

# TERMS OF SERVICE

This Terms of Service (“**Terms**” or “**Agreement**”) is a legal contract between you and **SECURECRYPT LTD.** (“**SECURECRYPT**”, “**we**”, “**our**”), governing your use of the various mobile or web services or mobile or web software owned, controlled or offered by SECURECRYPT (collectively, the “**Services**”). By using the Services, you agree to the Terms. If you do not agree with any of the Terms, you may not use the Services. You acknowledge and agree that this contract is only between you and SECURECRYPT and not any of SECURECRYPT’S partners, distributors, promoters or service providers (collectively, “**Distributors**”). Should you have any issue or claim with respect to the Services, SECURECRYPT, and not its Distributors, will be solely responsible for addressing the issue or claim. If you have obtained the Services from one of SECURECRYPT’S Distributors, you agree that any such Distributor will have no obligation or responsibility to provide you any warranty,

maintenance and support services with respect to the Services. WE WANTED TO LET YOU KNOW THAT THE TERMS INCLUDE AN ARBITRATION CLAUSE IN SECTION 15(B) THAT REQUIRES ANY DISPUTES, EXCEPT FOR ANY DISPUTES REQUIRING EQUITABLE OR INJUNCTIVE RELIEF, TO BE RESOLVED BY BINDING ARBITRATION. YOU AND SECURE ALSO AGREE TO WAIVE THE RIGHT TO JURY TRIALS, CLASS ACTIONS AND CLASS-ACTION WIDE ARBITRATION.

## **1. Who Can Use the Services**

2. You must be of the Minimum Age to use the Services. “Minimum Age” means 18 years. However, if law requires that you must be older in order for SECURECRYPT to lawfully provide the Services to you then the Minimum Age is such older age. By using any of the Services, you state that: a. you are accepting this Agreement and you confirm that you have the right and capacity to enter into this Agreement; b. you will comply with these Terms and all applicable local,

provincial, state, national, and international laws, rules, and regulations; and c. if you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

## **2. Your Rights to Use the Services**

SECURECRYPT grants you a personal, worldwide, royalty-free, non-transferable, non-exclusive, revocable, non-sublicensable license (the “**License**”) to: a. access and use the Services for (i) the prevention of identity theft, hacking, malicious attack or espionage; (ii) the protection of your personal privacy rights; and (iii) the secure operation of your legitimate personal or business affairs, and not for any illicit, illegal or criminal use; b. download, install and use the Services on one mobile device(s) (e.g. cell phone or tablet), which natively executes an operating system supported by SECURECRYPT, and that you own or control for your non-commercial use or internal

business use. The License lets you enjoy the Services in a way that these Terms and our other policies, such as our [Privacy Policy](#) allow. You agree that any software that we provide you may automatically download and install upgrades, updates or other new features and send log information to our servers. You may be able to adjust these automatic downloads through your mobile device settings. These updates and upgrades are designed to improve and enhance our Services and can include bug fixes, enhancements and new modules. You may not sell, rent, lease, assign, distribute, copy, modify or host any part of our Services. As well, you cannot adapt, merge, make derivative works of, disassemble, decompile, reverse compile, attempt to discover the source code or reverse engineer any part of the Services, except to the extent these restrictions are expressly prohibited by applicable law.

### **3. Rights to Content**

Some of our Services let you create, upload, send,

receive and store user data. When you do so, you keep the ownership rights you had in the data to begin with. WE DO NOT USE, COPY OR MODIFY USER DATA. You are responsible for the content that you send through the Services, including for back up of that content.

#### **4. Privacy**

Your privacy matters to us. You can learn more about how we handle your information when you use our Services by reading our [Privacy Policy](#).

SECURECRYPT's Privacy Policy is hereby incorporated into this Agreement by reference. We encourage you to read it carefully because by using our Services you agree that SECURECRYPT can collect, use, share and transfer your information in the ways described in that policy.

#### **5. Non-Permitted Use**

You may not use the Services to create, upload, send, receive, or store content that: a) is false, intentionally misleading, illegal or promotes an illicit, illegal or criminal activity or that

impersonates any other person or entity, including SECURECRYPT; b) violates or infringes any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; c) is bullying, harassing, abusive, threatening, vulgar, obscene, offensive, libelous, defamatory, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual; d) is harmful to minors in any way or targeted at persons under the age of 13; e) spams or solicits SECURECRYPT users to purchase anything; or f) requests any form of identification or illegal content from SECURECRYPT users. You agree not to use the Services to: a) use branding, logos, designs, photographs, videos, or any other materials used in our Services; b) remove, circumvent, disable, damage or otherwise interfere with security features of the Services, including any technical measures we may use to

prevent or restrict unauthorized access to the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services; c) intentionally interfere with or damage operation of the Services or any user's enjoyment of them, including by uploading or disseminating viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; d) use any robot, spider, crawler, scraper or other automated means or interface to access the Services or extract other user's information without our express written permission; e) attempt to gain unauthorized access to the Services or servers or networks connected to the Services (e.g. through password mining); f) use the Services or any content on the Services for any commercial purposes without our consent; g) interfere, disrupt, negatively affect, or inhibit other SECURECRYPT users from fully enjoying the Services; h) undertake or facilitate any illicit, illegal or criminal activity; or i) encourage or promote any activity that violates

these Terms.

Violation of any of the terms of Section 5 is cause for the immediate deactivation and deletion of your account without notice, and a permanent ban on the future purchase of any of SECURECRYPT's products or services.

## **6. Your Account**

SECURECRYPT will not be liable for any damages or liability resulting from your account information. You are responsible for anything that happens in your account, so please keep it secure. Keeping a strong password that you haven't used for other accounts is one good way to do this.

Also, you agree that you will not: a) create another account if we've disabled your account; b) buy, sell, transfer, rent lease or allow access to your SECURECRYPT account or username unless you have our written permission first; or c) log in or try to log in to access the Services through unauthorized third party applications or clients. If you think someone has gained access to your

account, please contact us immediately through our SECURECRYPT support module.

## **7. Data Charges**

You are responsible for any mobile charges that you may incur when you use the Services including text-messaging and data charges for use of the Services and/or updates or upgrades of new versions of the Services. If you're not sure what those charges may be, please ask your provider before using the Services.

## **8. Third Party Services**

If you use a service, feature or product offered by a third party (including those we jointly offer with a third party), each party's terms will govern the respective party's relationship with you. Please read and understand those terms and investigate any features that are important to you before using a third party service, feature or product. SECURECRYPT is not responsible or liable for those third party's terms or actions taken under

the third party's terms. The Services may include links to other web sites or services that are not owned or controlled by SECURECRYPT. SECURECRYPT does not endorse or make any representations regarding any such linked sites or any of the information or materials accessible through other linked sites. SECURECRYPT disclaims all liability relating to your use of such linked sites. By using the Services, you expressly acknowledge and agree that SECURECRYPT shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

## **9. Modifying the Services and Termination**

We are always improving our Services and creating new ones. We may add or remove features, products or functionality, and we may also suspend or stop the Services at any time without notice. While we hope you remain a life long SECURECRYPT user, you can terminate these Terms at any time and for any reason by requesting deletion of your account.

SECURECRYPT may also terminate these Terms with you at any time, for any reason, and without advanced notice. That means we may stop providing you with any Services, or impose new or additional limits on your ability to use the Services. For example, we may deactivate your account due to prolonged inactivity or a breach of these Terms, and we may reclaim your username at any time for any reason. We will not be liable to you for terminating this Agreement, including for termination of your SECURECRYPT account or deletion of your content. No matter who ends this Agreement, you and SECURECRYPT will continue to be bound by Sections 9, 11-17. SECURECRYPT may modify these Terms of Service from time to time. Any and all changes to this Agreement will be posted on the SECURECRYPT site, and you agree to be bound by any changes to these Terms, or by any additional terms and conditions, when you continue to use the Services after those changes are posted.

## **10. Additional Terms for Specific Services**

Since we have a growing number of Services, we sometimes need to describe additional terms for specific Services. Those additional terms and conditions, shall be made available with the relevant Services, then become part of your Agreement with us if you use those Services.

**11. Indemnity** You agree, to the extent permitted under applicable law, to defend, indemnify and hold harmless SECURECRYPT, its shareholders, subsidiaries, affiliates and their directors, officers, employees, contractors, agents, third-party partners, and suppliers (the “**SECURECRYPT Group**”) from and against any claims, suits, losses, damages, obligations, liabilities, costs, and expenses (including legal fees) brought by third parties resulting from or relating to: (i) your use of and access to the Services; (ii) your user content; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right, or (iv) your violation of these Terms. We reserve

the right, at your expense, to assume the exclusive defense and control of any matter that you are required to indemnify and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any claim falling under this section once we learn of it. This defense and indemnification obligation will survive these Terms and your use of the Services.

## **12. Disclaimers**

THE SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND THE SECURECRYPT GROUP EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, STABILITY, ACCURACY, OR NONINFRINGEMENT. THE SECURECRYPT GROUP MAKE NO

REPRESENTATION OR WARRANTY THAT THE SECURE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE SECURECRYPT GROUP IS NOT RESPONSIBLE FOR ANY THIRD PARTY CONDUCT OR USER CONTENT ON ITS SERVICES. THE SECURECRYPT GROUP TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE SECURECRYPT GROUP WILL BE RESPONSIBLE FOR. YOU HEREBY IRREVOCABLY AND

UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE THE SECURECRYPT GROUP FROM ANY AND ALL CLAIMS, DEMANDS, AND RIGHTS OF ACTION, WHETHER NOW KNOWN OR UNKNOWN, THAT RELATE TO ANY INTERACTIONS WITH, OR ACTS OR OMISSION OF, THE SERVICES AND THE SECURECRYPT GROUP. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” **13. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SECURECRYPT GROUP WILL IN NO EVENT WHATSOEVER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST

PROFIT OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICES, PRODUCTS OR THIRD PARTY SITES AND THEIR SERVICES AND PRODUCTS, EVEN IF THE SECURECRYPT GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES, OR THIRD PARTY SITES AND THEIR PRODUCTS AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURECRYPT GROUP'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICES AND PRODUCTS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF: (A) FIFTY CANADIAN DOLLARS (\$50) OR (B)

AMOUNTS YOU'VE PAID SECURECRYPT IN THE PRIOR 6 MONTHS (IF ANY). IN NO EVENT WILL THE SECURECRYPT GROUP'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

**14. Choice of Law & Exclusive Venue** This Agreement shall be construed and governed exclusively by the laws in force in Ontario and the laws of Canada applicable therein, and the courts of Ontario (and the Supreme Court of Canada, if necessary), and except as set out in Section 15(b) hereof, shall have exclusive jurisdiction to hear and determine all disputes arising hereunder. Except as provided in Section 15(b), each of the parties hereto irrevocably attorns to the jurisdiction of said courts, consent to the commencement of proceedings in such courts

and waive any right to a jury trial. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, any forum non convenes defense to the maintenance of such action or proceeding in any such court. This provision shall not be construed to affect the rights of a party to this Agreement to enforce a judgment or award outside said province, including the right to record and enforce a judgment or award in any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **15. Resolution of Disputes**

**a. Limitation period.** YOU AND SECURECRYPT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (6) MONTHS AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**b. Mandatory Arbitration.** Except for any matter

that requires equitable or injunctive relief, all disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by a single arbitrator (the “Arbitrator”) under the Arbitration Act of Ontario. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties hereto. The arbitrator shall be appointed by agreement between the parties, or in default of agreement, the arbitrator shall be appointed by a judge of the Supreme Court of Ontario, upon the application of any party to this Agreement. The Arbitrator shall determine who shall bear the costs of arbitration pursuant to this section. The place of the arbitration shall be in Toronto, Ontario.

**c. Class Action Waiver.**

THE ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT

OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING AND MAY NOT AWARD CLASS-WIDE RELIEF.

**d. Confidentiality.** No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to a court order, or unless required by law.

Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

## **16. Severability**

If any part of these Terms is found to be unenforceable, then that provision will be modified to the extent necessary to render it enforceable without losing its intent or severed from these Terms if no such modification is possible and not affect the validity or enforceability of the remaining Terms. A waiver by

either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

## **17. Final Terms**

All rights not granted to you are reserved by the SECURECRYPT Group and all intellectual property in the Services is owned by us. These Terms are the final, complete and exclusive Agreement between you and SECURECRYPT and supersede all prior Agreements between us. If we don't enforce a part of these Terms, it will not be considered a waiver. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our consent. We may assign the Terms without restriction in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or bankruptcy or other operation of law, without your consent. If we need to contact you about these Terms, you:

- (1) agree to receive electronic messages from us;

and (2) agree that all terms and conditions, agreements, notices, disclosures, and other messages we send to you electronically satisfy all legal requirements as if they were in writing. We agree that these Terms and all related documents are in English.

# PRIVACY POLICY

At <\*> (“SECURECRYPT”, “we”, “our”)

SECURECRYPT LTD, the privacy and confidentiality of your information are our priority. We have created this Privacy Policy to cover: 1. the information (personal information, messages, photos, files, videos, recordings, altogether the “Information”) you enter and share on the various mobile or web services or mobile or web software owned, controlled or offered by SECURECRYPT and our websites (the “Services”);

2. how your information is protected; and 3. some of the features we have built into the Services to protect your privacy. This Privacy Policy is

incorporated into and is subject to our [Terms of Service](#). Your use of the Services indicates your consent to this Privacy Policy and our Terms of Service. If you do not want to be bound by these agreements, you may not use our Services. We work very hard to preserve your privacy and security, and we do our best to be as transparent as possible in explaining how your data are protected. Please contact us if you have any questions at [privacy@securecrypt.cc](mailto:privacy@securecrypt.cc)

## **WE DO NOT COLLECT INFORMATION FROM YOU.**

### **Confidentiality of your personal information**

We do not require any ID documentation from you to create a SECURECRYPT account. Your payments will be by credit card and your credit card information, if you choose to enter it, is held by this third party and not by SECURECRYPT.

### **Information saved on your device**

We do not have access to any of your personal information, phone numbers and email addresses, and we do not preserve or maintain copies of any

content sent by you to another user, including text messages, photographs, or videos. When accessing the Services, all the information you are entering, including your username, are saved on your device and not on our servers. You are the only one with access to your Information. You can securely share or delete information at any time. Deleting information from your device eliminates all of the encrypted records from our servers, your phone, and all of the devices of your SECURECRYPT mobile contacts. Deleted messages cannot be recovered. Our servers store the encrypted messages that you send and receive only long enough to ensure their delivery to each device associated with your account. Undelivered messages are deleted after 48 hours. Such data is fully end-to-end encrypted with keys, which are, at all the time, in your sole possession. We have no ability to view, monitor, access, or decrypt messages sent between SECURECRYPT users.

## **ALL INFORMATION IS ENCRYPTED**

Our mobile device management application

enables you to communicate through a secured and encrypted channel with the assurance that your confidential information is transferred (whether it be messages, files, photos, recordings) in an encrypted channel that is protected from any malicious attacks or espionage. If you have any question about our encryption system, please contact our privacy officer at [privacy@securecrypt.cc](mailto:privacy@securecrypt.cc)

### **Information shared Encrypted personal information**

All the Information entered to create an account is present on your device only, and in encrypted mode. You are the only one to have the key to decrypt the Information. We do not have access to this Information and do not possess the key to decrypt it.

### **Encrypted communication**

All the Information on the Services are transferred in a secured and encrypted channel that you are

the only one to have the key to decrypt. SECURECRYPT, or anybody else than you, cannot have access to your Information without your authorization.

Each message sent to another user, via text or chat, is transferred with a temporary and unique key allowing the Information contained in the message to be decrypted by the selected recipient. Only this recipient has access to the key and is able to read the data contained in the sent message. All messages are stored in encrypted form on your devices. You choose your own retention policy for your messages by choosing how long a message is viewable before it is deleted (via the self-destruct time for sent messages and manual deletion for your device). Deleted messages cannot be recovered. Among other features, the SECURECRYPT application allows you to receive read and deliver notifications, the ability to recreate security keys, encrypt pictures and storage, encrypted saved messages, and participate in group conversations.

If SECURECRYPT is temporarily in possession of any of your data, such data is fully end-to-end encrypted with keys, which are, at all the time, in your sole possession. We have no ability to view, monitor, access, or decrypt messages sent between SECURECRYPT users.

## **HOW WE COMMUNICATE WITH YOU INFORMATION ON OUR SERVERS, RELATED PARTY, SALE ETC.**

Our systems may allow access to the temporary encrypted information on our servers with our related companies, including our parent company, affiliates, subsidiaries, or joint ventures who are also required to honor this privacy policy.

However, our related companies will not be able to have access to this encrypted information as only you have the key to decrypt it. This encrypted information may be shared in connection with a merger, financing, acquisition, dissolution transaction, bankruptcy or proceeding involving sale, transfer, divestiture of all or a portion of our business or assets. If another company acquires

our business or assets, that company will have the encrypted information without the key and will assume the rights and obligations regarding such information as allowed by this Privacy Policy.

## **SAFETY & SECURITY FEATURES IN SECURE APP**

We have built safety features into the Services including giving you the ability to:

- block users; and
- ignore new chats from people you don't know.

When you enter your login authentication on SECURECRYPT, we encrypt the transmission of that information between the app and the server. We provide physical electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees who need to know that information in order to operate, develop, or improve our Services. As well, when applicable, we have contracts in place with our third-party suppliers that obligate such suppliers to protect the confidentiality of your personal information. You are also responsible for helping to protect the

security of your information and having a strong password that you've not used in other places is important, and remember to always set your Self Destructing Messages feature with each new contact add.

## **WHEN THIS POLICY APPLIES**

This Privacy Policy applies to all the Services offered by SECURECRYPT, its parent company, subsidiaries and affiliates.

## **CHANGES AND UPDATES TO THIS PRIVACY POLICY**

We may change this Privacy Policy periodically and this will be reflected by the "Last Updated" date above. As well, we may notify you of changes to this policy through the Services. Please revisit this page to stay aware of any changes. Your continued use of the Services constitutes your agreement to this Privacy Policy and any amendments.

## PRIVACY QUESTIONS

If you have any questions, comments, complaints or suggestions, please contact our privacy officer at [privacy@securecrypt.cc](mailto:privacy@securecrypt.cc) ATTN: Privacy Officer