

FLARE - TERMS OF USE FOR PERSONAL USE

Version 1.0

Latest Update: 19.02.2026

These Terms of Use (the “**Terms**”) are a legally binding agreement between you and Flare Systems, Inc., with a registered address at 1751 Rue Richardson, Montréal, Québec, H3K 1G6, Canada (“**Flare**”), governing your access to and use of the Service.

These Terms enter into force when you accept them, including by accessing or using the Service for the first time, and remain in effect for as long as you use the Service.

If you no longer wish to use the Service, you may request deletion of your account through the Service, through the organization that provided you access (if applicable, the “**Licensed Org**”), or by contacting us at legal@flare.io.

If you do not agree to these Terms, you must not use the Service.

1. DEFINITIONS

For the purposes of these Terms:

- “**Access Term**” means the period during which you are permitted to access and use the Service, including any period during which a Licensed Org makes the Service available to you.
- “**Context Data**” means risk scores, exposure indicators, recommendations, summaries, or other system-generated outputs provided through the Service to help contextualize information relating to identifiers you monitor.
- “**Licensed Org**” means an organization that has purchased subscriptions or access to the Service and makes it available to you.
- “**Magic Link**” means a secure login link sent to your email address to authenticate your access to the Service.
- “**Portal**” means the online application or authenticated environment made available by Flare through which you access the Service.
- “**Public Data**” means information that originates from third-party or publicly accessible sources and is displayed through the Service in connection with identifiers you monitor. Public Data may include information obtained from websites, breach datasets, forums, online marketplaces, or other external sources. Public Data is not created by Flare and remains subject to the rights and responsibilities applicable to its original source.
- “**Service**” means the Portal and related features, functionalities, and tools made available by Flare under these Terms.
- “**User Content**” means information that you directly submit, upload, input, or provide to the Service, including email addresses and other identifiers that you choose to monitor. User Content does not include Public Data, Context Data, or aggregated, anonymized, or system-generated information created by or on behalf of Flare in connection with operating the Service.

2. ACCESSING AND USING THE SERVICE

2.1. Eligibility

You must be at least the age of majority in your jurisdiction of residence to use the Service. The Service is not intended for minors. By accessing or using the Service, you represent that you meet this requirement.

2.2. Magic Link Authentication

Access to the Service is provided through passwordless authentication using a Magic Link sent to your email address.

Because access is tied to your email account:

- You are responsible for maintaining control and security of your email account.
- Any person who gains access to your email account may be able to access the Service using a Magic Link.
- Flare is not responsible for unauthorized access to the Service resulting from a compromise of your email account.

If you become aware of unauthorized access to your account, you must notify us promptly at legal@flare.io.

Your account is personal to you and may not be shared, transferred, or used by any other person.

2.3. Additional Email Address for Monitoring

The Service may allow you to add email addresses to be monitored for breach or exposure information. You may only add email addresses that belong to you, including personal email addresses and work-related or corporate email addresses assigned to you.

If you add a work-related or corporate email address assigned to you, you represent that your use of the Service in connection with that email address is permitted under any applicable employment agreement, workplace policy, or other contractual obligation.

You must not add email addresses belonging to other identifiable individuals (including colleagues, employees, relatives, or other third parties) unless you have clear legal authority to do so and, where required by applicable law, have obtained all necessary consents.

You are responsible for ensuring that your use of the monitoring features complies with applicable privacy, employment, and data protection laws. Flare may remove or disable monitoring of any email address where we reasonably believe it has been added without proper authorization.

2.4. Access Provided by a Licensed Organization

If you have been granted access to the Service through a Licensed Org that has purchased subscriptions or seats, the following applies:

- The Licensed Org determines how subscriptions or seats are allocated and managed.
- The Licensed Org may suspend or terminate your access in accordance with its policies.
- Flare is not responsible for decisions made by the Licensed Org regarding your access.

Unless you expressly consent to make your User Content available to the Licensed Org, your User Content is not available to the Licensed Org.

3. SCORING AND RECOMMENDATIONS

3.1. Nature of Context Data

Context Data is generated using automated processes, including algorithmic analysis of available data sources. It is intended to provide general informational insights regarding potential exposure or security risks associated with the email addresses you monitor.

Context Data is based on information available at the time it is generated, including Public Data. It may rely on third-party information that Flare does not independently verify in all cases. Context Data may change over time as new information becomes available or as our methodologies evolve, and it may be incomplete, outdated, or inaccurate.

3.2. Informational Purposes Only

Context Data is provided for informational purposes only. It does not constitute legal, cybersecurity, financial, or other professional advice.

Risk scores, exposure indicators, and recommendations are not guarantees of current compromise, future risk, or overall security posture. They are not intended to be used as the sole basis for protecting your online presence, securing your accounts, or making legal, employment, financial, or other significant decisions.

You remain responsible for evaluating your own security practices and determining what actions, if any, are appropriate in your circumstances.

3.3. No Guarantee of Detection or Prevention

The Service does not guarantee that all breaches, data exposures, or security incidents affecting you will be identified, detected, or reported. The absence of an alert, score change, or recommendation does not mean that no exposure or risk exists.

Flare does not monitor all possible online or offline sources where information may be disclosed or traded. Certain data exposures may occur in private channels, closed groups, or non-public environments that are not accessible to the Service.

The Service is intended to provide visibility into potential exposure and should be used as a supplementary informational tool. It is not a substitute for comprehensive cybersecurity practices or professional security monitoring.

3.4 Automated Processing

Risk scores and recommendations may be generated through automated processing. They are provided directly to you as user-facing informational tools and are not intended to produce legal or similarly significant effects. For more information on how personal data is processed in connection with scoring and recommendations, please refer to our Personal Use Privacy Notice available in our [Trust Center](#).

4. USER CONTENT AND PUBLIC DATA

As between you and Flare, you retain any rights you have in your User Content. You grant us a limited, non-exclusive, worldwide license to use, process, store, reproduce and display your User Content solely to provide and operate the Service (including to generate Context Data), maintain, secure and improve the Service, comply with our legal obligations, or with your instructions.

The Service may display Public Data in connection with the identifiers you monitor.

Public Data originates from third-party or publicly accessible sources outside of Flare's control. Flare does not create the underlying Public Data and does not assume responsibility for its original publication.

Public Data:

- May be inaccurate, incomplete, outdated, or misleading;
- May contain references to third parties;
- May have been published without your knowledge or consent; and
- Remains subject to the rights, responsibilities, and terms applicable to its original source.

Flare may process, index, store, or display Public Data as part of operating the Service. However, Flare does not determine the original content of Public Data and does not represent that it has verified or validated all such information.

If you believe Public Data displayed through the Service is inaccurate or unlawful, you may need to contact the original publisher or source directly. Display of Public Data through the Service does not constitute endorsement, adoption, or independent republication of that content by Flare.

Public Data is not produced nor generated by Flare. Public Data may relate to individuals other than you. The Service displays (including by annexing in the Portal) such information solely in connection with identifiers you choose to monitor and for informational purposes. You agree not to use User Content or Public Data to harass, defame, intimidate, discriminate against, or otherwise harm any individual or entity.

5. ACCEPTABLE USE

You agree to use the Service in a lawful and responsible manner. You may not:

- Use the Service for any unlawful, fraudulent, harmful, or misleading purpose, including in violation of applicable privacy, data protection, or employment laws.
- Monitor email addresses or identifiers that you are not authorized to monitor.
- Share, publish, sell, or otherwise disclose information obtained through the Service to third parties for improper or commercial purposes.
- Use information obtained through the Service to target, harass, impersonate, or attempt to gain unauthorized access to any individual, account, system, or network.
- Copy, reproduce, scrape, or otherwise extract data from the Service beyond its intended use.
- Attempt to interfere with, disrupt, bypass security measures of, or gain unauthorized access to the Service or its underlying systems.

- Reverse engineer, decompile, or attempt to discover the source code or underlying algorithms of the Service.

If you violate this Section, we may suspend or terminate your access in accordance with Section 9.

6. IP RIGHTS

The Service, including the Portal, underlying software, algorithms, scoring methodologies, design elements, and all related technology, are owned by Flare or its licensors and are protected by applicable intellectual property laws.

Except for the limited right to access and use the Service in accordance with these Terms, no rights are granted to you in or to the Service. You may not copy, modify, distribute, create derivative works from, publicly display, or otherwise exploit any part of the Service without Flare's prior written consent.

The name "Flare," the Flare logo, and any related names, logos, or product names are trademarks of Flare or its affiliates. You may not use our trademarks without our prior written permission.

If you choose to provide suggestions, comments, or feedback regarding the Service ("**Feedback**"), you grant Flare a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate such Feedback into the Service without compensation to you.

7. DISCLAIMERS

This section does not apply to consumers in the province of Quebec, Canada.

To the maximum extent permitted by applicable law, the Service is provided on an "as is" and "as available" basis.

Flare does not guarantee that the Service will be uninterrupted, error-free, secure, or free from defects. The availability and functionality of the Service may vary over time.

Except as expressly set out in these Terms, Flare does not make any additional representations or warranties, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

The Service, including Context Data and Public Data, is provided for informational purposes only. Flare does not guarantee the accuracy, completeness, or reliability of information displayed through the Service.

Nothing in these Terms excludes or limits any rights or remedies that you may have under applicable consumer protection laws that cannot be lawfully excluded.

8. LIMITATION OF LIABILITY

This section does not apply to consumers in the province of Quebec, Canada.

To the extent permitted by applicable law, Flare's total liability to you for any claims arising out of or relating to the Service or these Terms shall not exceed the greater of:

- the amount you paid, if any, to use the Service in the twelve (12) months preceding the event giving rise to the claim; or

- one hundred Canadian dollars (CAD \$100), or the equivalent in your local currency.

To the extent permitted by applicable law, Flare will not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of profits, loss of data, loss of goodwill, or business interruption, even if advised of the possibility of such damages.

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence.

9. SUSPENSION; TERMINATION

Subject to any agreement between Flare and a Licensed Org, Flare may suspend or restrict your access to the Service if we reasonably believe that:

- You are violating these Terms;
- Your use of the Service poses a security risk to the Service, other users, or third parties;
- Suspension is necessary to comply with applicable law, regulation, or a request from a competent authority; or
- Your use may cause harm to Flare or others.

Where reasonably practicable, we will provide notice of suspension. In certain circumstances, suspension may be immediate.

You may terminate these Terms at any time by ceasing to use the Service and requesting deletion of your account.

If you access the Service through a Licensed Org, your access may terminate automatically if the Licensed Org terminates its agreement with Flare or removes your access. Flare is not responsible for decisions made by a Licensed Org regarding your access.

Subject to any agreement between Flare and a Licensed Org and applicable laws, Flare may discontinue the Service or any part of it at any time. Suspension or termination of your access does not entitle you to compensation, except as required under applicable law.

Provisions that by their nature should survive termination will survive, including limitations of liability and intellectual property provisions.

10. MODIFICATIONS

Flare may update or modify these Terms from time to time to reflect changes to the Service, applicable laws, or our business practices.

If we make material changes to these Terms, we will make reasonable efforts to provide advance notice, such as by updating the “Last Updated” date above and, where appropriate, providing notice through the Service or by email.

Unless otherwise stated, updated Terms will become effective on the date indicated in the revised version.

If you do not agree to the modified Terms, you must stop using the Service and may request deletion of your account. Your continued use of the Service after the effective date of the updated Terms constitutes acceptance of those changes, except where prohibited by applicable law.

Nothing in this Section limits any rights you may have under applicable consumer protection laws.

11. GOVERNING LAWS AND JURISDICTION

11.1 Quebec Consumers

If you are a consumer residing in the province of Quebec, these Terms are governed by the laws of the Province of Quebec and the applicable federal laws of Canada. You may bring proceedings before the courts of Quebec. Nothing in these Terms limits rights granted under Quebec consumer protection law.

11.2. Governing Law (All other Users)

Except as otherwise required by applicable law, these Terms are governed by the laws of the Province of Ontario and the applicable federal laws of Canada, without regard to conflict of laws principles.

Subject to mandatory consumer protection laws, disputes arising out of or relating to these Terms or the Service shall be brought before the courts located in Toronto, Ontario, Canada which shall have non-exclusive jurisdiction.

Nothing in these Terms deprives you of mandatory consumer protections afforded to you under the laws of your country or province of residence. If you are a consumer residing in the European Union, United Kingdom, Switzerland, Norway, or Iceland, you may bring proceedings in your country of residence where required by applicable law.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

12. ADDITIONAL TERMS

12.1. General Terms

- These Terms constitute the entire agreement between you and Flare regarding your access to and use of the Service and supersede any prior agreements or understandings relating to the subject matter.
- If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by applicable law, and the remaining provisions will remain in full force and effect.
- Failure by Flare to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision.
- Flare may assign these Terms without restriction. You may not assign or transfer these Terms without Flare's prior written consent.

12.2. European Union and UK Consumer Notice

If you are a consumer in the European Union or the United Kingdom, you may have the right to refer disputes to an alternative dispute resolution body in your country of residence. Flare is not obliged and

does not commit to participating in alternative dispute resolution proceedings before a consumer arbitration board, unless required by applicable law.

12.3. Quebec Language Notice

If you are a consumer residing in the province of Quebec, a French version of these Terms is available in our [Trust Center](#). You confirm that you have been presented with the French version and have expressly chosen to enter into these Terms in English.