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ThroughPoint Solutions, Inc.

EULA, Privacy Policy and Disclaimer

EULA

Terms of Use

This software and or web page represents our Terms of Use and Sale ("Agreement") regarding our Website and Software, www.ThroughPoint.net ("Website and Software") and software "T.H.O.R." ("**Software**") sold, given or licensed. It was last posted on July 22, 2016. The terms, "we" and "our" as used in this Agreement refer to ThroughPoint Solutions, Inc.

We may amend this Agreement at any time by posting the amended terms on our Website and Software and Software. We may or may not post notices on the homepage of our Website and Software when such changes occur.

We refer to this Agreement, disclaimer and any other terms, rules, or guidelines on our Website and Software collectively as our "Legal Terms." You explicitly and implicitly agree to be bound by our Legal Terms each time you access our Website and Software and Software. If you do not wish to be so bound, please do not use or access our Website and Software and Software.

Limited License

ThroughPoint Solutions, Inc. grants you a non-exclusive, non-transferable, revocable license to access and use our Website and Software in order for you to make purchases of electronic documents and related services through our Website and Software, strictly in accordance with our Legal Terms.

Copyrights and Trademarks



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Links to Third-Party Website and Software

Our Website and Software may contain links to Website and Software owned or operated by parties other than ThroughPoint Solutions, Inc. Such links are provided for your reference only. ThroughPoint Solutions, Inc. does not monitor or control outside Website and Software and is **not responsible for their content. ThroughPoint Solutions, Inc.'s inclusion of links** and use of outside Website and Software does not imply any endorsement of the material on our Website and Software or, unless expressly disclosed otherwise, any sponsorship, affiliation or **association with its owner, operator or sponsor, nor does ThroughPoint Solutions, Inc.' inclusion** of the links imply that ThroughPoint Solutions, Inc. is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked Website and Software.

Content Disclaimer



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Postings on our Website and Software updates are made at such times as ThroughPoint Solutions, Inc. determines in its discretion. You should not assume that the information contained on our Website and Software has been updated or otherwise contains current information. ThroughPoint Solutions, Inc. does not review past postings to determine whether they remain accurate and information contained in such postings may have been superseded. THE INFORMATION AND MATERIALS IN OUR WEBSITE AND SOFTWARE ARE PROVIDED FOR YOUR REVIEW IN ACCORDANCE WITH THE NOTICES, TERMS AND CONDITIONS SET FORTH HEREIN. THESE MATERIALS ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT OR UP TO DATE. THESE MATERIALS MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE.

Refunds

We issue refunds for Contracts within 7 days of the original purchase of the Contract.

No Warranties; Exclusion of Liability; Indemnification

OUR WEBSITE AND SOFTWARE IS OPERATED BY THROUGHPOINT SOLUTIONS, INC. ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGHPOINT SOLUTIONS, INC. SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT FOR OUR WEBSITE AND SOFTWARE AND ANY CONTRACTS AND SERVICES YOU PURCHASE THROUGH IT. THROUGHPOINT SOLUTIONS, INC., SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF OUR WEBSITE AND SOFTWARE, FOR CONTRACTS OR SERVICES SOLD THROUGH OUR WEBSITE AND SOFTWARE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH OUR WEBSITE AND SOFTWARE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH OUR WEBSITE AND SOFTWARE. YOUR USE OF OUR WEBSITE AND SOFTWARE AND ANY CONTRACTS OR SERVICES ARE AT YOUR OWN RISK. IN NO EVENT SHALL EITHER THROUGHPOINT SOLUTIONS, INC. OR THEIR AGENTS BE LIABLE FOR ANY DIRECT,



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INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR WEBSITE AND SOFTWARE, CONTRACTS AND SERVICES PURCHASED THROUGH OUR WEBSITE AND SOFTWARE, THE DELAY OR INABILITY TO USE OUR WEBSITE AND SOFTWARE OR OTHERWISE ARISING IN CONNECTION WITH OUR WEBSITE AND SOFTWARE, CONTRACTS OR RELATED SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT SHALL THROUGHPOINT SOLUTIONS, INC.' **LIABILITY** FOR ANY DAMAGE CLAIM EXCEED THE AMOUNT PAID BY YOU TO THROUGHPOINT SOLUTIONS, INC. FOR THE TRANSACTION GIVING RISE TO SUCH DAMAGE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

WITHOUT LIMITING THE FOREGOING, THROUGHPOINT SOLUTIONS, INC. DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE WEBSITE IS ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT OR THAT OUR WEBSITE AND SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

YOU AGREE THAT ALL TIMES, YOU WILL LOOK TO ATTORNEYS FROM WHOM YOU PURCHASE SERVICES FOR ANY CLAIMS OF ANY NATURE, INCLUDING LOSS, DAMAGE, OR WARRANTY. THROUGHPOINT SOLUTIONS, INC. AND THEIR RESPECTIVE AFFILIATES MAKE NO REPRESENTATION OR GUARANTEES ABOUT ANY CONTRACTS AND SERVICES OFFERED THROUGH OUR WEBSITE AND SOFTWARE.

THROUGHPOINT SOLUTIONS, INC. MAKES NO REPRESENTATION THAT CONTENT PROVIDED ON OUR WEBSITE AND SOFTWARE, CONTRACTS, OR RELATED SERVICES ARE APPLICABLE OR APPROPRIATE FOR USE IN ALL JURISDICTIONS.

Indemnification



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You agree to defend, indemnify and hold ThroughPoint Solutions, Inc. harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of our Website and Software or any Contracts or Services you purchase through it. Any legal activities shall be held in the state of ThroughPoint Solutions choosing or the State of Arizona.



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Privacy Policy

Our Privacy Policy was last updated and posted on August 1, 2016. It governs the privacy terms of our Website and Software, located at [www.ThroughPoint.net /support](http://www.ThroughPoint.net/support).

Your Privacy

ThroughPoint Solutions, Inc. follows all legal requirements to protect your privacy. Our Privacy Policy is a legal statement that explains how we may collect information from you, how we may share your information, and how you can limit our sharing of your information. You will see terms in our Privacy Policy that are capitalized. These terms have meanings as described in the Definitions section below.

Definitions

"Non Personal Information" is information that is not personally identifiable to you and that we automatically collect when you access our Website and Software with a web browser. It may also include publicly available information that is shared between you and others.

"Personally Identifiable Information" is non-public information that is personally identifiable to you and obtained in order for us to provide you within our Website and Software. Personally Identifiable Information may include information such as your name, email address, and other related information that you provide to us or that we obtain about you.

Information We Collect

Generally, you control the amount and type of information you provide to us when using our Website and Software.



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As a Visitor, you can browse our Website and Software to find out more about our Website and Software. You are not required to provide us with any Personally Identifiable Information as a Visitor.

Computer Information Collected

When you use our Website and Software, we automatically collect certain computer information by the interaction of your mobile phone or web browser with our Website and Software. Such information is typically considered Non Personal Information. We also collect the following:

- **Cookies**
Our Website and Software uses "Cookies" to identify the areas of our Website and Software that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to personalize the Content that you see on our Website and Software. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our Website and Software correctly or at all. We never place Personally Identifiable Information in Cookies.
- **Third Party Tracking Tools**
We also use third party tracking tools to improve the performance and features of our Website and Software. These third party tracking tools are designed to collect only Non-Personal Information about your use of our Website and Software. However, you understand that such tools are created and managed by parties outside our control. As such, we are not responsible for what information is actually captured by such third parties or how such third parties use and protect that information.
- **We use Remarketing with Google Analytics to advertise on third party sites to you after you visited our Site. We and our third party vendors, like Google, use first party cookies**



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(such as the Google Analytics cookie) and third party cookies (such as the DoubleClick cookie) to inform, optimize and serve ads based on your past visits to our Site.

You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the [Google Ads Settings](#) page. Google also recommends installing the [Google Analytics Opt-out Browser Add-on](#) for your browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

- Automatic Information

We automatically receive information from your web browser or mobile device. This information includes the name of the Website and Software from which you entered our Website and Software, if any, as well as the name of the Website and Software to which you're headed when you leave our Website and Software. This information also includes the IP address of your computer/proxy server that you use to access the Internet, your Internet Website and Software provider name, web browser type, type of mobile device, and computer operating system. We use all of this information to analyze trends among our Users to help improve our Website and Software.

How We Use Your Information

We use the information we receive from you as follows:

- Customizing Our Website and Software

We may use the Personally Identifiable information you provide to us along with any computer information we receive to customize our Website and Software.

- Sharing Information with Affiliates and Other Third Parties

We do not sell, rent, or otherwise provide your Personally Identifiable Information to third parties for marketing purposes. We may provide your Personally Identifiable Information



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to affiliates that provide services to us with regards to our Website and Software (i.e. payment processors, Website and Software hosting companies, etc.); such affiliates will only receive information necessary to provide the respective services and will be bound by confidentiality agreements limiting the use of such information.

- Data Aggregation

We retain the right to collect and use any Non Personal Information collected from your use of our Website and Software and aggregate such data for internal analytics that improve our Website and Software and Service as well as for use or resale to others. At no time is your Personally Identifiable Information included in such data aggregations.

- Legally Required Releases of Information

We may be legally required to disclose your Personally Identifiable Information, if such disclosure is (a) required by subpoena, law, or other legal process; (b) necessary to assist law enforcement officials or government enforcement agencies; (c) necessary to investigate violations of or otherwise enforce our Legal Terms; (d) necessary to protect us from legal action or claims from third parties including you and/or other Members; and/or (e) necessary to protect the legal rights, personal/real property, or personal safety of ThroughPoint Solutions, Inc., our Users, employees, and affiliates.

Protecting Your Child's Privacy

Our Website and Software is not designed for use by anyone under the age of 13 ("Child"), though we realize we may have a Child attempt to make purchases through our Website and Software. We do not verify the age of our Users nor do we have any liability for verifying a User's age. If you are a Child, please seek the permission of a parent or guardian before using our Website and Software. If you are a parent or guardian and believe your Child is using our Website and Software, please contact us to remove your Child's account; we reserve the right to ask you for verification of your relationship to the Child before we honor such a request. If we discover that a Child has created an account on our Website and Software, we will immediately



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delete the account as soon as we discover it, we will not use the information for any purpose, and we will not disclose the information to third parties. However, as parent of such a Child, you understand that you are legally liable for any transactions created by the Child.

Links to Other Website and Softwares

Our Website and Software may contain links to other Website and Softwares that are not under our direct control. These Website and Softwares may have their own policies regarding privacy. We have no control of or responsibility for linked Website and Softwares and provide these links solely for the convenience and information of our visitors. You access such linked Website and Softwares at your own risk. These Website and Software are not subject to this Privacy Policy. You should check the privacy policies, if any, of those individual Website and Softwares to see how the operators of those third-party Website and Softwares will utilize your personal information. In addition, these Website and Softwares may contain a link to Website and Softwares of our affiliates. The Website and Softwares of our affiliates are not subject to this Privacy Policy, and you should check their individual privacy policies to see how the operators of such Website and Softwares will utilize your personal information.

Our Email Policy

Our affiliates and we fully comply with national laws regarding SPAM. You can always opt out of receipt of further email correspondence from us and/or our affiliates. We agree that we will not sell, rent, or trade your email address to any unaffiliated third-party without your permission.



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Privacy Policy Updates

We reserve the right to modify this Privacy Policy at any time. You should review this Privacy Policy frequently. If we make material changes to this policy, we may notify you on our Website and Software, by a blog post, by email, or by any method we determine. The method we chose is at our sole discretion. We will also change the "Last Updated" date at the beginning of this Privacy Policy. Any changes we make to our Privacy Policy are effective as of this Last Updated date and replace any prior Privacy Policies.

Questions About Our Privacy Practices or This Privacy Policy

If you have any questions about our Privacy Practices or this Policy, please contact us.

Disclaimer

The provided agreements on www.throughpoint.net and for ThroughPoint Solutions, Inc. are for informational purposes only and do not constitute legal advice.

ThroughPoint Solutions, Inc. is not a full service IT, security firm and is not providing full service IT, safety or security. All information (including agreements, forms and documents) available on Our Site, www.throughpointsolutions.net, are provided without any warranty, express or implied, including as to their legal effect and completeness. The information should be used as a guide and modified to meet your own individual needs and the laws of your state. Your use of any information or forms is at your own risk. ThroughPoint Solutions, Inc. and any of its employees, contractors, or attorneys who participated in providing the information expressly disclaim any warranty: they are not creating or entering into any Attorney-Client relationship by providing information to you.



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Communications between you and ThroughPoint Solutions is only protected by our Privacy Policy, but NOT protected by the attorney-client privilege since ThroughPoint Solutions, Inc. is not a law firm and is not providing legal advice. No employee of ThroughPoint Solutions, Inc., contractor, or attorney is authorized to provide you with any advice about what information (including agreements, forms and documents) to use or how to use or how to complete them.



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ThroughPoint Solutions, Inc. Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally Identifiable Information' (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, credit card information or other details to help you with your experience.

When do we collect information?

We collect information from you when you register on our site, place an order, subscribe to a newsletter, respond to a survey, fill out a form, Use Live Chat, Open a Support Ticket or enter information on our site.

Provide us with feedback on our products or services

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To improve our website in order to better serve you.



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- To allow us to better service you in responding to your customer service requests.
- To administer a contest, promotion, survey or other site feature.
- To quickly process your transactions.
- To ask for ratings and reviews of services or products
- To follow up with them after correspondence (live chat, email or phone inquiries)

How do we protect your information?

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.

We use regular Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?

We do not use cookies for tracking purposes

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.



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If you turn cookies off, some features will be disabled. that make your site experience more efficient and may not function properly.

However, you will still be able to place orders .

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information.

Third-party links

We do not include or offer third-party products or services on our website.

Google

Google's advertising requirements can be summed up by [Google's Advertising Principles](#). They are put in place to provide a positive experience for users.

We have not enabled Google AdSense on our site but we may do so in the future.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require any person or company in the United States (and conceivably the world) that operates websites collecting Personally Identifiable Information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared. - See more at: [CalOPPA](#)



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According to CalOPPA, we agree to the following:

Users can visit our site anonymously.

Once this privacy policy is created, we will add a link to it on our home page or as a minimum, on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy' and can be easily be found on the page specified above.

You will be notified of any Privacy Policy changes:

- On our Privacy Policy Page

Can change your personal information:

- By emailing us
- By calling us
- By logging in to your account

How does our site handle Do Not Track signals?

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third-party behavioral tracking?

It's also important to note that we do not allow third-party behavioral tracking

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under the age of 13 years old.



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Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

- Within 1 business day: We will notify you via phone call
- Within 1 business day: We will notify you via letter
- Within 7 business days: We will notify the users via in-site notification
- Within 1 business day: We will notify you via email

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Process orders and to send information and updates pertaining to orders.

To be in accordance with CANSPAM, we agree to the following:



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If at any time you would like to unsubscribe from receiving future emails, you can email us at support@throughpoint.net and we will promptly remove you from ALL correspondence.

Contacting Us

If there are any questions regarding this privacy policy, you may contact us using the information below.

www.throughpoint.net

917 N Coronado Dr.

Gilbert, AZ 85234

USA

Support@throughpoint.net