

## Terms and Conditions ("Terms")

Last updated: May 1, 2017

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using any feature on the website [www.atomengineers.com](http://www.atomengineers.com) (the "Service") operated by Atom Engineering, PLLC ("us", "we", or "our"). Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

### Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Atom Engineering, PLLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Atom Engineering, PLLC customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Atom Engineering, PLLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Atom Engineering, PLLC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Atom Engineering, PLLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### Fee Changes

Atom Engineering, PLLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Atom Engineering, PLLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

### Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service.

Atom Engineering, PLLC does not have access to the content provided by users.

Upon account cancellation by user, any content created by the user is held within Atom Engineering, PLLC databases for up to six (6) months for later access upon re-subscription by user.

### **Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

### **Intellectual Property**

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Atom Engineering, PLLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Atom Engineering, PLLC. User shall not reverse engineer, copy, disassemble, decompile or otherwise attempt to reconstruct any embodiments of the software.

### **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Atom Engineering, PLLC.

Atom Engineering, PLLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Atom Engineering, PLLC shall 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 content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

### **Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Upon account cancellation by user, any content created by the user is held within Atom Engineering, PLLC databases for up to six (6) months for later access upon re-subscription by user.

### **Indemnification**

You agree to defend, indemnify and hold harmless Atom Engineering, PLLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

**Limitation Of Liability**

In no event shall Atom Engineering, PLLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

**Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Atom Engineering, PLLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

**Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

**Governing Law**

These Terms shall be governed and construed in accordance with the laws of North Carolina, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

**Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

**Contact Us**

If you have any questions about these Terms, please contact us.

## Privacy Policy

Last updated: May 1, 2017

Atom Engineering, PLLC ("us", "we", or "our") operates the website [www.atomengineers.com](http://www.atomengineers.com) (the "Service").

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service.

We will not use or share your information with anyone except as described in this Privacy Policy.

We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

### Information Collection And Use

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name, phone number, postal address, other information ("Personal Information"). Additionally, we collect information about your company, facility information, and usage of the application. With regards to the facility information, we have access only to the general information provided such as amperage ratings, voltage classes, and quantities. We do not have access nor do we collect proprietary information such as equipment unique identifiers, photos, schedules, or other documents uploaded to our servers.

### Information We Share

We may share non-personally identifiable, general facility information with our affiliates or other trusted businesses for the purposes of data analytics, mapping, or general industry intelligence. For example, the data collected may be used to show quantity of 480V electrical services within a certain state or region. We do not share proprietary information such as equipment unique identifiers, photos, schedules, or other facility-specific documents uploaded to our servers.

### Log Data

When you access the Service by or through a mobile device, we may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use and other statistics ("Log Data").

### Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provide information on how to accept cookies, disable cookies or to notify you when receiving a new cookie.

If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

### Do Not Track Disclosure

We support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

### **Service Providers**

We may employ third-party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services and/or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.

### **Business Transaction**

If Atom Engineering, PLLC is involved in a merger, acquisition or asset sale, your Personal Information may be transferred as a business asset. In such cases, we will provide notice before your Personal Information is transferred and/or becomes subject to a different Privacy Policy.

### **Security**

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure. We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems. We restrict access of personal information to Atom Engineering, PLLC employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

However, please be aware that no method of transmission over the internet, or method of electronic storage is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you.

### **International Transfer**

Your information, including Personal Information, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the information, including Personal Information, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

### **Links To Other Sites**

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third-party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

### **Children's Privacy**

Only persons age 18 or older have permission to access our Service. Our Service does not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you learn that your Children have provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from a children under age 13 without verification of parental consent, we take steps to remove that information from our servers.

### **Changes To This Privacy Policy**

This Privacy Policy is effective as of May 01, 2017 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

**Contact Us**

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