

Terms and Conditions

Terms and Conditions for Use of Data Axle Inc.'s Data and Services

Please read these Terms and Conditions ("Terms") carefully as they create a legally binding agreement between you and Data Axle Inc. These Terms govern your use of the websites that link to these Terms. By using Data Axle's products and services ("Product Suite") via Data Axle's websites, you automatically agree to these Terms. Please note, we offer our Product Suite across numerous websites. Your use of Data Axle's Product Suite may be provided by Data Axle pursuant to a separate agreement. Those additional terms in the separate agreement become part of your agreement with us. Unless otherwise provided in a separate agreement, Data Axle grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Product Suite for your own internal purposes during the term of this agreement. If you do not agree to these Terms, please immediately cease any use of Data Axle's Product Suite.

Your Account

In order to use our Product Suite, you must: (i) be at least 18 years of age, (ii) create an account and a password on one of our websites; (iii) agree to these Terms; and (iv) provide true, complete, accurate, and current contact and billing information. An account may be assigned to you by your employer, educational institution, or other organization. If you are assigned an account, additional terms may apply and govern your use of the Product Suite. You may not share your account or password with any other person or entity. If you believe your account has been compromised, please contact Data Axle as soon as possible.

Term and Termination

When you agree to these Terms, the agreement between you and Data Axle begins. The agreement will last for as long as you have an account on one of Data Axle's websites or until we terminate your account in accordance with these Terms. Data Axle or you may terminate your account at any time and for any reason by providing the other party notice. We may suspend your account at any time, with or without cause.

Ownership

Data Axle owns all right, title, interest, and proprietary rights in the Product Suite, including, but not limited to, patents, trademarks, service marks, copyrights, trade secrets, and other intellectual property rights. If you provide suggestions, comments, ideas or recommendations, requests for enhancements, additional features or functionality, or other feedback to Data Axle (collectively "Feedback"), you hereby assign all right, title, interest, and proprietary rights, in and to the Feedback to Data Axle. All licenses granted to you pursuant to this agreement or any applicable agreement with Data Axle are expressly conditioned upon your compliance with these Terms. All rights not expressly granted hereunder are reserved to Data Axle. Any use of the Product Suite not expressly authorized in this agreement is strictly prohibited.

You represent and warrant that you either own or have the authority, license, or permission to use all material, content, data, and information that you provide to Data Axle in the course of using the Product Suite. You will retain ownership of the material, content, data, and information that you provide to Data Axle.

Rules and Restrictions

- Unless specifically authorized in advance and in writing by Data Axle, you will not share, sell, transfer or otherwise make the Product Suite available to any third person or entity. You will use your best efforts to prevent the misuse or unauthorized use of the Product Suite by any third person or entity.
- You may not disassemble, decompile, reverse engineer, modify, or otherwise alter the Product Suite or any part thereof.
- You may not access data not intended for your use.
- You may not log on to a server or an account that you are not authorized to access.
- You may not probe, scan, or test the vulnerability of a system or network.
- You may not attempt to breach security or authentication measures without proper authorization.
- You may not interfere with services to any user, host, or network, including, but not limited to, submitting a virus to any Data Axle website, overloading, flooding, spamming, mailbombing, or crashing.
- You will not use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars, or intelligent agents) to navigate or search an Data Axle website other than the search engine and search agents available from Data Axle on one of Data Axle's websites and other than generally available third-party web browsers (e.g. Netscape Navigator, Microsoft Explorer).
- You may not use the Product Suite to store or transmit data that infringe a third party's privacy right or intellectual property right.

You will not use the Product Suite for consumer credit purposes, determining consumer creditworthiness, employment purposes, tenant screening purposes, for any other purpose covered by the federal Fair Credit Reporting Act or for any other purpose not expressly authorized under these Terms.

- You may not use data derived from the Product Suite for the purpose of soliciting survivors of deceased persons.
- You will get and maintain all necessary permissions and valid consents required to lawfully transfer data to Data Axle and to enable such data to be lawfully collected, processed, and shared by Data Axle for the purposes of providing the Product Suite or as otherwise directed by you.
- You may not send Spam of any sort.
- You will not use the Product Suite to create, send, or display pornography, sexually explicit content, or campaigns promoting or supporting terrorism or violent extremism.
- You will not use purchases, rented, or third-party lists of email address.
- You agree and warrant that your use of the Product Suite will comply with all applicable federal, state, local, and foreign laws, statutes, rules, and regulations ("Laws"), including, but not limited to, CAN-SPAM Act, COPPA, the Telephone Consumer Protection Act, any State Registry laws, do-not-call lists, Canada's Anti-Spam Law, and all applicable guidelines of the Direct Marketing Association ("DMA"). You shall be responsible for compliance in connection with your use of the Data. If you are not a member of the DMA, you will use your best efforts to comply with the DMA's guidelines. You acknowledge and agree that it is your sole responsibility to determine the applicability of, and ensure your own compliance with, any such Laws.
- You will comply with all Laws applicable to the campaigns sent through the Product Suite, including those relating to (i) acquiring consents (where required) to lawfully send campaigns, (b) the content included in the campaigns, and (c) your campaign deployment practices.
- You acknowledge that certain data from the Product Suite may include names and phone numbers that appear on one or more do-not-contact lists maintained by a federal, state, provincial, or other governmental entity or whose use may otherwise be regulated. You are responsible for subscribing to all applicable do-not-contact lists and you further agree to comply with all such relevant Laws, including those and you further agree to comply with all such relevant Laws relating to any such do-not-contact lists.
- Data Axle reserves the right to review your use of the Product Suite to ensure compliance with these Terms, but any failure of Data Axle to review such use will not constitute acceptance of such use or waive any of Data Axle's rights hereunder or limit any of your obligations with respect to these Terms and the Product Suite.
- Data Axle further reserves the right to require additional terms and conditions, or require you to enter into additional agreements, prior to providing you with access to the Product Suite.

Privacy

By accessing one of Data Axle's websites, you consent to Data Axle's [Privacy Policy](#). The terms of the Privacy Policy are incorporated herein.

Disclaimer of Warranties

THE PRODUCT SUITE ARE PROVIDED ON AN "AS-IS" BASIS AND DATA AXLE HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR RESULTS TO BE DERIVED FROM THE USE OF THE PRODUCT SUITE. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, NEITHER DATA AXLE NOR ANY OF ITS THIRD-PARTY SUPPLIERS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPREHENSIVENESS OR COMPLETENESS OF THE PRODUCT SUITE NOR THAT THEY WILL BE UNINTERRUPTED. EXCEPT WHERE OTHERWISE PROHIBITED OR LIMITED BY LAW,

Limitation of Liability

IN NO EVENT WILL DATA AXLE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" ARISING OUT OF OR RELATING TO THESE TERMS OR THE PRODUCT SUITE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, UNAUTHORIZED ACCESS, THEFT, STRIKES, OR ANY FORCE MAJEURE. YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE PRODUCT SUITE.

Indemnification

You agree to indemnify, defend, and hold harmless Data Axle, its stockholders, directors, officers, employees, independent contractors, and agents against any claim, demand, loss, liability, damage, injury cost, or expense (including attorneys' fees and legal costs) which arises, directly or indirectly, out of your violation of these Terms or your use of the Product Suite.

Additional Remedy of Termination

In addition to all other legal rights and remedies available to Data Axle for any apparent, threatened, or actual breach or violation of these Terms by you, Data Axle has the right to terminate your account and demand immediate return or destruction of any data accessed from the Product Suite at any time if Data Axle believes you are not complying in full with these Terms.

No Assignment by you

you may not assign your rights or obligations under these Terms to any other person or entity without the prior written consent of Data Axle, whether by operation of law or otherwise, and any attempt to do so shall be void.

Governing Law; Jurisdiction

All matters relating to these Terms and the Product Suite shall be governed by and construed under the laws of the State of Nebraska, without regard for the principles of conflicts of law of that State or any other state. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Douglas County, Nebraska. You agree to submit to the exclusive jurisdiction of those courts and waive any objections to the venue of any such proceeding in those courts.

File Management Library

Certain Product Suite, including Salesgenie, may include a file management library allowing you to store and access certain marketing creative (e.g. your logos, email creative, images) and other documents (collectively, "Marketing Content") for your internal use. Any such Marketing Content and art will remain your property; however, you give Data Axle permission to host, store, and to allow access to your users. You are solely responsible for ensuring that you have all necessary rights and license to the Marketing Content and to use that Marketing Content in connection with the Product Suite. Data Axle is not responsible for actions you take with respect to your Marketing Content. You agree to not upload Marketing Content that, or otherwise use the Product Suite, to: (i) violate the intellectual property rights of any third party; (ii) engage in or promote illegal activity; or (iii) distribute viruses, worms, or other malware or malicious software. We reserve the right to delete or disable content alleged to violate the foregoing; however, Data Axle has no obligation to monitor or review your Marketing Content. You acknowledge that any file management library is made available for your convenience and is not intended to be used as a data backup service or in connection with disaster recovery. You are responsible for maintaining independent copies of all Marketing Content, including backup copies. Marketing Content is subject to deletion upon termination.

Changes

Data Axle reserves the right to make changes to the Terms at any time, with or without notice to you. The new Terms will take effect immediately upon posting and apply to your continued use of the Product Suite. Data Axle may change the Product Suite or discontinue the Product Suite at any time.

Entire Agreement

These Terms and any additional agreements contain the entire understanding between you and Data Axle and supersede any prior understandings or agreements, oral or written, relating to the subject matter of these Terms. These Terms may only be amended by a document signed by you and Data Axle. No waiver of any breach of these Terms shall be deemed a waiver of a future breach, whether of a similar or different nature, and no waiver shall be effective unless in writing signed by the waiving party.

If there is a conflict between these Terms and any agreement where you were assigned an account, the agreement where you were assigned an account will control to the extent of the conflict.

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[DonorBase](#)

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[360 Data Management](#)

[Data Integrations & APIs](#)

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