

Terms of Use

Date: May 27, 2023

PLEASE READ THESE TERMS AND CONDITIONS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS SITE.

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Acceptance of These Terms; Right to Amend.

Your access to, and browsing, review and use of the Site is subject to these Terms and Conditions and all applicable laws. By accessing and using the Site, you accept these Terms and Conditions, without limitation or qualification. If you do not agree to the Terms and Conditions, do not use the Site. If, at any time, any part of the Terms and Conditions is no longer acceptable to you, immediately terminate your use of the Site.

Untapped reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

Other Written Agreements are Separate From These Terms.

These Terms govern your use of this Site and are separate from the terms or conditions of any other agreements you have entered into with Untapped.

Permitted Use.

You may access and use this Site for the sole purpose that this Site has been made available to you by us (the “Purpose”). You shall not access or use this Site for any other reason other than the Purpose including, without limitation, penetration testing or any of the prohibited uses set forth below.

Prohibited Uses.

You agree not to make any use of this Site that:

- is illegal, fraudulent, or abusive;
- is defamatory or obscene;
- could compete with the business of Untapped, its business partners, or licensees;
- offers Site access or content for sale, assignment, sublicensing, or otherwise makes the content available to a third party;
- violates the intellectual property or ownership rights of Untapped or a third party, including making derivative works based on the Site;
- could interfere with any third party's use and enjoyment of the Site;
- introduces viruses or other harmful programs or code;

- circumvents passwords, access controls, captchas, robot.txt scripts and similar technologies intended to protect users and/or our intellectual property;
- archives, mines, or harvests any personal information, intellectual property or any part of this Site;
- tests the security of the Site or otherwise attempts to gain unauthorized access to the confidential information of Untapped or its other clients, or to Untapped's computer systems or networks connected to any Untapped server through hacking, password mining, or any other means;
- could damage, disable, overburden, or impair any Untapped server or the networks connected to any Untapped server; or
- disseminates unsolicited promotional or advertising material, spam or similar materials or any volume messages which may interfere with the operation of this Site or with the enjoyment of this Site by other visitors.

Linking.

You may not make any part of the Site available as part of another website or application, whether by hyperlink framing on the Internet, caching or otherwise, unless you have been authorized to do so in writing by Untapped. Untapped reserves the right to disable any unauthorized links or frames. Untapped specifically disclaims any responsibility for the contents of any third-party websites or applications that link to this Site, and for any injury you may incur from third-party websites or applications linking or framing this Site.

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You understand that the Site is provided “AS IS” and “AS AVAILABLE.” Your access is limited by our Site functionality, your access levels, and the Terms. Untapped reserves the right at any time and without notice to enhance, modify, alter, suspend or permanently discontinue all or any part of this Site and to restrict or prohibit access to it.

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Solely for your convenience, this Site may provide links and/or redirect you to third-party websites or applications. Untapped has no control over third-party websites or applications, is not liable for their accuracy, content, or security, and makes no endorsement of third-party websites’ or applications’ owners, contents, or services. Your use of third-party websites or applications is at your sole risk, so you should review the terms and conditions and privacy policies of any third party prior to use of their site.

Global Access.

Untapped is based in the United States and provides this Site for use by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States, and you are responsible for ensuring any use you make of this Site complies with local law.

NO WARRANTIES.

You acknowledge and agree that this Site is provided by Untapped on an “AS IS” and “AS AVAILABLE” basis, without any warranties or guarantees. To the extent permitted by law, Untapped disclaims all conditions, representations and warranties, express, implied, statutory or otherwise, including any warranties of merchantability, fitness for a particular purpose, title, accuracy of informational content, system integration, non-infringement of third party rights, quiet enjoyment, and uninterrupted or error free operation.

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Use of Information You Submit.

By submitting information on this Site, you grant Untapped, its affiliated companies, its service providers, and sub-licensees permission to use your information in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat your information. You agree that Untapped may use any information it collects in connection with this Site for data analytics purposes, including but not limited to benchmarking, modeling, consulting, creating insights, reports and other analytics to provide, improve the quality of, and market Untapped's products and services. Where required by law, we obtain your consent prior to such use and/or utilize de-identified and/or aggregated data for analytics.

Privacy.

You agree that all personal information you provide or that we collect about you through this Site is governed by our Privacy Notice.

Monitoring; Termination.

Untapped, in its sole discretion, has the right to (i) remove or refuse to post any user content, (ii) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights or in response to a subpoena, (iii) take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Site, and (iv) suspend your access to this Site and refuse to provide you with any further access to it or any content. You agree that Untapped is not liable for any damages you may suffer from its exercise of these rights.

Assignment.

Untapped may assign these Terms and its rights and obligations under these Terms without your consent and at its sole discretion. You may not assign or transfer your rights and obligations under these Terms.

No Waiver.

Untapped's failure to assert its rights at any time will not be deemed a waiver of these Terms. No consent or waiver will be effective unless in writing and signed by both parties.

Governing Law and Venue.

You agree that any dispute arising out of or in connection with the Site or these Terms will be governed by the laws of Texas without reference to conflict of laws principles that would require the application of the laws of any other jurisdiction. You agree to submit to the exclusive personal jurisdiction and venue of courts located in Texas.

INDEMNIFICATION.

To the extent permitted by law, you agree to indemnify Untapped and its affiliates, employees, officers, directors, agents, successors, and assigns against any costs, claims, losses and damages

(including legal fees) incurred by or awarded against Untapped as a result of your use of this Site or your breach of these Terms.

Invalidation of Terms.

If a competent authority finds any portion of these Terms invalid or unenforceable, you agree that all other Terms will remain in effect.

Entire Agreement.

These terms and conditions of use constitute the entire agreement between the parties with respect to the subject matter hereof.

How to Contact Us

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