

Zetalytics Terms & Conditions of Use

The following Terms of Service ("Terms," "Agreement") govern your use of Zetalytics LLC ("Zetalytics") websites, products, applications, tools, data feeds and services (collectively referred to as our "Sites and Services" or "Services").

We help you make better decisions during your Internet research or investigations. Our Sites and Services allow a user ("user" or "you") to analyze recent and historic technical Internet information and understand links between or reputation about this information related to your research. These Terms of Service describe the terms and conditions on which Zetalytics provides our Sites and Services to you. For more information about how our products and services work, please contact us.

If something doesn't appear to be working correctly, contact us and we'll try to make it right. Write to us at support@zetalytics.com or open a ticket using one of our Sites and Services for help. If you have questions about this policy, contact us at legal@zetalytics.com.

Legal jargon is tedious, but please read carefully.

READ THIS AGREEMENT CAREFULLY. WHETHER YOU ACCEPT THIS AGREEMENT BY SIGNING IT OR DE FACTO BY USING ANY OF OUR SITES AND SERVICES, YOU ARE ENTERING INTO THIS AGREEMENT WITH ZETALYTICS LLC OF DELAWARE, USA. THIS IS A LEGALLY BINDING AGREEMENT. If you don't agree to these terms and conditions, you aren't permitted to use Zetalytics' Sites and Services.

Things will change.

We may amend or terminate any terms of this Agreement at any time and such amendment or termination will be effective at the time we post the revised terms on the site. We'll strive to make these terms understandable. You can tell when we last revised this agreement by looking at the "last revised" date at the bottom of this Agreement. Your continued use of the site or services after we've posted revised terms signifies your acceptance of the revised terms.

Tell the truth.

Some of Zetalytics's products don't collect any of your personal information whatsoever. For others, we need your email address, financial details or other information to assist protected communication, perform financial transactions and provide customer service, and we need to know that it's actually and truly yours.

We'll try very hard.

Zetalytics's Sites and Services provide users with the ability to research various Internet technical information including reputation factors, historic changes and other details. You recognize that Zetalytics will use commercially reasonable efforts to keep Sites and Services on-line and useful to you, but that we cannot guarantee against misuse of our services by third parties or interruptions in our operations. We can't guarantee this Service will operate in perpetuity or be error-free. We don't provide legal services, so please don't rely on our Sites and Services for legal opinions.

It's not likely, but bad things may happen.

You acknowledge that your use of the Zetalytics Sites and Services may have unintended consequences, possibly including direct, special, indirect, consequential and other damages, and you agree that you won't hold Zetalytics liable for these consequences.

Don't sue us because of our Services.

You will indemnify and hold harmless Zetalytics LLC, its parents, subsidiaries, customers, vendors, officers, and employees from any liability, damage or cost from any claim or demand associated with your use of our Sites and Services, including direct and any third-party claims or demands.

If crazy things happen, it's not our fault.

You acknowledge that Zetalytics will not be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside Zetalytics' reasonable control, like natural disasters.

Please don't steal our hard work.

All text, images, marks, logos, compilations (meaning the collection, organization, and assembly of information) and other content on Zetalytics' Sites and Services ("Site Content"), and all software embodied in Zetalytics' website, applications, or otherwise ("Software") used by us to deliver the Sites and Services is proprietary to us. Except as otherwise expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation, or other reduction of such software to human-readable form is prohibited.

Please don't steal or damage our brand.

The text marks "Zetalytics," "Mal4s," and "D8s," as well as their associated logos, are our trademarks, and you may not use them in connection with any service or products other than those we provide in any way that is likely to cause confusion among customers, or in any way that disparages or discredits Zetalytics.

We're happy to have you use our Site Content for noncommercial, educational, or news-related use if you properly attribute it to us. Any use of such marks will apply to the benefit of their respective owners.

Be good and do good, or we'll kick you out.

We don't allow our Sites and Services to be used for illegal activities or activities we alone find improper for any reason whatsoever. We reserve the right to take preventative or corrective actions to protect ourselves and our users from anyone's unacceptable use. Your failure to comply with our Terms may result in us terminating your access to and use of our Sites and Services.

You are not to:

- ζ Impersonate anyone, falsely state or otherwise misrepresent your affiliation with any person or entity, or knowingly provide any fraudulent, misleading, or inaccurate information;
- ζ Defame, abuse, harass, stalk, threaten, or otherwise violate others' rights, including without limitation others' privacy rights or rights of publicity;
- ζ Access or use (or attempt to access or use) another user's account without permission;
- ζ Transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items or computer code of a destructive nature;
- ζ Modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Sites and Services;
- ζ "Frame" or "mirror" any portion of the Sites and Services;
- ζ Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of our site or services (unless you have negotiated a License Agreement with Zetalytics that specifically allows this);
- ζ Harvest or collect any other users' information from the site or our services;
- ζ Use our site or services for any illegal activity; or
- ζ Probe, scan or test the vulnerability of our site or services, breach their security or authentication measures, or take any action that imposes an unreasonable or disproportionately large load on our site infrastructure.

Sources and methods change, so our Services will change too.

Our Sites and Services are provided on an "as is" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You agree that in any event, Zetalytics's liability is limited to fees you actually paid to us during the current subscription billing cycle.

We'll charge you for subscriptions and renew them automatically.

If you're using one of our premium Sites and Services, you acknowledge that you're registering for a recurring subscription and will be billed at the beginning of the subscription billing cycle and the Service may automatically renew for another cycle unless you ask us to terminate the Service.

You can cancel whenever you want.

You have the right to cancel your subscriptions at any time, for any reason, and can do so by contacting us. If you choose to cancel, you will not be charged for any subscription period beyond the one in which you canceled. This refund policy does not apply if we've terminated your account for misuse outlined in this Agreement. Any termination of your use of our services, whether initiated by you or by Zetalytics, won't affect any of your or Zetalytics's rights and obligations under these Terms that have arisen before the effective date of such termination.

We're a Delaware LLC.

We're a Delaware LLC located in Rhode Island, so that's where we'll go to court if we ever need to go to court. You and Zetalytics LLC agree that all matters arising from or relating to the use and operation of our site or services will be governed by the substantive laws of Delaware applied in a Rhode Island venue. You agree that all claims you may have arising from or relating to the operation, use, or other exploitation of Zetalytics's Sites and Services will be heard and resolved in courts located in Rhode Island. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts. If you choose to gain access to our Sites and Services from locations other than Delaware, which is likely, you will also be responsible for complying with all local laws of any such other location.

Your use of our Sites and Services is subject to these terms and conditions.

Last Revised: January 19, 2016 at 9:36 AM

IN WITNESS THEREOF, the parties have caused this agreement to be duly executed on the dates set forth below:

For: Zetalytics LLC

Sign: _____ Title: _____

Name: _____ Date: _____

For: _____ (I have legal authority to bind the Corporation.)

Sign: _____ Title: _____

Name: _____ Date: _____

CORPORATE SEALS MAY BE AFFIXED BELOW (OPTIONAL):

