

Privacy Dynamics SaaS Offerings

LAST UPDATED: JULY 15 2022

These SaaS Offerings Terms (these "SaaS Terms") applies to your access and use of the SaaS Offerings provided by Privacy Dynamics, Inc. ("Privacy Dynamics," "we," "us" or "our") via the site located at privacydynamics.io ("Site").

By registering to use our SaaS Offerings or accessing any of the our SaaS Offerings, you acknowledge and agree that you have read all of the terms and conditions of SaaS Terms, you understand all of the terms and conditions of SaaS Terms, and you agree to be legally bound by all of the terms and conditions of SaaS Terms.

If you are an individual accessing or using any of the SaaS Offerings on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an "Organization"), then you are agreement to the terms and conditions set forth in these SaaS Terms on behalf of yourself and such Organization to these SaaS Terms. References to "you" and "your" in these SaaS Terms will refer to both the individuals using the SaaS Offerings and to any such Organization.

"Effective Date" refers to the first date the SaaS Offerings are accessed by you.

1. PRIVACY AND WEBSITE TERMS OF USE

For information about how we collect, use and share information about users of the SaaS Offerings, please see our [Privacy Policy](#).

The terms and conditions governing the Site and made available via the Site ("Website Terms of Use") are incorporated into these SaaS Terms by reference. In the event of a conflict, with respect to the SaaS Offerings, between the terms and conditions of the Website Terms of Use and the terms and conditions of these SaaS Terms, the terms and conditions of these SaaS Terms will govern.

2. LOCATION AND YOUR USE

Privacy Dynamics operates the SaaS Offerings from the United States. Privacy Dynamics makes no representation or warranty that all of the features of the SaaS Offerings will be available to you if you reside outside of the United States. By accessing and using the SaaS Offerings, you assent to the processing, transfer and storage of information about you in and to the United States and other countries, where you may not have the same rights and protections as you do under local law.

3. REGISTRATIONS

In order to receive the SaaS Offerings, you must register for an account. When registering for an account, you agree (a) to provide accurate, current, and complete information ("Registration Data"), and (b) to maintain and promptly update the Registration Data (and any other information you provide to Privacy Dynamics) in order to keep it accurate, current, and complete. You are responsible for safeguarding the passwords you use to access the SaaS Offerings via your account, and you agree to be fully responsible for activities and transactions that relate to your account and password. You must notify

Privacy Dynamics immediately if you suspect or learn of an unauthorized use of your account or password, and you may be held liable for losses incurred by Privacy Dynamics due to someone else using your account or password. Privacy Dynamics cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

You represent and warrant that you and all Users (a) are at least 18 years of age, (b) are not a resident of, or located in, any country subject to a United States embargo or other similar United States export restrictions, including Iran, Cuba, North Korea, the Region of Crimea, Sudan or Syria, and (c) are not on the United States Treasury Department's list of Specifically Designated Nationals, the United States Department of Commerce's Denied Persons List or Entity List, or any other United States export control list.

4. SAAS OFFERINGS

Subscription Plans

Privacy Dynamics provides various subscription plans with respect to the SaaS Offerings. Each subscription plan and its applicable terms and conditions are set forth on our Pricing Page. Each subscription plan outlines the (a) the nature of the SaaS Offering, (b) whether the SaaS Offering will be provided on a trial basis and the term of such trial, (c) the period the SaaS Offering will be provided on a non-trial basis (each, a "Subscription Period"), (d) the number of Users (as defined below) authorized to use the SaaS Offering, (e) the features available, and (f) the fees for the SaaS Offering per Subscription Period ("Subscription Fees").

Right to SaaS Offerings

Subject to the terms and conditions of these Terms, Privacy Dynamics grants you the right to access and use the SaaS Offerings covered by your selected subscription plan.

SaaS Offering Updates

Privacy Dynamics may, from time-to-time, make updates to the SaaS Offerings, and these SaaS Terms will apply to such updated SaaS Offerings.

Grants and Responsibilities

As between the parties and subject to the limited grant set forth below, you own Your Data. During the term of these Terms, you grant to Privacy Dynamics a non-exclusive, royalty-free, worldwide, sub-licensable right and license to reproduce, modify, and store all electronic data or information provided by you to Privacy Dynamics via or in connection with the SaaS Offerings ("Your Data"). Prior to granting Privacy Dynamics access to Your Data, you have obtained (a) all necessary rights and consents to grant Privacy Dynamics the rights set forth in these SaaS Terms with respect to Your Data, and (b) all of Your Data has been collected, stored, transferred, processed, collected, disclosed, and otherwise handled in accordance with all applicable laws, rules, and regulations, including, but not limited to, privacy and data security laws.

Further, you agree not to use any Protected Health Information (as defined by HIPAA) in connection with the SaaS Offerings until you have separately executed a Business Associate Agreement ("BAA") with Privacy Dynamics. To execute a BAA, please reach out to support@privacydynamics.io.

You are solely responsible for the development, content, operation, maintenance, and use of Your Data. You are responsible for properly configuring and using the SaaS Offerings and taking appropriate steps to maintain appropriate security, protection, and backup of Your Data.

Usage Data

You acknowledge and agree that Privacy Dynamics may monitor, collect, use, and store anonymous and aggregate statistics regarding use of the SaaS Offerings, Your Data, and/or any individuals/entities that interact with the SaaS Offerings (collectively, "Usage Data").

5. SUBSCRIPTION FEES AND CANCELATIONS/TERMINATIONS

General

You will pay to Privacy Dynamics the Subscription Fees. The Subscription Fees do not include taxes and all payments must be made in United States Dollars (unless Privacy Dynamics agrees, in writing, to a different currency).

When you register for the SaaS Offerings, you must provide, via the Site, a valid credit card or debit card number ("Payment Method") to Privacy Dynamics's third-party payment processor. You represent and warrant that you

(a) have the right to have fees charged to your Payment Method, and (b) agree to have the fees charged to your Payment Method.

Our current payment processor is Stripe, and the processing of your payments are subject to the Stripe Security Policy, found here: <https://stripe.com/docs/security/stripe>, and the Stripe Privacy Policy, found here: <https://stripe.com/privacy>, which Stripe may update from time-to-time.

If your Payment Method fails, we may cancel your subscription plan, including your access to the SaaS Offerings. Privacy Dynamics may, at its sole discretion, allow use of the SaaS Offerings for some period of time after your subscription plan is canceled, however, such permitted access is not a waiver of any of Privacy Dynamics' rights, including the right to revoke access to the SaaS Offerings.

Subscription Period and Renewals

Your subscription plan commences on the Effective Date and continues until the close of the Subscription Period, and thereafter, the Subscription Period will automatically renew for successive periods equivalent to the length of the initial Subscription Period (each period referred to as a Subscription Period) unless you elect not to renew as set forth below.

PLEASE UNDERSTAND THAT, UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOUR SUBSCRIPTION WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE SUBSCRIPTION FEE AND ANY TAXES, USING THE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

You acknowledge that you will not receive notice of a renewal date, and the Subscription Fees are non-refundable except as expressly set forth in these Terms.

You may cancel your subscription plan at any time. Please note that your subscription plan must be canceled before renewals in order to avoid being charged for the next Subscription Period. If you cancel your subscription plan, the cancellation will become effective at the end of the then-current Subscription Period. Please contact Privacy Dynamics's customer support team at support@privacydynamics.io for instructions on how to cancel.

Modifications to Subscription Fees

From time-to-time, Privacy Dynamics may modify the fees for the SaaS Offerings, provided, that no modifications will be effective until the end of the then-current Subscription Period.

Privacy Dynamics Cancellation Rights

Privacy Dynamics may terminate your subscription plan (including, your access to the SaaS Offerings) (a) for cause, if you (or an individual or entity using your account) breaches these SaaS Terms and fails to remedy such breach within the 10-day period commencing upon the date that Privacy Dynamics provides you with notice of such breach, or (b) immediately and for cause, if your Payment Method fails.

Effects of Termination

Upon any termination of your subscription plan (a) all rights and licenses granted to you under these SaaS Terms will immediately cease, and (b) you must immediately pay to Privacy Dynamics all amounts due for the period for which you contracted. For example, (i) if the applicable Subscription Period is 12 months, (ii) the applicable Subscription Fees are split in 12 equal payments (each of which is due and payable at the beginning of each month as measured from the Effective Date), and (iii) you elect to terminate your subscription plan and the effective date of termination of your subscription plan occurs upon the close of the 9th month of the Subscription Period, you must immediately pay 5 monthly payments. Notwithstanding any terms to the contrary in these SaaS Terms, the following provisions and terms will survive any cancellation of your subscription plan: Subscription Fees and Cancellations/Termination; Ownership and Restrictions; Disclaimer; Indemnification; Limitation of Liability; Miscellaneous; and your representations and warranties.

6. OWNERSHIP AND RESTRICTIONS

Ownership

As between the parties and subject to the grants set forth in these SaaS Terms, you own all right, title, and interest in and to Your Data and all data processed by the SaaS Offerings and written back to your data repositories together with any and all intellectual property rights embodied in or related to the foregoing (collectively, "Your Property").

As between the parties and subject to the grants set forth in these SaaS Terms, Privacy Dynamics, notwithstanding any terms to the contrary in these SaaS Terms, owns all right, title, and interest in and to the SaaS Offerings and the Usage Data together with any and all intellectual property rights embodied in or related to the foregoing.

7. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that the person accepting these SaaS Terms on its behalf has been duly authorized and empowered to enter into these SaaS Term and bind the entity it represents to these SaaS Terms.

You represent and warrant that (a) you or your licensors own all right, title, and interest in and to Your Data, (b) you have all rights in Your Data necessary to grant the rights contemplated by these SaaS Terms, (c) neither the exercise of the rights you have granted to Privacy Dynamics with respect to Your Data nor Your Data infringes or violates any of the terms and conditions of these SaaS Terms, any applicable law or regulation, or any intellectual property rights, rights of privacy, rights of publicity, or any other rights of any third party, and (d) you will not upload (or otherwise use with) any of the SaaS Offerings any other data that may violate any applicable laws, statutes, regulations, or other agreements.

8. INDEMNIFICATION

Privacy Dynamics, at its sole expense, will defend you from and against any and all claims, suits, actions, or proceedings (each a "Claim") brought by a third party and indemnify you from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest, and disbursements) ("Losses") that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by Privacy Dynamics resulting from or arising in connection with the SaaS Offerings (solely in the form provided by Privacy Dynamics) infringing any Intellectual Property Rights of any third party, provided, Privacy Dynamics' indemnification obligations under this Section 8 are conditioned upon you (a) giving prompt written notice of the Claim to Privacy Dynamics, (b) granting Privacy Dynamics the option to solely control the defense (including the right to use its own counsel) and settle the Claim, and (c) providing reasonable cooperation to Privacy Dynamics and assistance in the Claim's defense or settlement.

You agree, at your sole expense, to indemnify and hold Privacy Dynamics (and its directors, officers, employees, consultants and agents) harmless from and against any Claim and related Losses resulting from or arising in connection with any of Your Property, or any actual or alleged breach of any of your obligations under these SaaS Terms (including, but not limited to, any of your representations or warranties).

9. DISCLAIMER AND LIMITATION OF LIABILITY**

THE SAAS OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. PRIVACY DYNAMICS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) ARISING FROM OR RELATED TO THESE SAAS TERMS, THE SAAS OFFERINGS, AND THE THIRD-PARTY INFRASTRUCTURE (AS DEFINED BELOW), WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, AND CONDITION OF TITLE. FURTHER, WE DO NOT REPRESENT OR WARRANT THAT YOUR ACCESS TO OR USE OF THE SAAS OFFERINGS WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA.

IN NO EVENT WILL PRIVACY DYNAMICS BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THESE SAAS TERMS, THE SAAS OFFERINGS, AND THE THIRD-PARTY INFRASTRUCTURE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. PRIVACY DYNAMICS'S ENTIRE LIABILITY TO YOU AND ANY OTHER INDIVIDUAL OR ENTITY, ARISING FROM OR RELATED TO THESE SAAS TERMS, THE SAAS OFFERINGS, AND THE THIRD-PARTY INFRASTRUCTURE, WILL NOT EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO PRIVACY DYNAMICS DURING THE SUBSCRIPTION PERIOD WITHIN WHICH THE DAMAGES OCCURRED. FURTHER, NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THESE SAAS TERMS, PRIVACY DYNAMICS WILL NOT BE LIABLE FOR ANY DISCLOSURE OF, UNAUTHORIZED USE OF AND/OR UNAUTHORIZED ACCESS TO ANY DATA OR OTHER INFORMATION. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 9 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE SAAS TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. MISCELLANEOUS

Entire Agreement

These SaaS Terms (together with any and all terms incorporated into these SaaS Terms by reference) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of these SaaS Terms.

Governing Law and Venue

These SaaS Terms will be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflicts of law principles thereof. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal court located in the State of Washington or state court in Seattle, Washington having jurisdiction, in connection with any matter based upon or arising out of these SaaS Terms or the matters contemplated in SaaS Terms, agrees that process may be served upon them in any manner authorized by laws of the State of Washington for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process.

Independent Contractors

Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner, or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

Assignment

You may not assign, delegate, or transfer (by sale, merger, operation of law, or otherwise) these SaaS Terms or any right, title, interest, or obligation hereunder without the prior

written consent of Privacy Dynamics. Any attempted or purported assignment, delegation, or transfer in violation of the foregoing will be null and void and without effect. Privacy Dynamics may assign these SaaS Terms without your prior written consent. These SaaS Terms will be binding and inure to the benefit of such assignees, transferees, and other successors in the interest of the parties in the event of an assignment or other transfer made consistent with the provisions of these SaaS Terms.

Publicity

You consent to Privacy Dynamics's use of your and, if applicable, your Organization's name and logo on the Privacy Dynamics website, identifying you and your Organization as a customer of Privacy Dynamics and describing your and your Organization's use of the SaaS Offering notwithstanding any terms to the contrary in these SaaS Terms. Company agrees that Privacy Dynamics may issue a press release identifying Company as customer of Privacy Dynamics.

No Waivers

No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

Feedback

Any suggestions, comments, or other feedback provided by you to Privacy Dynamics with respect to any of the SaaS Offerings or Privacy Dynamics (collectively, "Feedback") will become the exclusive property of Privacy Dynamics, and Privacy Dynamics will be free to use, disclose, reproduce, modify, create derivative works of, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind, on account of intellectual property rights or otherwise.

Third-Party Infrastructure

Notwithstanding any terms to the contrary in these SaaS Terms, you acknowledge and agree that Privacy Dynamics uses a third-party hosting infrastructure in connection with the SaaS Offerings ("Third-Party Infrastructure"), the provider(s) of the Third-Party Infrastructure disclaim and make no representation or warranty with respect to such Third-Party Infrastructure, and Privacy Dynamics assumes no liability for any claim that may arise with respect to such Third-Party Infrastructure.

Subcontractors

Privacy Dynamics may use subcontractors to perform all or part of the SaaS Offerings.

Audit

Privacy Dynamics may, by itself or through an independent third party, audit your use of the SaaS Offerings to verify your compliance with the terms and conditions of these SaaS Terms. You agree to provide reasonable access to your systems and records for purposes of conducting these audits.

Electronic Communications

You agree that we may communicate with you electronically regarding your use of any of the SaaS Offerings and that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at support@privacydynamics.io.

Severability

If any provision of these SaaS Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these SaaS Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these SaaS Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these SaaS Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

Entire Agreement & Precedence

These SaaS Terms (together with all terms incorporated into these SaaS Terms by reference) set forth the entire agreement and understanding of the parties relating to the subject matter of these SaaS Terms and supersedes all prior agreements or understanding with respect to such subject matter and all past dealing or industry custom.

Your use of any of the SaaS Offerings may be subject to a separate agreement between you and Privacy Dynamics. If any of the terms of such separate agreement conflict with any of the terms of these SaaS Terms, the terms of such separate agreement will govern to the extent of such conflict.

Force Majeure

Privacy Dynamics is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, acts of God (fire, storm, floods, earthquakes, etc.), acts of terrorism, civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of services provided by any service providers used by Privacy Dynamics, labor disturbances, vandalism, cable cut, epidemic, pandemic (including COVID-19), government actions, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

11. QUESTIONS

If you have any questions regarding the use of any of the SaaS Offerings, please email us at support@privacydynamics.io.