

IT DATABASE PRIVACY POLICY

1. Acceptance of Terms

IT Database, LLC (the "Company" or "us" or "we") respects your privacy and is committed to protecting your personal information that you provide to us on itdatabase.com and any related domains such as technews.io (the "Website"). This statement explains our policies and practices regarding the use and disclosure of your personal information by the Company. Please note that the Company reviews and updates this Privacy Policy from time to time as needed without notice. Therefore, you should review the terms of this policy periodically to make sure that you are aware of how the Company collects and uses personal information. By using our Website, you consent to the collection and use of your personal information by the Company as explained below.

2. Personal Information

You have complete control over your personal information. In general, you can access the publicly available portions our Website without providing us with any personal information. However, we must have your personal information in order for us to grant you full access to our Website and to assist us in delivering a superior level of customer service. This information may include registration data (your name, company, address, email address, phone number, title, etc.), payment information, information request data and response data ("User Information").

3. Use of User Information

We intend to use such information for purposes of supporting your and your employer's relationship with the Company by providing a Website that is suitable to your needs and alerting you to new product and service offerings as they become available. This User Information may be retained by Company to verify compliance with the agreement between the Company and your employer, to keep track of the domains from which people visit us, to enable payment for services offered by the Website, to create a user profile to better serve you and your employer, or to simply contact you either electronically or otherwise for marketing purposes. If you decide that we should not use your personal User Information to contact you for marketing purposes, please let us know by sending us an e-mail to support@itdatabase.com and we will not use that information for such purpose. Do not submit any User Information if you are less than 18 years of age. We do not collect personally identifiable information from any person we know is under the age of 13.

We may also collect other information related to your use of the Website that does not contain any of your User Information. We retain the right to use this information to provide you with a better user experience and for other internal business purposes.

4. Monitoring

Although we are not obligated to do so, we may review your communications with respect to the Website to determine whether you comply with our Terms of Service. The Company will not have any liability or responsibility for the content of any communications you provide, or for any errors or violations of any laws or regulations by you.

5. Disclosure of User Information

The Company does not sell, trade or transfer User Information to third parties. However, we may share User Information with our business partners for marketing, advertising or product/service offering purposes. We may share with third parties aggregated, non-personal information. Such information does not identify you individually. We also disclose User Information if: we have your consent; we need to share it in order to provide you with the products and/or services you requested; we respond to a court order; you violate our Terms of Service or we otherwise suspect that you are engaged in fraudulent or illegal activities. You may separately agree to provide your personal information to third parties that provide content for Company Offerings, in order to access and/or use their products and/or services. If you agree to provide such information to these third parties, then your personal information will be subject to their privacy policies.

6. Accuracy and Security

The accuracy and security of User Information is important to the Company. Currently, you may review and request updates to your User Information retained by the Company. If you contact us to correct your User Information, we will attempt to correct such inaccuracies in a timely manner. The Company is concerned with the security of your User Information and is committed to taking reasonable steps to protect it from unauthorized access and use of that personal information. To that end, we put in place the appropriate physical, electronic and managerial policies and procedures designed to secure your personal User Information. We also continue to implement procedures to maintain accurate, complete and current User Information. No method of transmission over the Internet, or method of electronic storage, is one hundred percent secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

7. Usernames and Passwords

Access to certain content on our Website may be allowed under a written agreement between you or your employer, and the Company and will require a username and/or password. In some cases, failure to provide personal information may prevent you from accessing certain Company web site(s) containing certain confidential information,

products, services, or promotional offers ("Company Offerings"). By accessing and using our protected and secured web site(s) you agree to maintain the confidentiality of the username and password you selected to access such site(s) and consent to our Terms of Service.

8. External Links

The Website provides links to other third party web sites. Even if the third party is affiliated with the Company through a business partnership or otherwise, the Company is not responsible for the privacy policies or practices or the content of such external links. These links are provided to you for convenience purposes only and you access them at your own risk.

9. Business Transfers

We may sell, transfer or otherwise share some or all of our assets, including your User Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

10. Terms of Service and Contact Information

Please also see our Terms of Service, which describes the restrictions, disclaimers, indemnification and limitation of liability governing the use of the Website. If you have any questions regarding this Privacy Policy or our Terms of Service, please contact us at support@itdatabase.com. For other general questions, please refer to our Contacts page.

IT DATABASE TERMS OF SERVICE

1. Acceptance of Terms

IT Database, LLC (the "Company" or "us" or "we") welcomes you to itdatabase.com and related domains such as technews.io (collectively, the "Website"). By using or accessing any part of the Website or by accessing any of our online products and services such as TechNews and TechCalendar, you are agreeing to these Terms of Service, our Privacy Policy and all other policies or notices posted by us on the Website.

If you do not agree to these Terms of Service, do not use the Website. We can change these Terms of Service at any time without any notice to you. It is your responsibility to review these Terms of Service from time to time for any changes as it creates a binding legal agreement between you and the Company. If you use the Website after we have changed any of the Terms of Service, you are agreeing to all of the changes.

2. Permission to Use the Website

You have our permission to use the Website, but only if:

- * you are over 18 years old;
- * you do not copy the Website or any part of the Website;
- * you do not modify the Website or any part of the Website; and
- * you follow all the rules and restrictions that we have spelled out in these Terms of Service.

3. Accounts; Passwords; Security

You may need to set up an account in order to use some of the features of the Website. You may not use a third party's account without permission. When you are setting up your account, you must give us accurate and complete information. This means that you cannot set up an account using a name or contact information that does not apply to you, and you must provide accurate and current information on all registration forms that are part of the Website. You have complete responsibility for your account and everything that happens on your account. This means you need to be careful with your password. If you find out that someone is using your account without your permission, you must let us know immediately. You may not transfer your account to someone else. We are not liable for any damages or losses caused by someone using your account without your permission. However, if we (or anyone else) suffer any damage due to the unauthorized use of your account, you may be liable.

4. Personal Use Only

We are making the Website available to you for your information and personal use only. You may not (and you agree not to) use, copy, distribute, transmit, broadcast, sell, or do anything else with the Website for any other purpose. Subject to your compliance with the terms and conditions of these Terms of Service, we grant you a limited, non-exclusive, non-transferable license (without the right to sublicense) to access, use, view, download and print, where applicable, the content made available on our Website solely for your own purposes. You may not use the Website to break the law, violate an individual's privacy, or infringe any person or entity's intellectual property or any other proprietary rights.

5. Proprietary Rights

The Company and its suppliers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Website. If you give feedback on the Website, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary, and implementation of that feedback is owned by us and may become part of the Website without compensation to you. We reserve all rights in and to the Website unless we expressly state otherwise. The Website

contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

You may not decompile, reverse engineer, disassemble, or otherwise reduce the Website to a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if you notify us in writing in advance. You may not copy, frameset, enclose or otherwise distribute any part of the Website.

All brand, product and service names used in the Website which identify the Company or our suppliers and/or their proprietary products and services are the trademarks or service marks of the Company or our suppliers. Nothing in the Website shall be deemed to confer on any person any license or right on the part of Company or such supplier with respect to any such image, logo or name.

You agree not to disable, interfere, or try to get around any of the features of the Website related to security, or enforcing the limits on the use of the Website.

6. User Content

“User Content” means the documents, files, text, data and any other content uploaded, transmitted or submitted by you via the Website. You retain full ownership to User Content that you have uploaded, transmitted and submitted. We do not claim any ownership to any of it. These Terms of Service do not grant us any rights to User Content or intellectual property except for the limited rights that are needed to run the Website as explained below.

We may need your permission to do things you ask us to do with User Content, for example, hosting your files. This includes product features visible to you as well as technical administration of the services provided to you through the Website (collectively, the “Services”). You give us the permissions we need to do those things to provide the Services. This permission also extends to our trusted third parties we work with us to provide the Services. How we collect and use your information generally is also explained in our [Privacy Policy](#).

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the services offered to you via the Services. For example, it is your responsibility to ensure that you have the rights or permission needed to comply with these Terms of Service. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to us the rights in such User Content, as contemplated under these Terms of Service; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or our use of the User Content (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the

violation of any applicable law or regulation or result in any defamation of any third party. We are not responsible for the accuracy, completeness, appropriateness, or legality of files or any other information you may be able to access using the Services.

You are responsible for maintaining and protecting all of your User Content. We will not be liable for any loss or corruption of User Content, or for any costs or expenses associated with backing up or restoring any User Content.

6. Notify Us of Infringers

If you believe that something on our Website violates your copyright, notify our copyright agent in writing. The contact information for our copyright agent is at the bottom of this section.

In order for us to take action, you must do the following in your notice:

- (i) provide your physical or electronic signature;
- (ii) identify the copyrighted work that you believe is being infringed;
- (iii) identify the item on our Website that you think is infringing your work and include sufficient information about where the material is located on our Website (including which website) so that we can find it;
- (iv) provide us with a way to contact you, such as your address, telephone number, or e-mail;
- (v) provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the copyright owner, its agent, or the law to be used on our Website; and
- (vi) provide a statement that the information you provide in your notice is accurate, and that (under penalty of perjury), you are authorized to act on behalf of the copyright owner whose work is being infringed.

Here is the contact information for our copyright agent:

Copyright Enforcement
IT Database, LLC
123 23rd Avenue
San Francisco, CA 94121
Phone: (415) 515-9812
E-Mail: support@itdatabase.com

Again, we cannot take action unless you give us all the required information.

7. How to Communicate with Us

Only notices about copyright infringement should go to our copyright enforcement department. If you have anything else to communicate with us (like feedback, comments, requests for technical support), you should contact us through our customer service department at support@itdatabase.com.

8. Availability

You acknowledge that temporary interruptions in the availability of the Website may occur from time to time as normal events. Also, we may decide to cease making available the Website or any portion of the Website at any time and for any reason. Under no circumstances will Company or its suppliers be held liable for any damages due to such interruptions or lack of availability.

9. Sale of Products

Our Website may include the offer for sale of certain products (whether software, services, or other merchandise) ("Products"). Any offer for sale or purchase of such Products is subject to the terms of sale and warranty (if any) provisions of the vendor offering the particular Product through our Website (including through any shopping cart for the particular Product). We are not responsible for any such transactions or Products unless we are the vendor, in which case the terms of purchase applicable for that Product shall apply.

10. Links to Other Sites

Our Website may contain links to other websites that we do not own or control. We are not responsible for any of these other websites and any links to these other websites should not be interpreted as an endorsement of any company, content or products. You will not hold us responsible for any aspect of these other websites, including their content, privacy policies, or anything else. You may be exposed to things on other websites that you do not like or that you find offensive. We are not responsible for this, either. You must use your own discretion when you go to other websites. You should also read the terms and conditions and privacy policies of these other websites.

11. Warranty Disclaimer

USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY AND ITS AFFILIATES, SUPPLIERS AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE COMPANY AND ITS AFFILIATES, SUPPLIERS AND PARTNERS MAKE NO WARRANTY THAT (i) THE WEBSITE OR ANY PRODUCTS PURCHASED THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS; (ii) THE WEBSITE OR ANY CONTENT MADE AVAILABLE ON THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT THERE WILL BE NO ERRORS IN THE WEBSITE OR ANY CONTENT AVAILABLE ON THE WEBSITE OR THAT COMPANY WILL FIX ANY ERRORS; OR (iv) THAT ALL OF YOUR DATA WILL BE AVAILABLE THROUGH THE WEBSITE AT ALL TIMES. ANY MATERIALS OBTAINED THROUGH USE OF THE WEBSITE ARE OBTAINED AT YOUR OWN DISCRETION AND RISK AND THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO YOUR COMPUTER OR DATA OR FOR ANY BUGS, VIRUSES, TROJAN HORSES OR OTHER DESTRUCTIVE CODE RESULTING FROM USE OF THE WEBSITE OR ANY CONTENT OBTAINED FROM THE WEBSITE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER LAW, THE COMPANY AND ITS AFFILIATES, SUPPLIERS AND PARTNERS HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA, REVENUE OR PROFIT) ARISING FROM OR RELATED TO YOUR USE OF THE WEBSITE OR ANY CONTENT PROVIDED BY OR THROUGH THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING LIMITATION APPLIES TO DAMAGES ARISING FROM (i) YOUR USE OR INABILITY TO USE OUR WEBSITE; (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS OR SERVICES PURCHASED THROUGH OR FROM OUR WEBSITE; (iii) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE WEBSITE; OR (iv) ANY OTHER MATTER RELATING TO THE WEBSITE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,

THE COMPANY'S LIABILITY AND THE LIABILITY OF EACH OF ITS OFFICERS, MANAGERS, INVESTORS, EMPLOYEES, AGENTS, ADVERTISERS, LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND OTHER CONTRACTORS TO YOU OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCE IS LIMITED TO A MAXIMUM AMOUNT OF \$100.

13. Indemnity

You agree to indemnify and hold harmless the Company and its affiliates, suppliers, partners, officers, agents, and employees from and against any claim, demand, losses, damages or expenses (including reasonable attorney's fees) arising from your use of the Website, your connection to the Website, your violation of these Terms of Service or your violation of any rights of any third-party. Your indemnification obligation will survive the termination of these Terms of Service and your use of the Website.

14. Termination and Suspension

We may terminate or suspend the Website or any part of the Website, terminate or suspend your use of the Website, or block any IP address at any time without cause without any liability to you.

Further, we may terminate or suspend your permission to use the Website immediately and without notice upon any violation of these Terms of Service, your failure to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems or for engagement by you in fraudulent or illegal activities. If we terminate your use of the Website for any of these reasons or otherwise for cause, we will not refund any fees you may have paid, whether for access to the Website or for Products (if applicable).

Upon any termination we may delete your account and passwords, and we may bar you from further use of the Website. You agree that we will have no liability to you or any third party for termination of your account or access to the Website.

15. Export Control

You may not use, export or re-export any product or service offered on the Website, in violation of any applicable laws or regulations, including, without limitation, United States export laws and regulations.

16. Additional Terms

Portions of the Website may be accompanied by additional terms which apply to specific features or areas of the Website. Those additional terms supplement these terms with respect to your use of those features or areas.

17. General Terms

These Terms of Service are governed by laws of the state of California, without respect to its conflict of laws principles. The sole jurisdiction and venue for any claim arising from the Website and these Terms of Service shall be the state and federal courts located in San Francisco, California and each party hereby consents to the exclusive jurisdiction and venue of such courts. These Terms of Service, together with our Privacy Policy and any other legal notices we have published on the Website, constitute the entire agreement between you and us regarding this Website. If a court having proper authority decides that any portion of these Terms of Service is invalid, only the part that is invalid will not apply. The rest of these Terms of Service will still be in effect. If we waive any of our rights under these Terms of Service in any particular instance, it does not mean that we are waiving our rights generally or in the future. Furthermore, just because we may not enforce all our rights all of the time, it does not mean that we are waiving our rights. We may decide to enforce them at a later date. These Terms of Service, and any rights and licenses granted under these Terms of Service, may not be transferred or assigned by you, but may be assigned by us without restriction.

YOU AGREE THAT IF YOU WANT TO SUE US, YOU MUST FILE YOUR LAWSUIT WITHIN ONE YEAR AFTER THE EVENT THAT GAVE RISE TO YOUR LAWSUIT. OTHERWISE, YOUR LAWSUIT WILL BE PERMANENTLY BARRED.