



# PASSWORD RBL

## TERMS OF SERVICE & PRIVACY POLICY

### Purpose

- The purpose of this document is to describe Password RBL's terms and conditions as well as our commitment to customer privacy using clear, easy to understand language as much as possible.

### Definitions

- Password RBL is a Limited-Liability Company based in the state of California in the United States of America.
- For the purpose of this document, Password RBL will be herein referred to as the "company" or "service provider."
- Services provided by Password RBL will be referred to as the "service."
- Customers of the "service provider" will be referred to as "customer" or "subscriber."

### Usage

- Subscription to the service allows a subscriber (a person or business) to utilize the published API and/or software provided by Password RBL in order to query the service from the number of sources described in the subscription package chosen by the subscriber. Additionally, the sum total number of queries from all sources of the customer should not exceed the amount of queries described by the chosen subscription package.
- Misuse of the service, such as but not limited to, Denial of Service attacks, exploit attempts, injection attacks, database farming, etc., will lead to termination of your subscription and potential report of misuse to authorities.
- Source code is available for software provided by Password RBL, but the software is the property of Password RBL. It is not Free Open Source Software. This software is not to be distributed, resold or supplied to third parties or utilized for purposes unintended by the author. If the software is augmented or changed, it is not to be considered a new product and therefore does not grant any additional license or privilege.

## **Cancellation**

- Cancellation of the subscription is allowed at any time, by either party, for any reason. When cancelling service, any previously charged monthly subscription fees will not be refunded including any time remaining in the current month.
- If a subscription term longer than one (1) month was prepaid, the payment for any remaining whole months will be refunded if requested by the subscriber.

## **Payment**

- Subscription fees are billed via invoice in US Dollars (USD) unless otherwise arranged with the Service Provider. Invoicing in alternate currencies may have an impact on available payment methods.
- Invoices are delivered electronically via email unless otherwise arranged.
- Payment is due within 30 days (NET30 terms) of invoice date. A late fee of 10% will be applied to payments received after 30 days. Additional late fees are added every 30 days thereafter.
- Invoice payments can be made in one of the following manners
  - o Credit Card: Credit card payments are processed by Freshbooks/WePay (USD only) or PayPal (international currencies supported). Credit card information is not provided to or retained by Password RBL.
  - o Direct bank-to-bank or wire transfer via ACH/RTN/ABA or BIC/SWIFT for international customers. Monthly invoicing will not be available to customers paying by wire transfer due to higher fees involved in performing wire transfers.
  - o Payment by company check via mail/post.
- Changes to subscription package are allowed at any time, by either party, for any reason. Any such change may result in a change in subscription fee or details.

## **Referral Program**

- Customers can refer new subscribers to Password RBL and receive an account credit.
- The referring subscriber will receive an account credit to match the cost of 1 month of subscription fee, or \$100 (USD), whichever is less.
- The referred subscriber will receive an account credit to match the cost of 1 month of their chosen subscription package, or \$100 (USD), whichever is less.
- Credits to each account will be made after the referred subscriber has past 3 months of continuous subscription, and their account is in good standing (no outstanding/late payments, breach of these Terms of Service, etc.).
- There is currently no limit to the number of referral bonuses that can be obtained by any one customer.

## **Disclaimer / Liability**

- The service provider assumes no liability for subscriber's use of the service or software provided by the service provider.
- It is the responsibility of the subscriber to confirm use of the service is legal in the subscriber's area(s) of operation.

## **Indemnification**

- The service provider shall indemnify and hold harmless subscribers and subscribing organization's personnel from any claims, losses, demands, litigation, expenses and liabilities arising from any third-party assertions that the service provided and/or service provider's intellectual property infringe the intellectual property rights of the third-party.
- Indemnification is limited to the extent arising from a subscriber's direct use of the service or software provided by the service provider, and not any indirect or derivative uses, or other technology used by a subscriber when integrating the service provider's API into the subscriber's systems or software.
- In no event shall the service provider assume any liability for any indirect or punitive damages, such as but not limited to, lost business revenue or anticipated profits. The maximum liability of service provider indemnification claims by a subscriber is limited to the total amount of fees paid to the service provider by such subscriber.

## **Guarantees / Warranty**

- The company provides no guarantee that usage of the service will protect customers from being the target of an attack or prevent an attacker from successfully gaining unauthorized access or similar.
- While the service has an excellent track record of uptime, the company provides no guarantee or service level agreement of service availability, unless otherwise arranged.

## **Content**

- Any and all data, such as but not limited to, cryptographic hashes of passwords, made available by the service provider remains the property of the service provider.
- Any information or data provided to the service provider is the property of the service provider.

## **Privacy Policy**

- The company collects as little information about subscribers as possible.
- The service provider does not record query data or keep historical logs of which subscriber has submitted which cryptographic hash to the service (a “zero-logging” policy).
- The service provider will never attempt to reverse subscriber submissions to obtain plaintext passwords.
- The service provider will never sell or provide any subscriber personal/company data or service utilization information, directly or in aggregate, to any third-party.
- While it has not yet occurred, the company will cooperate with any legitimate law enforcement investigation should it arise, but will resist disclosure of any information without the required court documentation.

## **Notifications**

- The company will notify subscribers if these Terms of Service ever change and provide access to the updated terms.
- The company may send notifications from time to time with information about the service, such as new features or maintenance windows that could impact service availability.
- Email is the preferred method of notification, but any other method, including voice phone calls, may be used at the discretion of the service provider.

## **Changes to Terms**

- The company reserves the right to change the terms of service at any time.

## History of Changes

Current Version	Added Purpose section Updated IP Infringement clause to include indemnification Grammatical, spelling, or format updates that do not change the spirit of the terms
V1.40	Added open-source software clarification Added IP Infringement clause. Grammatical, spelling, or format updates.
V1.30	Added terms for Referral Program
V1.20	Added terms regarding payment options and policies. Added History of Changes section.
v1.12	Add language stating that the provider has a zero-logging policy, and will never attempt to reverse cryptographic hash submissions.
v1.11	Grammatical, spelling, or format updates; no significant changes to terms.
v1.10	Generalize service connectivity allotments to those specified in the subscription package rather than in Terms of Service to avoid unnecessary updates to Terms of Service. Add language to allow changes to subscription package levels at any time by either party. Grammatical, spelling or format updates.
v1.00	Original version