



Terms and Conditions

Breadcrumb Analytics Inc.

Last Updated: October 3rd, 2023

1. Acceptance of Terms

By accessing or using <https://breadcrumb-analytics.com/> (the "Website"), you agree to comply with and be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use the Website.

2. Changes to Terms

Breadcrumb Analytics Inc. (hereinafter referred to as "the Company") reserves the right to modify, amend, or update these Terms at any time without prior notice. Changes will be effective immediately upon posting. It is your responsibility to review these Terms regularly. Continued use of the Website after any modifications indicates your acceptance of the revised Terms.

3. Privacy Policy

Your use of the Website is also governed by our Privacy Policy, which can be found via a link at the bottom of our Website. Please review our Privacy Policy to understand how we collect, use, and protect your personal information.

4. Electronic Communications

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

4. User Registration

Some areas of the Website may require user registration. Customers, Partners and Other Users are responsible for providing accurate and complete information during the registration process. If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur



under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

5. Children Under Thirteen

The Company does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Website only with permission of a parent or guardian.

6. Links to Third Party Sites/Third Party Services

The Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site or any association with its operators.

Certain services made available via the Website are delivered by third party sites and organizations. By using any product, service or functionality originating from the the Website domain, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Website’s users and customers.

7. Use for Business Purposes

The Website is intended for use by businesses and professionals seeking information and services related to our data science solutions. Individuals and entities using the Website for personal purposes should do so in accordance with these Terms.



8. User Content

By submitting any content (e.g., comments, reviews, or other contributions) (hereafter “Submission”) to the Website, you grant the Company a non-exclusive, royalty-free, worldwide, and perpetual license to use, reproduce, modify, adapt, publish, distribute, and display such content for the purpose of promoting the Company’s products and services.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company’s sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

9. Prohibited Conduct

You agree not to:

- Use the Website for any unlawful purpose or in violation of these Terms.
- Attempt to gain unauthorized access to any portion of the Website or any user accounts.
- Engage in any activity that may interfere with the proper functioning of the Website.

10. Intellectual Property

All content on the Website, including the Company’s text, graphics, logos, and images, is protected by copyright and other intellectual property laws. You may not use, reproduce, modify or distribute any content from the Website without prior written consent.

11. Use of Communication Services

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.



By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.



12. Third Party Accounts

In the event that you connect your account to one or more third party accounts, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

13. International Users

The Website is controlled, operated and administered by the Company from our offices within the USA. If you access the Website from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

14. Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

15. Disclaimer of Liability and Warranties

The information, software, products, and services included in or available through the site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its suppliers may make improvements and/or changes in the site at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained on the site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.



To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever, including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the site or with any of these terms of use, your sole and exclusive remedy is to discontinue using the site.

16. Arbitration

Dispute Resolution:

In the event that you and the Company are unable to resolve any dispute arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved through final and binding arbitration, in accordance with the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association or a similar arbitration service mutually agreed upon by the parties. The arbitration shall take place in the State of New York, Erie County, USA. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction.

Attorney's Fees and Costs:

In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

Scope of Arbitration:

The parties agree to arbitrate all disputes and claims related to these Terms and Conditions, whether directly or indirectly, including tort claims that result from these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire



dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

17. Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis. Class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective, and/or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

18. Termination, Jurisdiction, and Miscellaneous

The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

This agreement is governed by the laws of the State of New York, Erie County, USA, and you hereby consent to the exclusive jurisdiction and venue of courts in the State of New York, Erie County, USA for all disputes arising from or relating to the use of the Website. The use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Website. The Company's performance of this agreement is subject to existing laws and legal processes, and nothing contained in this agreement derogates from the Company's right to comply with governmental, court, and law enforcement requests or requirements related to your use of the Website or information provided to or gathered by the Company in such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and the Company regarding the Website and supersedes all prior or contemporaneous communications and



proposals, whether electronic, oral, or written. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

19. Changes to Terms

The Company reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

20. Contact Information

If you have any questions or concerns about these Terms or our products and services, please contact us at info@breadcrumb-analytics.com.

By using the Website, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.