

ATLATL SOFTWARE TERMS & CONDITIONS

Effective and last revised May 24th, 2018

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IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS CONTAINED IN OR INCORPORATED BY REFERENCE INTO THESE TERMS, YOU ARE NOT PERMITTED TO USE THE WEBSITE.

Modification of these Terms.

We reserve the right at any time, at our sole discretion, to change or otherwise modify the Terms without prior notice, and such changes will be effective immediately upon posting. Your continued access or use of the Website signifies your acceptance of the updated or modified Terms. Unless otherwise indicated, any new material added to the Website will also be subject to the Terms. Be sure to return to this page periodically to review the most current version of the Terms.

Who can use the Website?

The Website is not intended to be used by persons under the age of 18 years old. If you are under the age of 18 years old, please do not use the Website or any of the services offered by Atlatl. If you are submitting information for a business entity, by doing so, you represent that you have the authority to bind that business entity to the Terms. We may in our sole and absolute discretion, refuse to allow use of the Website or accept a person’s or entity’s information and may, at any time, refuse to permit a person’s, or entity’s continuing use of the Website for any reason or for no reason, in our sole discretion.

User Conduct and Obligations.

The content and information on the Website (including, but not limited to, whitepapers, infographics, e-books, messages, data information, text, music, sound, photos, graphics, video, maps, icons, software,

code or other material; collectively, the “Content”), as well as the infrastructure used to provide such Content is proprietary to Atlatl. Without our prior written permission, you may not use, copy reproduce, republish, upload, post, transmit, distribute or modify our trademarks, or other proprietary information in any way. You agree to follow all applicable laws and regulations when using the Website. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. Additionally, you agree not to: Provide false or misleading information about yourself to Atlatl, impersonate any other person, or otherwise attempt to mislead others about your identity or the origin of any Content, message or other communication.

Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe any party for any services if you are not expressly authorized by such party to do so;

Collect information about other visitors to the Website without their consent or otherwise systematically extract data or data fields, including without limitation any financial data or email addresses;

Probe, scan, test the vulnerability of or breach the authentication measures of the Website or any related web pages, networks or systems;

Use any robot, spider, scraper, or other automated or manual means to access the Website, or copy and/or redistribute any content, information or software on the Website;

Manipulate or otherwise display the Website by using framing, creating deep-links to the Website by bypassing the Website’s home page, mirroring or similar navigational technology or directly link to any portion of the Website other than the main home page;

Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Atlatl in connection with the Website;

Input or upload to the Website any information that contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or information or that infringes the intellectual property rights of another; and

Use or access the Website in any way that, in Atlatl’s sole judgment, adversely affects the performance or function of the Website or interferes with the ability of authorized parties to access the Website, including but not limited to any action that imposes, or may impose, in Atlatl’s sole discretion, an unreasonable or disproportionately large load on our infrastructure.

Intellectual Property

Except for public domain material, the Website is protected by intellectual property laws, including U.S. copyright laws. You are hereby granted a non-exclusive license to use the Content at the Website while connected to the Website (including, where available, to email individual Content to others directly from this site). You are also granted a limited license to print one copy of any Content posted at the Website, but only for your personal use. Except as expressly provided above, all other rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on the Website, electronic reproduction, adaptation, distribution, performance or display is prohibited. Commercial use of any of the Content is strictly prohibited. Use of any of our trademarks as metatags on other web sites also is strictly prohibited. You may not display the Website in frames (or any of the Content via in-line links) without our express written permission, which may be requested by contacting us through our 'Contact Us' form.

Electronic Communications

When you visit the Website or send or accept electronic messages through the Website, you are communicating with us electronically, and as a result, you consent to receive communications from us electronically. We may communicate with you by email or other authorized form of electronic message or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in the Terms. You have a right to withdraw your consent to receive electronic communications at any time, and may request a paper version of any electronic communication. You acknowledge that such withdrawal of consent will prohibit you from accessing and using core functionalities of the Website. You further acknowledge that we reserve the right to charge you a reasonable fee for the production and mailing of paper versions of electronic communications, unless charging a fee is prohibited by applicable law. To request a paper copy of an electronic communication, write us at privacy@atlatlsoftware.com

Reviews, Comments and Use of Other Interactive Areas

Please be aware that by submitting any message, data, information, text, music, sound, photos, graphics, code or any other Content to the Website by electronic mail, postings on the Website, or other social network platforms operated by Atlatl, including any questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you are certifying that you are the rightful owner or licensee of the Submission and you grant Atlatl a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You acknowledge that Atlatl may choose to provide attribution of your comments or reviews at our discretion. You further grant Atlatl the right to pursue at law

any person or entity that violates your or Atlatl's rights in the Submissions by a breach of the Terms. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

The Website and Atlatl's other social network platforms may contain discussion forums, bulletin boards, reviews or other means in which you or third parties may post Content, messages, materials or other items on the Website ("Interactive Areas"). If Atlatl provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Website any of the following:

Any Submission that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

Submissions that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

Submissions that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

Submissions that impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity, including Atlatl;

Unsolicited promotions, political campaigning, advertising, contests, raffles, or solicitations;

Private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

Viruses, corrupted data or other harmful, disruptive or destructive files;

Any Submission that is unrelated to the topic of the Interactive Area(s) in which such Submission is posted; or

Submissions or links to Content that, in the sole judgment of Atlatl, (a) violates the previous subsections herein, (b) is objectionable, (c) restricts or inhibits any other person from using or enjoying the Interactive Areas or the Website, or (d) exposes or could expose Atlatl or its users to any harm or liability of any type. Atlatl takes no responsibility and assumes no liability for any Submissions posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Atlatl liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Atlatl is not liable for any statements, representations or Submission provided by its Users in any public forum,

personal home page or other Interactive Area. Although Atlatl has no obligation to screen, edit or monitor any of the Submissions posted to or distributed through any Interactive Area, Atlatl reserves the right, and has absolute discretion, to remove, screen or edit without notice any Content posted or stored on the Website at any time and for any reason.

If it is determined that you retain moral rights (including rights of attribution or integrity) in Submissions, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Submission, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Submission by Atlatl or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Submission; and (d) you forever release Atlatl, and its licensees, successors and assigns, from any claims that you could otherwise assert against Atlatl by virtue of any such moral rights.

Any violation of the foregoing violates the Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Website. See "Termination," below.

Digital Millennium Copyright Act Notice

Atlatl respects the intellectual property rights of others. Atlatl may, in appropriate circumstances and at its sole discretion, terminate the access of Users who infringe the copyrights or intellectual property rights of others.

If you believe your work has been copied and is accessible at the Website, or other social network platforms operated by Atlatl, in a way that constitutes copyright infringement, or that the Website contains links or other references to another online location that contains material or activity that infringes your copyright, you may notify us by providing our copyright agent the information required by the U.S. Online Copyright Infringement Liability Limitation Act of the U.S. Digital Millennium Copyright Act, 17 U.S.C. §512.

Our agent for notice of claims of copyright infringement on or regarding the Website can be reached by mail: Atlatl Software, Inc., 658 King Street, Charleston, SC 29403; by email: privacy@atalsoftware.com; or by telephone: 855.462.8528.

Please provide our agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Atlatl Privacy Policy

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