the registration process;
- agree to the Terms and Conditions; and
- provide true, complete, and up to date contact information.

By using VectorAnalytica, you represent and warrant that you meet all the requirements listed above, and that you will not use VectorAnalytica in a way that violates any laws or regulations. (Representing and warranting is like making a legally enforceable promise.) VectorAnalytica may refuse service, close accounts of any users, and change eligibility requirements at any time.

## Term

The Term begins when you sign up for VectorAnalytica and continues as long as you use the Service. Clicking the button and entering your username means that you've officially "signed" the Terms and Conditions. If you sign up for VectorAnalytica on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and Conditions on their behalf.

## Privacy Policy:

**Your Personal Information and Data:** *When you use our Services, you provide us with things like your files, content, email messages, contacts and so on ("Your Personal Information and Data"). Your Personal Information and Data are yours. Uploading documents to VectorAnalytica does not give the company the right to do what it wishes with them. You own your data. VectorAnalytica does not own your data. These Terms don't give VectorAnalytica any rights to Your Personal Information and Data except for the limited rights that enable us to offer the Services.*

**Personal Information VectorAnalytica collects:** **Registration Information:** If you desire to have access to restricted sections of the Site, you will be requested to become a registered user and to submit certain personally identifiable information to VectorAnalytica. When you register for an account, we may collect personal information such as email addresses, first and last names, credit card information (usually stored by payment processor, e.g., PayPal, Stripe, Braintree); geolocation information, social logins; company information of a customer that owns or represents that company: name, address, company size, and so on. If you choose to register by using a third party account (such as your Google or Facebook account), please see "information from third parties" below. **Log In Data.** Like many other site operations, we collect information that your browser sends whenever you visit or Site ("Log Data"). This Log Data may include information such as your computer Internet Protocol ("IP") address browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spend on those pages and other statistics. By continuing to use the Site you are authorizing VectorAnalytica to gather and use this information as described below. We need your permission to do things like hosting your Personal Information and Data, backing it up and sharing it when you ask us to. Our Services also provide you with features like photo thumbnails, document previews, email organization, easy sorting, editing, sharing and searching. These and other features may require our systems to access, analyze, process, store and scan Your Personal Information and Data. You hereby give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

**Billing Information:** If you make a payment to VectorAnalytica, we require you to provide your billing details, such as a name, address, email address, and financial information corresponding to your selected method of payment (e.g., PayPal account information, credit card number and expiration date, a bank account number, etc.). If you provide a billing address, we will regard that as the location of the account holder.

**Data.** By submitting Data, you hereby grants VectorAnalytica an irrevocable, perpetual, transferable, non-exclusive, fully paid-up, royalty-free, worldwide license (sublicensable through multiple tiers) to: (a) use, analyze, process, copy, distribute, reproduce, modify, create derivative works of, adapt, publish, translate, publicly perform, and publicly display Data (or any modification thereto), in whole or in part, in any format, medium or application now known or later developed, and (b) use (and permit others to use) Data in any manner and for any purpose (including, but not limited to, commercial purposes) that VectorAnalytica deems appropriate in its sole discretion (including, but not limited to, to incorporating Data (or any modification thereto), in whole or in part, into any technology, product or service.

**Your Data.** “Your Data” means any data, files, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through VectorAnalytica. You will retain all right, title and interest in and to Your Data in the form provided to VectorAnalytica; VectorAnalytica does not own your Data. Subject to the terms of this Agreement, you hereby grant to VectorAnalytica a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, analyze, process, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable VectorAnalytica service to you and (b) for VectorAnalytica Services that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the VectorAnalytica Service. VectorAnalytica may also access your account or instance in order to respond to your support requests.

**Legal.** By submitting, posting or displaying the Data you give VectorAnalytica and its affiliated companies, sublicensees (including third parties whose products, technologies and services use or interface with any specific parts of a VectorAnalytica software or service that includes the Content) and other Users of the Website, a perpetual, irrevocable, transferable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, analyze, process, publish, publicly perform, publicly display and distribute any Data which you submit, post or display on or through, the Services.

**How VectorAnalytica Uses Your Information:** We use information that you provide to us, including any personal information:

- To present our Sites and their content to you
- To provide you with information, products or services that you request from us
- To fulfill any other purpose for which you provide it
- To provide you with notices about your subscription to the Services, including expiration and renewal notices
- To carry out or obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection
- To notify you about changes to our Sites, or any product or services we offer or provide through it
- To allow you to participate in interactive features on our Sites
- In any other way we may describe when you provide the information
- For any other purpose with your consent.

**We never sell your information or provide it to others for marketing purposes.**

**Data management.** To manage our services, we internally use your information, including certain health data, for the following limited purposes:

- To provide, monitor, maintain, and improve our services and features. We internally perform statistical and other analysis on information we collect to provide relevant outputs to our users, to analyze and measure behavior and trends, to understand how people use our services, and to monitor, troubleshoot and improve our services, including to help us evaluate or devise new features. We may use your information for internal purposes designed to keep our services secure and operational, such as for troubleshooting and testing purposes, and for service improvement, marketing, research and development purposes.
- To enforce our Terms of Use
- To prevent potentially illegal activities

**Use of Contact Information:** We may use your contact information to provide you with information about, our products and services, including but not limited to our Service. If you decide at any time that you no longer wish to receive such information or communications from us, please un-follow us, or follow the unsubscribe instructions provided in any of the communications. In addition, however, we may send you messages through email, text message, or other means of communications as part of our services regarding administrative matters, updates, disputes, and customer service issues regarding our products or services, and you will not be able to opt out of receiving such messages. From time to time, we may implement solutions designed to more efficiently capture your communications preferences. In any such event, we will strive to reflect any previously stated communicated preferences within such solutions.

**Sharing Your Personal Identification and Data:** Our Services let you share Your Personal Identification and Data with others, so please think carefully about what you share.

### Your Responsibilities

You are responsible for your conduct, Your Personal Identification and Data, and you must comply with our [Acceptable Use Policy](#). Content in the Services may be protected by others' intellectual property rights. Please do not copy, upload, download or share content unless you have the right to do so. VectorAnalytica makes it clear that you should always keep a backup of any file you upload to you VectorAnalytica on a local hard drive. If you fail to do so and your files are inadvertently deleted, that is not VectorAnalytica's responsibility. We may review your conduct and content for compliance with these Terms and our [Acceptable Use Policy](#). That said, we have no obligation to do so. VectorAnalytica is not responsible for the content people post and share via the Services.

**Security:** We are committed to protecting the security of your Personal Information and your Data. We use a variety of industry-standard security technologies and procedures to help protect your Personal Information and Data from unauthorized access, use, or disclosure. Even though we have taken significant steps to protect your Personal Information, no company, including us, can fully eliminate security risks associated with Personal Information. We strongly recommend that you do not disclose your password to anyone; please safeguard your password to the Services; make sure that others cannot easily access it, and keep your account information current.

If you forget your password, we will ask you for your ID and send you an email containing a link that will allow you to reset your password.

Please remember that you control what personal information you provide while using VectorAnalytica's software. Ultimately you are responsible for maintaining the secrecy of your identification, passwords, and/or any personal information in your possession for the use of the software. Always be careful and responsible regarding your personal information. We are not responsible for, and cannot control, the use by others of any information which you provide to them and you should use caution in selecting the personal information you provide to others through the software. Similarly, we cannot assume any responsibility for the content of any of the personal information or other information which you receive from other users through the software, and you release us from any liability in connection with the contents of any personal information or other data which you may receive using the software. We cannot guarantee, or assume any responsibility for verifying, the accuracy of the personal information or other

information provided by any third party. You release us from any and all liability in connection with the use of such personal information or other information of others.

**Intellectual Property.** All copyright, trademarks, design rights, patents, source codes, forecast and simulations models, and other intellectual property rights (registered and unregistered) in and on VectorAnalytica Online Services and VectorAnalytica Content belong to VectorAnalytica and/or third parties (which may include you or other users). VectorAnalytica reserves all of its rights in VectorAnalytica Content and VectorAnalytica Online Services. Nothing in the Terms and Conditions grants you a right or license to use any trademark, design right, patent, source code, forecast or simulation model, or copyright owned or controlled by VectorAnalytica or any other third party except as expressly provided in the Terms and Conditions.

**Information Sharing and Disclosure: Service Providers:** We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, billing, customer relationship, database storage and management, and direct marketing campaigns. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data. **Compliance with Laws and Law Enforcement.** VectorAnalytica cooperates with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect the property and rights of VectorAnalytica or a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law. **Business Transfers.** VectorAnalytica may sell, transfer or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.

**Privacy Policy Changes:** Although most changes are likely to be minor, VectorAnalytica may change its Privacy Policy from time to time, and in VectorAnalytica's sole discretion. If we change our Privacy Policy we will post those changes on this page to keep you aware of what information we collect, how we use it, and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted on this page. VectorAnalytica encourages visitors to frequently check this page for any changes to its privacy policy.

## RULES AND ABUSE

### General Rules

You promise to follow these rules:

- You will not send Spam! By "spam," we mean the definition on the [Spamhaus website](#).
- You will not use purchased, rented, or third-party lists of email addresses.
- You will not violate our Acceptable Use Policy, which is part of this Agreement.
- If you use our API, you'll comply with our [API Use Policy](#).

If you violate any of these rules, then VectorAnalytica may suspend or terminate your account.

### Closing Your Account

You or VectorAnalytica may terminate this Agreement at any time and for any reason by giving Notice to the other party. We may suspend our Service to you at any time, with or without cause. Once terminated, we may permanently delete your account and all the data associated with it, including your emails from our Website. If you don't log in to your account for 12 or more months, we may treat your account as "inactive" and permanently delete the account and all the data associated with it.

### **Entire Agreement**

These Terms and Conditions, our Privacy Policy, Acceptable Use Policy, API Guidelines (all of which are incorporated into these Terms and Conditions by reference), and any additional terms you've agreed to by turning on specific features ("Additional Terms") make up the entire agreement and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into these Terms when you activate the feature. By using VectorAnalytica services you acknowledge and agree to these Terms and Conditions, Acceptable Use Policy, Privacy Policy, and any Additional Terms.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.