

## Industry Examples of Terms & Privacy

**BuiltWith (Australia)** – BuiltWith’s [Terms of Use](#) (updated Jan 2025) is very detailed. It governs use of the site and data, ownership of IP, account rules, payments, cancellations, and liability. For example, it forbids republication or resale of data (except as allowed for paying customers) <sup>1</sup>, requires valid user registration <sup>2</sup>, and limits liability as much as Australian law allows <sup>3</sup>. Payment sections note that subscriptions auto-renew until cancelled by the user <sup>4</sup>; users “may cancel at any time” but are responsible for doing so <sup>5</sup>. It also states there are **no “change-of-mind” refunds** <sup>6</sup> (only faults are protected by Australian consumer law). BuiltWith explicitly bans using its data for spam or mass marketing <sup>7</sup> and warns that spammers are legally liable for any harm. Its Terms end with Australian jurisdiction (courts of Australia) and even a “no US presence” clause <sup>8</sup>.

BuiltWith’s [Privacy Policy](#) (Oct 2024) explains that *directly* they collect only minimal user data – essentially your **email** (plus address if invoicing) for account login and notifications <sup>9</sup>. It uses cookies for login sessions and anti-bot measures <sup>10</sup>, and lists third-party processors (Mailgun, Stripe, etc.) for email and payment <sup>11</sup>. Importantly, as a B2B data provider it explicitly excludes personal data of EU/California individuals from its data <sup>12</sup>. A separate “Third Party Data Provider” section of its Privacy Policy confirms it only collects publicly-available business info (tech stacks, contact info from websites, etc.) <sup>12</sup>. It offers website owners a “public data removal” link if they wish <sup>13</sup>.

**Wappalyzer (Australia)** – Wappalyzer’s [Terms of Service](#) similarly restrict use of its site and data. It prohibits users from copying, selling or reselling the technology data <sup>14</sup> and from using contact data for spam <sup>15</sup>. Users must provide accurate personal info when registering <sup>16</sup>. API usage is limited to official methods and subject to rate limits <sup>15</sup>. Subscription fees are recurring; you “may cancel at any time” and are responsible for cancellation <sup>17</sup>. Like BuiltWith, Wappalyzer does **not provide refunds for change-of-mind**, only offering recourse under Australian Consumer Law for faulty service <sup>18</sup>. Its Terms also grant Wappalyzer permission to use your company name/logo in marketing <sup>19</sup>, and disclaim all warranties with broad limitation of liability <sup>20</sup>. Notably, Wappalyzer adds “To comply with Spam Act 2003, we do not supply contact details to customers in Australia” <sup>21</sup>. Wappalyzer’s [Privacy Policy](#) is concise: it logs basic data (IP, browser type) and requires email/password for account setup <sup>22</sup>. It explicitly **does not track browser behavior** beyond this. It details its browser-extension: the extension sends anonymized site visits and tech data to Wappalyzer’s servers, which “may be sold to or shared with third parties” <sup>23</sup>. Its Gmail add-on and Google login features likewise only use minimal personal data (email addresses) to enable functionality <sup>24</sup> <sup>25</sup>.

**Store Leads (Canada)** – Store Leads’s [Terms and Conditions](#) begin with a standard license: users may access the data via the site and API but **must not copy, modify, republish, or resell** it without permission <sup>26</sup>. Undocumented access (scraping) is prohibited; all automated access must go through their official API <sup>27</sup>. The Terms explicitly forbid using the data for spam: “you agree not to send commercial electronic messages in bulk” <sup>28</sup>. Paid plans can be cancelled anytime <sup>29</sup>, but refunds are limited: if you “forgot to cancel” they may consider a refund only if *no data has been exported* since the last payment <sup>30</sup>. Once data is used (exported via API or report), **no refund** is allowed <sup>31</sup>. Shared access rules are strict: only employees/contractors of the paying company may use the account <sup>32</sup>, and each person needs a separate seat <sup>33</sup>. Violation of any restrictions (e.g. re-selling data) terminates the license and voids any refund <sup>34</sup>. Store Leads disclaims liability and warranties “as is” <sup>35</sup>. These Terms are governed by British Columbia, Canada law with disputes in BC courts <sup>36</sup>.

Store Leads's [Privacy Policy](#) has two parts. As **Data Controller**, it mainly collects *your email address* (and billing details for invoicing) for account access and email communication <sup>37</sup>. It shares this with Mailgun (for emails) and Stripe (for payments) <sup>38</sup> and will comply with law enforcement or subpoena requests if required <sup>39</sup>. Indirectly it logs your IP (for security/analytics) and uses Google Analytics <sup>40</sup>. It sets cookies for login sessions, and warns that disabling cookies prevents login <sup>41</sup>. It gives EU users data rights (access, correction, deletion) and notes data is stored in the US on Google's servers <sup>42</sup>. As a **Third-Party Data Provider**, Store Leads also defines what it *collects from the web*: public e-commerce site data (theme, apps, etc.) and general business info (social links, phone, company names), *explicitly excluding any personal data* <sup>43</sup> <sup>44</sup>. It respects robots.txt and only indexes public pages <sup>45</sup>, and revisits sites to keep data current, retaining old data up to 6 weeks <sup>46</sup>. Store Leads allows data subjects to request removal of their store's data via email <sup>47</sup>.

**Tracxn (India)** – Tracxn's Terms of Service (Jan 2026) require accurate registration and compliance with all laws <sup>48</sup>. Users must not copy, scrape, or commercially exploit the platform; any automated data extraction is prohibited unless explicitly authorized <sup>48</sup> <sup>49</sup>. Data from Tracxn is for internal use only (reports and presentations) and must be attributed; broad third-party sharing or distribution is forbidden <sup>50</sup>. The platform is provided "as is" without warranties <sup>51</sup>. Liability is disclaimed for indirect damages <sup>52</sup>. These Terms are governed by Indian law and any disputes must be in Bangalore courts <sup>53</sup>.

Tracxn's Privacy Policy states it collects personal data needed to run the service: name, professional email, billing info, and any postal/contact details you provide <sup>54</sup>. It also gathers browsing and usage data automatically (IP address, browser type, pages visited) for security and analytics <sup>55</sup>. It uses cookies (session and persistent) to remember user preferences and login <sup>56</sup>; disabling cookies may break functionality. Tracxn affirms data is only used as described (service provision, bug fixes, communication, marketing) <sup>57</sup>. It says data is collected under contract or legitimate interest, and that consent is a lawful basis for processing <sup>58</sup>. Tracxn may disclose data if required by law <sup>59</sup>. At the bottom of its policy, Tracxn provides contact info and even links to India's online dispute resolution (ODR) portal (smartodr.in) for complaints <sup>60</sup>, consistent with Indian consumer law.

**TheirStack (Spain/EU)** – TheirStack's documentation includes detailed [Terms and Conditions](#) and a separate [Refunds & Cancellations](#) policy. Account terms require truthful info and age 18+ <sup>61</sup>. Payments are charged in advance monthly/annually <sup>62</sup>. Refunds are only granted under strict conditions: *no credits used* from the invoice and *refund requested within 90 days* <sup>63</sup>. If eligible, you receive a full refund minus processing fees within 5–10 business days <sup>64</sup>. Subscriptions can be cancelled at any time <sup>65</sup>; cancellation stops future billing but does **not** automatically refund (unless you met the refund criteria) <sup>66</sup>. After cancellation, you retain service access until period end and unused credits roll over for 12 months <sup>66</sup>. TheirStack's terms disclaim liability for damages (users' only remedy is account cancellation) <sup>67</sup>. They explicitly state that Spanish law (courts of Vigo, Spain) governs the agreement <sup>68</sup>. TheirStack's [Privacy Policy] (also available on their site) distinguishes between the *business data* they provide (public company profiles, technologies, and business contacts) and any *customer personal data* they collect for accounts. It says business/person contact info is drawn from public sources <sup>69</sup>, while customer info (name, email, payment details) is collected at signup <sup>70</sup>. It logs device identifiers (IP, browser, etc.) <sup>71</sup> and uses cookies for login. Personal data is used only to deliver and improve the service, and standard GDPR protections apply (TheirStack also has a Data Processing Addendum for compliance).

## Key Takeaways & Legal Context

- **Data Collection & Use:** Most B2B SaaS analytics platforms (BuiltWith, Store Leads, TheirStack) emphasize that they collect only business-related data from public sources, not sensitive personal data. Privacy policies typically say only the user's own contact info (email/password) and minimal account details are collected for login and billing <sup>9</sup> <sup>37</sup>. As an Indian entity, TechLeads must likewise obtain explicit user consent for data processing, give clear notices, and allow rights of access/correction/deletion under India's new DPDP Act <sup>72</sup> <sup>73</sup>. The DPDP rules (2025) require "clear, plain-language" privacy notices and easy consent withdrawal <sup>73</sup>; they also impose data security standards and certain data localization rules <sup>73</sup> <sup>74</sup>.
- **Usage Restrictions:** Competitors uniformly forbid unauthorized scraping, resale or republication of their data. For example, BuiltWith and Store Leads both explicitly ban copying or reselling their datasets <sup>1</sup> <sup>26</sup>. Tracxn and TheirStack limit data use to internal business purposes only, disallowing broad redistribution <sup>50</sup> <sup>67</sup>. Spam and unsolicited marketing using the data is explicitly prohibited (Wappalyzer and BuiltWith mention compliance with anti-spam laws) <sup>15</sup> <sup>75</sup>. In your Terms, similar clauses should clearly restrict permitted uses and forbid abuse (e.g. "no mass emailing or contact spamming" as BuiltWith does <sup>75</sup>).
- **Payments, Refunds & Cancellations:** All these services offer recurring subscriptions with clear renewal/cancellation rules. The norm is *no refund for mere change of mind* – only fault-based refunds per consumer laws <sup>6</sup> <sup>18</sup>. TheirStack stands out by formalizing a liberal refund policy (full refunds if no data/credits were used and requested within 90 days) <sup>63</sup>. TechLeads should decide on a refund policy: e.g. "free trial/sample exports" as Store Leads suggests <sup>76</sup>, clear conditions for any refund, and a simple cancellation process. Each service also notes users must proactively cancel (often via their account settings) if they no longer want service <sup>5</sup> <sup>17</sup>.
- **Jurisdiction & Compliance:** BuiltWith and Wappalyzer invoke Australian law (and mention specific laws like Australia's Spam Act) <sup>21</sup> <sup>8</sup>. Store Leads points to Canadian jurisdiction <sup>36</sup>. Tracxn and TheirStack name India and Spain respectively. As an Indian company, TechLeads should state that Indian law governs (with jurisdiction in an Indian court or via ODR portal), similar to Tracxn <sup>53</sup>. Additionally, under Indian e-commerce rules, providing an ODR contact (like Tracxn's smartodr.in link <sup>60</sup>) may be advisable for transparency.
- **Privacy/Security Certifications:** BuiltWith's policy highlights PCI DSS, ISO 27001 and SOC certifications for its data centers <sup>77</sup>. While not mandatory, Indian law (and user trust) favors implementing reasonable security (the IT Act's Section 43A) and citing industry standards. At minimum, we should describe technical safeguards (encryption, access controls) and breach notification plans as required by DPDP.

## References

We examined official Terms/Privacy pages of each competitor for concrete examples. Key sources include: - BuiltWith – [Terms of Use](#), [Privacy Policy](#).  
- Wappalyzer – [Terms of Service](#), [Privacy Policy](#).  
- Store Leads – [Terms & Conditions](#), [Privacy Policy \(Controller\)](#) and [Privacy Policy \(Data Provider\)](#).  
- Tracxn – [Terms of Service](#), [Privacy Policy](#).  
- TheirStack – [Terms & Conditions](#), [Refunds & Cancellations](#).  
- India's Digital Personal Data Protection Act and Rules guidance <sup>72</sup> <sup>73</sup> for legal context.

Each cited source is a live policy page (see inline citations). These reveal how competitors structure their user agreements and privacy statements, providing a roadmap for enhancing TechLeads’s own terms in line with best practices and legal requirements.

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1 2 3 4 5 6 7 8 75 **Terms of Use**

<https://builtwith.com/terms>

9 10 11 12 13 77 **Privacy Policy**

<https://builtwith.com/privacy>

14 15 16 17 18 19 20 21 **Terms of service - Wappalyzer**

<https://www.wappalyzer.com/terms/>

22 23 24 25 **Privacy policy - Wappalyzer**

<https://www.wappalyzer.com/privacy/>

26 27 28 29 30 31 32 33 34 35 36 76 **Terms of Use**

<https://storeleads.app/terms>

37 38 39 40 41 42 43 44 45 46 47 **Privacy Policy**

<https://storeleads.app/privacy>

48 49 50 51 52 53 **Terms Of Use | Tracxn**

<https://tracxn.com/termsfuse>

54 55 56 57 58 59 60 **Privacy Policy | Tracxn**

<https://tracxn.com/privacypolicy>

61 62 67 68 **Terms and Conditions | TheirStack Docs**

<https://theirstack.com/en/docs/legal/terms-and-conditions>

63 64 65 66 **Refunds and Cancellations | TheirStack Docs**

<https://theirstack.com/en/docs/legal/refunds-and-cancellations>

69 70 71 **Privacy Policy | TheirStack Docs**

<https://theirstack.com/en/docs/legal/privacy-policy>

72 73 74 **DPDP Rules 2025: India Notifies Digital Privacy Law**

<https://www.india-briefing.com/news/dpdp-rules-2025-india-data-protection-law-compliance-40769.html/>