

DataTaper

User Agreement (Terms of Service)

IGDB Solutions Private Limited · datataper.com

Regd. Office: 421, Kamaxi Kunj, Beside D-Mart, Chhani Road, Vadodara, Gujarat 390002, India

Version 1.0 · Effective 11 August 2026

Key Operational Disclosures (please read):

- **Your own API keys (BYO):** lookups run *directly from your device to the provider*. We do **not** receive or store the result data — only a usage count for billing.
- **DataTaper-provided (metered) lookups:** requests are proxied through our servers and results may be **cached for up to 120 days** to avoid duplicate provider calls.
- **Free / browser-based scraping** (free-plan Search and LinkedIn discovery) runs from **your own device and IP address** and may lead to **CAPTCHAs or IP blocks**.
- **Premium Search** is performed through the **Serper API on our servers** — your IP address is **not** exposed for these searches.
- **The URL Scanner** fetches target pages **directly from your own IP address**.

1. Introduction and Acceptance

DataTaper is owned and operated by **IGDB Solutions Private Limited**, a private limited company registered in India, with its registered office at 421, Kamaxi Kunj, Beside D-Mart, Chhani Road, Vadodara, Gujarat 390002, India.

This User Agreement (the "**Agreement**") is a legally binding contract between you (the "**User**", "**you**") and IGDB Solutions Private Limited ("**IGDB Solutions Private Limited**", "**we**", "**us**", "**our**"), the owner and operator of the DataTaper software application and related online services (collectively, the "**Services**").

By downloading, installing, activating a licence key for, or otherwise using DataTaper, you acknowledge that you have read, understood, and agree to be bound by this Agreement. **If you do not agree, do not install or use the Services.** If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity.

2. Definitions

- **Account / Licence Key** — the credentials that activate and identify your installation of DataTaper.
- **Services** — the DataTaper desktop application and its features, including the LinkedIn Finder, Search, Contact Finder, Email Verifier, and URL Scanner, together with our hosted licensing, billing, and proxy infrastructure.
- **Provider** — a third-party B2B prospecting, data-enrichment, verification, or search vendor whose results the Services surface, including (without limitation) SalesQL, Lusha, Apollo, Serper, and MyEmailVerifier.

- **Metered (DataTaper-provided) Service** — a lookup performed through our servers using our commercial arrangement with a Provider, billed to your Credit balance.
- **BYO Key (Bring Your Own Key)** — your own API key for a Provider, configured in the Services so that lookups are made directly between your device and that Provider.
- **Credits / Credit Packs** — the prepaid or plan-allocated units consumed by Metered Services and certain features.
- **Scraping Features** — features that obtain publicly available information via automated browser-based retrieval from search engines or websites.
- **Protected Persons** — IGDB Solutions Private Limited, its affiliates, and each of their respective founders, directors, officers, partners, employees, contractors, agents, shareholders, and investors.

3. Eligibility and Accounts

- The Services are intended for **business and professional use only** and for Users who are at least the age of majority in their jurisdiction.
- You agree to provide accurate account and billing information and to keep it current.
- Each licence is **locked to a single active device**. You are responsible for all activity under your Licence Key and for keeping it confidential. Sharing, reselling, or transferring a Licence Key is prohibited.

4. Licence Grant and Restrictions

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, revocable licence to install and use DataTaper for your internal business purposes. You must not, and must not permit others to:

- copy, resell, sublicense, rent, or redistribute the Services or your Licence Key;
- reverse-engineer, decompile, or attempt to derive source code, except to the extent this restriction is prohibited by law;
- circumvent, disable, or tamper with Credit limits, device locking, billing, or any security or usage-metering mechanism;
- use the Services to build a competing product or to scrape or resell the Services themselves.

5. Plans, Credits, and Billing

- DataTaper is offered on a **Free** plan (permanent, credit-gated), a **Pro** plan, and an **Enterprise** plan (available by contacting sales).
- Features consume **Credits** according to per-service allowances. Plan allowances reset on your billing cycle; separately purchased **Credit Packs** persist until used.
- Where you use **BYO Keys**, certain actions may accrue a small **per-action fee** to a running monthly bill, which must be settled to continue using those actions. Fees and allowances are as displayed in the Services or on datataper.com and may change on reasonable notice.
- You are responsible for all applicable taxes. **Credits and Credit Packs are non-refundable** except where required by law (see Section 15).

6. Data Handling and Privacy

We handle lookup data differently depending on how a lookup is performed. We describe both paths truthfully so you can choose accordingly.

6.1 Lookups using your own API key (BYO)

When you configure a **BYO Key**, the request is made **directly between your device and the relevant Provider**. In this mode:

- we do **not** receive, process, or store the *content* of the lookup or its results;
- we record only a **usage count** (the number of actions performed) for the purpose of billing any applicable per-action fee;
- your use of that Provider is governed by your own agreement with the Provider.

6.2 DataTaper-provided (Metered) lookups

When you use a Metered Service, the request is **proxied through our servers**, which call the Provider on your behalf. In this mode:

- the request and its result pass through our infrastructure, and results **may be cached for up to 120 days** to avoid making a duplicate, chargeable Provider call for an identical request;
- cached and recorded lookups may be visible to our administrators for support, billing, quality, and abuse-prevention purposes;
- you are billed the applicable Credit cost for the lookup whether it is served fresh from the Provider or from our cache.

6.3 Information we store in all cases

Regardless of the lookup path, we store your account and licence details, device-binding information, your usage and Credit ledger, and billing records, as necessary to operate the Services.

6.4 Files you process locally

Input files you provide to the Scraping Features (for example, CSV lists of names or URLs) are processed **on your device**. For Metered lookups, only the specific lookup key required for that request (such as a LinkedIn profile URL, an email address, or a search query) is transmitted to our servers.

7. Scraping Features and IP Address Usage

Some features obtain publicly available information through automated retrieval. Because of how these features work, they can involve **your own network / IP address**. You acknowledge and accept the following.

7.1 Premium Search (via Serper) — your IP is not exposed

Premium (Metered) Search is performed through the **Serper API on our servers**. For these searches, your own IP address is **not** used to contact the search engine, and your network is not exposed to search-engine rate-limiting or blocking.

7.2 Free / browser-based Search and LinkedIn discovery — your IP is used

Free-plan Search, the free "use free methods" fallback, and browser-based LinkedIn profile discovery operate by automating a web browser **on your own device, using your own IP address**. As a result:

- search engines and websites (including Google and LinkedIn) may present **CAPTCHA challenges**, apply **rate limits**, or impose **temporary or permanent IP blocks** on your network;
- these features may require **human interaction** (for example, solving a CAPTCHA) and are **not guaranteed to run fully unattended**;

- you accept these risks, and IGDB Solutions Private Limited is **not responsible** for any throttling, blocking, or other consequence affecting your IP address or network arising from your use of these features.

7.3 URL Scanner — your IP is used

The **URL Scanner** retrieves the target web pages you ask it to scan **directly from your own device and IP address**. Scanning therefore exposes your IP address to the target websites, and those sites may throttle or block your requests.

7.4 Your responsibility for third-party terms

You are solely responsible for ensuring that your use of the Scraping Features complies with the terms of service, acceptable-use policies, and applicable laws of any website or search engine you access (including, without limitation, LinkedIn's User Agreement and any robots restrictions).

8. Acceptable Use

You decide what you search for and what you do with the results. You are solely responsible for ensuring that your searches, and your use of any data you obtain through the Services, comply with the laws that apply to you, including data-protection, privacy, anti-spam, and electronic-marketing law in your own jurisdiction and in the jurisdiction of any individual to whom the data relates. Where your intended use requires a lawful basis, a notice, a consent, or a registration, obtaining and maintaining it is your responsibility.

You agree not to use the Services to:

- violate any applicable law or regulation, or any third party's rights;
- send unsolicited bulk communications or otherwise violate anti-spam and electronic-marketing laws (such as GDPR, CAN-SPAM, or India's DPDP Act, as applicable);
- collect, process, or use personal data without a valid lawful basis, or for harassment, discrimination, or any unlawful purpose;
- obtain data you are not permitted to access, or bypass a website's access controls.

Use of the Services that does not comply with this Section, or that is otherwise unlawful, is a material breach of this Agreement and may result in suspension or termination under Section 14.

9. Data Sources, Providers, and BYO Keys

The contact and company data surfaced by the Services originates from independent third-party B2B prospecting and data-enrichment Providers and from publicly accessible sources. The Services operate as an interface to those Providers. We do not originate or compile that data, we do not independently verify it, and we give no warranty as to it (see Section 10). As between you and us, responsibility for the collection practices, provenance, lawfulness, and accuracy of the source data rests with the Provider that supplies it, and that Provider's own terms and notices apply to the data it makes available.

Provider coverage, availability, pricing, and terms are outside our control and may change. When you use a BYO Key, your relationship with that Provider, including its pricing, rate limits, and terms, is solely between you and the Provider, and you are responsible for compliance with it.

10. No Warranty; Accuracy Disclaimer

The Services and all data are provided **"as is" and "as available"** without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or

non-infringement. Because the data is supplied by Providers and by publicly accessible sources rather than created by us, neither we nor any other Protected Person warrants that any email address, enrichment result, or search result is accurate, current, complete, deliverable, or suitable for the use you intend to make of it, or that Scraping Features will succeed, as these depend on third parties and on factors outside our control. You are responsible for satisfying yourself that data you obtain through the Services is appropriate and lawful for your intended use.

This Section applies to the maximum extent permitted by applicable law and does not affect any warranty or other right that cannot lawfully be excluded.

11. Limitation of Liability

To the maximum extent permitted by applicable law, no Protected Person shall be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, data, goodwill, or business, arising out of or relating to the Services. Without limiting the foregoing, the Protected Persons are not liable for **IP-address blocking or throttling**, for **suspension or banning of your accounts on third-party platforms**, or for the **accuracy, provenance, or lawfulness of data supplied by a Provider or obtained from a publicly accessible source**. The aggregate liability of the Protected Persons, taken together, arising out of or relating to this Agreement shall not exceed the total fees you paid to us for the Services in the **three (3) months** preceding the event giving rise to the claim.

Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited, including liability for fraud or fraudulent misrepresentation and liability for death or personal injury caused by negligence. Where applicable law does not permit an exclusion or limitation set out in this Section, that exclusion or limitation applies only so far as that law allows, and the remainder of this Section continues in effect.

12. Indemnification

You agree to indemnify, defend, and hold harmless the Protected Persons from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or connected with: (a) your use or misuse of the Services; (b) your violation of this Agreement or of any law; (c) your violation of any third party's terms or rights; or (d) your collection, storage, or use of any data obtained through the Services. This indemnity applies to the maximum extent permitted by applicable law.

13. Data-Protection Responsibility

As between the parties, **you are the data controller** for any personal data you collect, enrich, verify, or otherwise process using the Services. You determine which individuals and organizations you search for, the purposes for which you process the results, and how long you keep them.

You are responsible for establishing a lawful basis for processing, for giving any notice owed to data subjects, for honoring data-subject rights and opt-out requests, and for complying with all applicable data-protection and privacy laws, both in your own jurisdiction and in the jurisdiction of any individual whose data you process. Processing that does not comply with those laws is a breach of this Agreement (see Section 8).

14. Suspension and Termination

We may suspend or terminate your access to the Services, with or without notice, for breach of this Agreement, non-payment, suspected abuse, or where required by law. You may stop using the Services at any time. Upon termination, your right to use the Services ends; provisions that by their nature should survive (including Sections on data handling, disclaimers, liability, indemnification, and governing law) will survive.

15. Refunds

Except where required by applicable law, **Credits, Credit Packs, and plan fees are non-refundable**, including for unused Credits or where a Provider returns no result for a chargeable lookup. Nothing in this Agreement limits any non-waivable statutory rights you may have.

16. Software Updates and Changes to this Agreement

DataTaper may **update itself automatically** to deliver fixes and improvements. We may revise this Agreement from time to time; the "Effective" date above reflects the latest version, and material changes will be notified through the Services or our website. **Your continued use of the Services after a change takes effect constitutes acceptance** of the revised Agreement.

17. Intellectual Property

The Services, including the DataTaper software, its user interface, branding, and all related intellectual property, are and remain the exclusive property of IGDB Solutions Private Limited and its licensors. No rights are granted except the limited licence expressly set out in this Agreement.

18. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the **laws of India**, without regard to conflict-of-laws principles. The courts located in Vadodara, India shall have **exclusive jurisdiction** over any dispute arising out of or relating to this Agreement, subject to any non-waivable rights you may have under your local law.

19. Contact

The Services are provided by IGDB Solutions Private Limited, the owner and operator of DataTaper. Questions about this Agreement may be sent to:

- IGDB Solutions Private Limited — Regd. Office: 421, Kamaxi Kunj, Beside D-Mart, Chhani Road, Vadodara, Gujarat 390002, India
- Support: support@datataper.com · Legal: legal@datataper.com
- Web: datataper.com · App: workspace.datataper.com

20. Acceptance

By installing, activating, or continuing to use DataTaper, you acknowledge that you have read and agree to this User Agreement.

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