

Making technology work for your business.

Dark Web Monitoring Services Terms and Conditions Updated: November 11, 2025

- 1. This is an agreement between you ("Client") and La Jolla Information Technologies, Inc., a California corporation, dba SpotLink ("SpotLink") for Dark Web Monitoring services.
- 2. SpotLink will resell to you a license to receive Kaduu Dark Web monitoring services as quoted. In compensation for the above, you shall pay any required upfront amount and monthly charges as quoted or offered.
- 3. The Dark Web is a view into potential criminal activity. SpotLink's reporting is on a best-effort and notification basis only. SpotLink cannot and does not assure that the information it provides from Dark Web monitoring is complete, accurate, correct or truthful. You should consider the source in interpreting the information.
- 4. The view into the Dark Web has many databases, as does the Dark Web itself. SpotLink has endeavored to use a service that provides a deep view into the Dark Web. However, SpotLink cannot assure that the information it provides is complete. Other Dark Web monitoring services may report additional or different data. SpotLink is only repackaging data Kaduu provides. As such, SpotLink does not assure that the information it provides about the Dark Web is complete. In fact, by the very nature of the Dark Web, the information SpotLink provides is almost guaranteed to NOT be complete. You should consider that when interpreting the data which SpotLink does provide.
- 5. Due to the limitations above, you agree to hold SpotLink completely harmless of any data or lack of data it provides. You fully and completely indemnify SpotLink of all charges, fees, or other payments if you initiate any claim or charge against SpotLink for said Dark Web monitoring services. Your sole and only recourse, if not happy with the service, is to cancel subscription.
- 6. Kaduu is a Framework service. SpotLink authors scripts, programs, reports, and other means to deliver the information to subscribers. SpotLink retains all rights and ownership of all the middleware it authors.
- 7. The services term shall be Month-to-Month unless other terms are agreed to per the quote or other writings such as email communications.
- 8. These terms are subject to change, which will be posted to this link (https://spotlink.com/legal/darkwebtc.pdf). You accept responsibility for looking for any changes. If you do not agree to any changes, please cancel your subscription. Continuing to use the services constitutes your acceptance of any changes.

- 9. Kaduu may increase or decrease pricing. Hence SpotLink pricing may adjust upward or downward after the current term.
- 10. This agreement is an extension of the Client's existing SpotLink Agreement(s), if any.
- 11. You understand that SpotLink is reselling Kaduu services. As such, SpotLink has no control over the Kaduu side of their services, including SLA, or Kaduu direct support.
- 12. You must give SpotLink 1 month of notice of termination for any Dark web Monitoring subscriptions. You are responsible for any additional charges during the month following notification, which will likely include another additional month of services and any other vendor charges. Dark web Monitoring is not prorated.
- 13. Governing Law, Jurisdiction, Attorneys Fees. This Agreement shall be governed by the laws of the State of California without regard to the principles of conflicts of law. Any legal action or proceeding relating to this Agreement shall be instituted in the state or federal courts of San Diego, California. SpotLink, in any action arising out of this Agreement, shall be allowed to recover reasonable attorneys' fees and costs, as well as all other costs in its defense from client making claim.
- 14. Entire Agreement, Severability. This Agreement, in combination with a superseding signed proposal, constitutes the complete agreement between the parties hereto. In the event any provision in this Agreement is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 15. By using the Dark Web Monitoring Service, You also agree to the following Kaduu terms:

5 YOUR OBLIGATIONS

- **5.1** You and your personnel must:
 - **a** use the Service in accordance with these Terms solely for:
 - i your own internal business purposes; and
 - ii lawful purposes.
- **5.2** When accessing the Service, you and your personnel must:
 - a not impersonate another person or misrepresent authorization to act on behalf of others or us;
 - ${\bf b}$ make sure that any confidential data retrieved from the service is secured and cannot be exploited by unauthorized third parties
 - **c** be aware that you are not permitted to use the logins retrieved from Kaduu to access any system without the prior authorization of the original account owner
 - **d** be aware that we do not actively exploit systems to get access to confidential data and all information displayed in Kaduu is data which is already leaked in the internet or darkweb **e** not attempt to undermine the security or integrity of the Underlying Systems;
 - f not use, or misuse, the Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the Service;
 - g not attempt to view, access or copy any material or data other than:
 - i that which you are authorised to access; and
 - ii to the extent necessary for you to use the Service in accordance with these Terms; and **h** neither use the Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading.