

Atlan Privacy Policy and Terms of Use and Service



Atlan is committed to building a strong and long-lasting relationship with you based on trust and clarity. Part of this commitment means safeguarding and respecting your privacy and your choices. This is why we have set out our full Privacy Policy and Terms of Use below.

Please read this information carefully. If you have any questions or concerns, please contact us at hello@atlan.com.

Atlan Privacy Policy

Atlan Privacy Policy ("**Atlan Web Privacy Policy**" or "**this Policy**") and Atlan Terms of Use constitute the Atlan Web Agreement, which is legally binding between the End User and Us with respect to Your use of Our Website and Services.

This Policy explains how We treat End User Data and protect End Users' privacy when You use the Services. End User agrees that We may access, collect and use the End User Data according to this Policy.

"End User" means You and Your Authorized Representative (if any), as the case may be. **"End User Data"** means the data that We collect from the End User.

Any capitalized terms used in this Policy will have such meaning as assigned under the respective Clauses or under the Atlan Web Terms of Use.

1. Background

1.1 We take the privacy of Our End Users seriously and are committed to safeguarding their privacy while providing personalized and valuable Services to You.

1.2 Your access to Our Services is conditional upon End User's approval of this Policy and End User's consent to collection, retention and use of the End User Data as per this Policy.

1.3 No Information Collected by Us is rented or sold to any third parties. Transmission of any information via the internet is not completely secure. While We do Our best to protect all Information Collected, particularly Personal Information, We cannot guarantee the complete security of End User Data transmitted to Us by third parties via the internet, telephone or any other networks which are not in Our control.

1.4 In the event You use any of the Products, the treatment and protection of End User Data will be governed by the applicable Product Specific Agreements in addition to this Policy, and in case of any conflict, terms of the applicable Product Specific Agreements will prevail.

2. Information That We Collect

2.1 Traffic Data, Personal Information and such other End User Data as may be collected pursuant to this Policy, together constitute the information collected by Us pursuant to Your use of Services ("**Information Collected**"). End User acknowledges and agrees that Information Collected is necessary for the purpose of providing Services to You.

2.2 "Traffic Data" means any data generated by the End User or End User's computer, computer system, computer program or network that forms a part in a chain of communications indicating the communication's origin, destination, route, format, intent, time, date, size, duration or type of underlying service, which We may automatically track and collect when End User accesses the Services, including:

- a.** IP addresses;
- b.** Domain server details; and
- c.** Other information with respect to End User's device, interaction of End User's device with the Website, Products, Services and other applications.

2.3 "Personal Information" means any information that personally identifies You and/or the End User, and includes:

- a.** Contact data (such as e-mail address, phone number and any extra contact details); and
- b.** Demographic data (such as time zone, postal address and location details).

2.4 If End Users communicate with Us by, for example, e-mail or letter, any information provided in such communication may be collected by Us.

2.5 We may transfer alphanumeric identifiers to the device used to access the Services through the web browser to enable Our systems to recognize the browser, remember information specific to the End User and/or provide certain features of Services ("**Cookies**"). We may place both permanent as well as temporary Cookies in the End User's device, however, such Cookies will not contain any Personal Information. We do not control and are not liable for any Cookies placed by third parties on End User's device.

3. Use of the Information Collected

3.1 The Information Collected is not used in any form or manner other than as is described in this Policy. While We use Our best efforts to protect all Information Collected, this Policy is not intended to restrict Our use of Information Collected and We may use Information Collected in the form and manner specified in Clause 3.2 and Clause 3.3 below ("**Permitted Use**").

3.2 We use the Information Collected in such manner that enables Us to provide Services to the Users in an effective way, including to:

- a.** assist You in accessing or using Products or certain specific features of Services;
- b.** prevent any potentially illegal activity and to screen and prevent undesirable or abusive activity;
- c.** monitor, maintain, troubleshoot and/or improve Our Products and Services and any associated features, including evaluation or devising new features;
- d.** perform statistical and/ or other analysis on Information Collected;
- e.** analyze and measure User behavior and trends; and
- f.** use the Information Collected in such other form and manner which is necessary to maintain the quality and standard of Products and Services.

3.3 While We may collect and store Personal Information in segregated form (such that the Personal Information collected by Us may be identified with the End User from which it was collected), We use the Personal Information in an aggregated form (such that the Personal Information collected by Us may not be identified with the End User from which it was collected), for the following purposes:

- a.** to build up User profiles and marketing profiles;
- b.** to aid strategic development, data collection and analytics;
- c.** to manage Our relationship with advertisers, partners or any third parties; and
- d.** to audit usage of Services.

4. Confidentiality, Disclosure and Transfer

4.1 We use Our best efforts to keep confidential any Information Collected which may be of confidential nature, with the exception of such information which:

- a.** was already known to Us prior to receiving such information from the End User;
- b.** was received from such third party which is not subject to similar confidentiality restrictions;
- c.** is independently developed by Us; and/or
- d.** is required to be disclosed by applicable Law.

4.2 Notwithstanding Clause 4.1, We reserve the right to disclose any Information Collected to any Person if, in Our reasonable opinion, it is:

- a.** required by applicable Law;
- b.** necessary to do so to protect and defend the rights, property or personal safety of Services, Atlan or its officers, directors, employees, consultants, affiliates, or other End Users; or
- c.** necessary to comply with a court order or other legal process, including responding to any claims that violates the rights of third-parties because of Your use of Services;
- d.** a Permitted Use; or
- e.** necessary to enforce the Atlan Web Agreement.

4.3 Subject to Clause 4.2 above, We will keep all the Personal Information private and will not share it with third parties, except that We may transfer the Personal Information to Our affiliates after ensuring that such transferee adheres to the same level of data protection and confidentiality standards that are adhered to by Us.

5. Security

5.1 The security of any Personal Information is important to Us. To protect Personal Information during transmission and upon receipt, We follow generally accepted industry standards, including the International Standard IS/ISO/IEC 27001 on "Information Technology - Security Techniques - Information Security Management System - Requirements".

5.2 Our security practices and procedures are certified and are audited on a regular basis by an independent auditor duly approved by the Government.

5.3 Although We make best possible efforts to transmit and store all the Information Collected in a secure operating environment that is not open to the public, there is no such thing as complete security, and We do not guarantee that there will be no unintended disclosures of any Information Collected.

5.4 If We become aware that any Information Collected has been disclosed in a manner that is not in accordance with this Policy, We will use best efforts to notify the End User of the nature and extent of such disclosure (to the extent We know that information) as soon as reasonably possible and as permitted by Law.

5.5 Pursuant to Services, End User may access links to third party websites or applications. The privacy policies of these third party links are not under Our control. Once the End User leaves Our servers, use of any information provided by the End User will not be governed by this Policy.

6. Changes to this Policy

6.1 We reserve the right to, at any time, add to, change, update, or modify this Policy, so please review it frequently. We will endeavor to inform End Users of any significant changes that may be made, however, End Users are requested to regularly visit and review this Policy, as may be updated from time to time.

7. Your Acceptance and Rights

7.1 End User accepts this Policy by accepting the Atlan Web Agreement and/or Your use of the Services.

7.2 End Users have a legal right to a copy of any Personal Information about such End User held by Us. End Users also have a right to correct any errors in that Personal Information. End Users also have a right to request that We cease to use their Personal Information for direct marketing purposes.

7.3 The End User may approach Surendran Balachandran, Grievance Officer, at hello@atlan.com to address any queries, concerns, discrepancies or grievances with respect to Information Collected or this Policy. We will use Our best efforts to redress the grievances expeditiously, within 1 (one) month from the date of receipt of such grievance.

8. Disclaimer

8.1 WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF A THIRD PARTY, OR FOR ANY UNAUTHORIZED INTERCEPTION OF DATA OR BREACHES OF THIS ATLAN WEB AGREEMENT ATTRIBUTABLE IN FULL OR IN PART TO THE ACTS OR OMISSIONS OF THIRD PARTIES, OR FOR DAMAGES ASSOCIATED THAT RESULT FROM THE OPERATION SYSTEMS, EQUIPMENT, FACILITIES OR SERVICES PROVIDED BY THIRD PARTIES THAT ARE INTERCONNECTED WITH SERVICES.

Last updated: June 28, 2019

Atlan Terms of Use

These terms of use and service (“**Atlan Web Terms of Use**” or “**these Terms**”) along with the Atlan Privacy Policy, together constitute a legally binding agreement (“**Atlan Web Agreement**” or “**this Agreement**”) between the End User and us (“**Atlan**”, “**Our**”, “**We**”, “**Us**”) with respect to Your use of Our Website and Services.

1. Definitions and Interpretation

1.1 For purposes of this Agreement, all the capitalized terms will have meanings assigned below, unless defined within respective Clauses of this Agreement:

a. “Authorized Representative” means a natural Person who approves of and accepts this Agreement on Your behalf (if You are a juristic Person), through his/her official e-mail id or contact number or device, attributable to You.

b. “End User” means You and Your Authorized Representative (if any), as the case may be.

c. “Government” or “**Governmental Authority**” means any statutory authority, Government department, agency, commission, board, tribunal, court, or other entity in India, or abroad, as applicable and authorized to make Laws.

d. “Law” or “**Laws**” means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Governmental Authority, tribunal, board or court, in India or abroad, as applicable.

e. “Person” means any natural person, or a limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, foundation, Government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Laws.

f. “Product Specific Agreements” means such terms of use, privacy policies, agreements and/ or memorandum of understandings as You may agree to, online or offline, with respect to Your use of and access to the Products.

g. “Services” means services provided through the Website, including provision of access to the Website, maintenance of the Website, provision of demo of any Products, and/ or provision of access to any Products through the Website.

h. “User” or “**You**” or “**Your**” means any Person who or which uses and/ or accesses the Services as per Clause 2.3 below.

i. “Website” means the online platform www.atlan.com as provided by Us, from time to time.

1.2 Any reference to the singular includes a reference to the plural and any reference to one gender includes a reference to the other gender(s), unless explicitly provided for.

1.3 Headings are used for convenience only and not for interpretation.

1.4 Use of terms “includes”, “including”, “such as”, and similar terms, will not be deemed to limit what else might be included.

1.5 Use of any Products offered by Us will be subject to Product Specific Agreements (as applicable), in addition to this Agreement, and in case of any conflict, the terms of Product Specific Agreement will prevail.

1.6 If We execute separate written agreements with any User in relation to provision of Products or Services, then, terms of such separate written agreement will prevail in case of any conflict.

2. Approval of this Agreement

2.1 We don't want You to access the Services if You do not understand, approve of and accept each and every term specified in this Agreement.

2.2 You can accept this Agreement only if:

a. You are of the legal age, eligibility and mental capability to form a binding contract, if You are a natural Person;

b. You are lawfully existing and have all the authorizations, permits and allowances to form a binding contract, if You are a juristic Person; and

c. You are not legally barred or restricted from entering into this Agreement or using the Services.

2.3 You approve of and accept this Agreement by accessing any of the Services offered by Us, either Yourself (if You are a natural Person) or through Your Authorized Representative (if You are a juristic Person), including by:

a. accessing and/ or using any of the Products;

b. registering on the Website for accessing and/ or using any of the Products;

c. requesting through the Website for demo of any Product;

d. accessing the Website or any content thereof; and/ or

e. simply viewing, surfing and/ or browsing the Website.

3. Provision of Services by Us

3.1 The purpose of Services is to facilitate provision of data solutions to You through the Website, including facilitating provision of following data tools and services (collectively “**Products**”):

- a. Collect – a data collection tool, access and use of which is subject to the applicable Product Specific Agreement;
- b. Grid – an external data platform, access and use of which is subject to the applicable Product Specific Agreement;
- c. Workflows – a data canvas, access and use of which is subject to the applicable Product Specific Agreement; and
- d. Discovery – a data democratization layer, access and use of which is subject to the applicable Product Specific Agreement.

3.2 In order to provide certain parts of Services We may require You to register on the Website by providing certain information (“**Registrable Services**”). Registrable Services cannot be provided to You unless You register on the Website, either Yourself or through Your Authorized Representative in the form and manner required by Us.

3.3 All information provided by You in order to access the Registrable Services should always be true, accurate, complete and updated as provision of Registrable Services is dependent on the information provided by You.

3.4 Access to certain features, functions, and/or part of Products and/or Services may be subject to payment of a monetary consideration by You. However, You may be provided “trial”, “demo”, “beta” or other limited-functionality or limited-access versions of the Products and/or Services without consideration.

3.5 Subject to applicable Law, We may stop provision of Services, in part or in full, permanently or temporarily, to You or to Users generally or may modify or change the nature of Services without any prior notice to You. Your continued use of Services after such modification will constitute Your deemed acceptance to use the modified Services.

3.6 Provision of certain Products may require You to download one or more software on one or more devices and such software may update automatically on Your device once a new version or feature is made available by Us, unless You adjust Your automatic update settings. Pursuant to the Product Specific Agreements, We may provide You a license to use such software as part of the Products offered by Us.

4. Use of Services by You

4.1 In order to use Services, You will require accessing the Website through internet. We may temporarily cut or restrict Your access to the Services to update the Website and/or for improving Your experience.

4.2 You will use Services only for such purposes as permitted by:

a. this Agreement; and

b. Law, regulation or generally accepted practices or guidelines applicable in the country of which You are a citizen or a resident or from where You access the Services, if You are a natural Person; or

c. Law, regulation or generally accepted industry practices and guidelines applicable in the country where You are registered, maintain Your principle office or from where You access the Services, if You are a juristic Person.

4.3 You will be responsible for maintaining the privacy and confidentiality of Your access details (user ID, password etc.) with respect to Your use of Registrable Services. Any access to or use of Registrable Services from Your registered account (including access or use by Your Authorized Representative) will be deemed as access to or use of Registrable Services by You.

5. Restrictions on Your Use of Services

5.1 You will not use Services for any purpose that is illegal, unlawful or prohibited by this Agreement. Services are provided to You for Your non-commercial and/ or personal use only. Unless authorized by Us in writing, You will not resell or lease the Services.

5.2 You will not access (or attempt to access) the Services, or any part thereof, by any means other than as provided by Us.

5.3 You will not circumvent or disable any digital rights management, usage rules, or other security features of the Website; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Website; and not use Services in any manner that threatens or is likely to threaten the integrity, performance or availability of Services.

5.4 You will not attempt to or engage in any activity that may:

a. reverse engineer, decompile or otherwise extract the source code(s) related to the Website or any part thereof, unless it is required by applicable Law;

b. use any robot, spider, retrieval application, or other device to retrieve or index any portion of the Website;

c. collect content, including information about other Users, in any illegal or unlawful manner for any illegal or unlawful purpose;

d. register on the Website to access Registrable Services or create any online accounts, by automated means or under false or fraudulent pretense for using the Services;

e. transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the Website;

f. use the Website in any manner that can damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the Website, or interfere with any other third party access to and/or enjoyment of the Website or the Services;

g. carry out any denial of service (DoS, DDoS) or any other harmful attacks on the Website or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the Website or any part of the Website or any User;

h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Website; or

i. obtain any materials or information through any means not intentionally made available by Us, through the Website.

5.5 You will not impersonate another Person or impersonate, guide or host on behalf of, or falsely state or otherwise misrepresent Your own affiliation with any Person, including, Our officials, employees, agents, partners, affiliates, dealers and franchisees.

5.6 You will not purchase, use, or access the Services to, directly or indirectly, (i) solicit or attempt to solicit, induce or recruit, engage or in any other way encourage employees or consultants of Atlan, its subsidiaries, divisions, or affiliates to terminate their respective contracts with Atlan and/or engage with You and/or any third party; or (ii) build a competitive product or service or for any other competitive purposes.

5.7 We may establish general practices and limits in relation to Your use of Services, including the maximum number of days that any content will be retained, the maximum size of any or all content files, the maximum disk space that will be allotted to You on Our servers and the maximum number of times (and the maximum duration for which) You may access the Services in a given period of time, and/or any other condition of Service.

6. Intellectual Property Rights

6.1 Subject to applicable Law and Clause 6.2 below, ownership of all intangible and/or intellectual property developed or existing in relation to the Services (including, the source codes in relation to Website, Products, Services or any part thereof) will ab initio rest with Us. Nothing in this Agreement will be construed as granting of any implied licenses by Us and all rights not expressly granted by Us to You are reserved solely by Us.

6.2 Unless agreed to the contrary in writing and subject to applicable Law, You own all Your intangible and/or intellectual property (including, Your trademarks, logos, trade names, domain names and the data You collect). You give Us (including, Our employees, agents, consultants, as the case may be) a worldwide license to use, copy, transmit, host, store, reproduce, modify, create derivative works of, communicate, publish, print, edit, translate, reformat and distribute Your intellectual property for provision of Services to You, for operational purposes and for improving the Services in general.

6.3 Certain underlying technology and/or software used by Us in connection with Website, Products, Services and/or certain content displayed on the Website may contain rights of third parties. For use of any such third party's intellectual property, You may need to get permission from the owner of such intellectual property. All third parties owning any intellectual property have a right to take appropriate actions against You for any violation, infringement or passing off by You.

6.4 We respect the intellectual property rights of all Persons and do not hold any responsibility for any violations of intellectual property rights by You. You will solely be responsible for violation of any Law by You or for any infringement of intellectual property rights caused by Your use of Services.

7. Your Privacy

7.1 Atlan Web Privacy Policy explains what data We collect from the End User ("**End User Data**"), how We treat such End User Data and protect End User's privacy when You use the Services. By using the Services, You and/or the End User agree that We can use the End User Data according to the Atlan Web Privacy Policy.

7.2 You will maintain the confidentiality of passwords associated with any device or online accounts that You use to access Services. You will solely be responsible for all activities that occur with use of Your online account or Your device. If You become aware of any unauthorized use of Your online account or Your device, then You should immediately notify Us as well as the relevant Governmental Authorities.

8. Termination

8.1 You are bound by this Agreement from the time You start using the Services till (i) You stop using or accessing Services or any part thereof; or (ii) We suspend or permanently bar Your access to Services, whichever is earlier.

8.2 You may cease to access the Services in any manner, including by disabling access to Registerable Services, deleting any user accounts that You may have created, stopping to surf/ access the Website, Products and Services.

8.3 We may suspend or terminate Your access to Services or any part of Services, at any time if:

- a.** You breach this Agreement;
- b.** a third party with whom We offer Services to You, has terminated its relationship with Us or with You;
- c.** provision of Services is no longer commercially viable for Us;
- d.** We believe that You are a repeat infringer of Our rights or rights of other Users or any third parties; or
- e.** We are required to do so by applicable Law, Government order or court order.

8.4 Upon termination of this Agreement with You, all the legal rights, obligations and liabilities that You and Us, severally, have benefited from, been subjected to (or which have accrued over time whilst this Agreement has been in force) or which are expressed to continue indefinitely, will be unaffected by this cessation, and will continue to apply to such rights, obligations and liabilities indefinitely.

9. Limitation of Liability

9.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE AND WILL BE PROVIDED "AS IS" AND WE DO NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE WEBSITE, THE SERVICES OR THE PRODUCTS.

9.2 Your use of Services is entirely at Your own risk and We will not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, monetary or any other damages, fees, fines, penalties or liabilities whatsoever arising out of or relating to Your use of Services, unless expressly agreed to the contrary. You will be responsible for any breach of Your obligations and the consequences thereof.

9.3 While We provide You the Services, You may have access to third party links or resources. Since We do not have any control over such links and resources, We are not and will not be responsible for the availability of such external sites or resources, and do not endorse and are not and will not be responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. We will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third party content, goods or services available on or through any such third-party link or resource.

9.4 We will not be liable for any failure or delay in the provision of Services due to reasons beyond Our reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, act of Government or failure of the internet.

9.5 Atlan, its officers, directors, employees, affiliates and agents will not be liable for any acts or omissions attributable in full or in part to You, Your Authorized Representative or any third parties.

10. No Warranty

10.1 We disclaim all warranties in relation to access to or provision of Services, whether express or implied, including but not limited to:

- a.** Services being constantly available or available at all;
- b.** Services being successfully executed in all cases;
- c.** Services being always functional without any disruption, delay or error;
- d.** Your ability to use the Services, directly or indirectly;
- e.** Your satisfaction with the Services;
- f.** accuracy of data provided in the course of Services;
- g.** security and privacy of Your data at all times;
- h.** that all bugs or errors in relation to Services will be fixed or corrected;
- i.** that Services will be compatible with all devices, all networks and all browsers;
- j.** use of Services will be fit for a particular purpose or use; or
- k.** that Services will be accessible in every location at all times.

11. Governing Law and Dispute Resolution

11.1 The Services may be provided through, and the Website may be controlled and operated from and through, any country and may be subject to the Laws of that country. When You access the Services from any location, then, You will be responsible for complying with the local Laws applicable to You.

11.2 This Agreement will be governed by and construed in accordance with the Laws of India. All disputes relating to this Agreement will be settled in the courts located at Delhi, India.

11.3 Any cause of action against Us arising due to Your use of Services will be commenced before expiry of 30 (thirty) days from (a) when such cause of action accrues; or (b) when You become aware of the facts giving rise to the cause of action, whichever is later, else, such cause of action will be permanently barred.

12. Miscellaneous

12.1 Indemnification. You will defend, indemnify and hold Atlan, and Atlan's officers, directors, employees, representatives, consultants, affiliates and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements (including without limitation, reasonable legal fee) that may result from or alleged to result from (a) access to or use of the Services; (b) breach of any Law, rules, regulations and/or orders, as applicable; or (c) breach of any obligation under this Agreement, by You or Your Authorized Representative.

12.2 Notices. We may post notices within the Website or send You notices on the registered e-mail address or the telephone numbers shared by You. You will be deemed to have received such notices, if sent via e-mail, within 24 (twenty-four) hours of Us sending the notice. Your Use of Services after expiry of 3 (three) days from the day a notice was sent, will mean receipt and acceptance of the notice by You.

12.3 Confidentiality. Each of You and Us may be given and have access to confidential and proprietary information of the other pursuant to Services provided. None of You or Us will use any of such confidential information for our own corporate purposes or any other purpose without a prior written consent of the Person owning such information and will use our best efforts to keep confidential and not to disclose to any Person any such confidential and proprietary information, except as required by applicable Law.

12.4 Display Association. We may display and publicize Our association with You and Your use of Our Services in Our collateral and branding materials.

12.5 Relationship. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship between You and Us. You will solely be responsible for the actions and omissions of Your employees, consultants, agents and/or Your Authorized Representative at all times, including his/her compliance with this Agreement.

12.6 Severability. If any provision of this Agreement is determined to be unenforceable then such provision will, to that extent, be deemed deleted and the legality, validity and enforceability of the remaining provisions/ part of the provision will not be affected in any way. Any act of either party, done prior to a provision/part of provision being held unenforceable will be deemed to be valid and binding.

12.7 Waiver. Waiver by any party of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights, will act as a waiver of those rights.

12.8 Third Party Beneficiaries. Unless agreed otherwise, no part of this Agreement will be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

12.9 Assignment. You will not assign or transfer any of Your rights or liabilities under this Agreement to any other Person, however, We may freely assign Our rights and benefits (in full or in part). We may deliver the Services either Ourselves, or, through Our affiliates or any third party.

We reserve the right to modify this Agreement. To review this Agreement, as may be updated from time to time, You may regularly visit the Website.

If You have any questions, You may e-mail Us at hello@atlan.com.

Last Updated: June 28, 2019.