

Terms of Service

last updated December 8th, 2017 (hereinafter called: "Terms")

Cryptomind S.A. with its registered seat in Warsaw („Provider”) provides website located usecrypt.com (hereinafter called: "Site") and its cryptographic highly innovative privacy protection mobile device application under the name UseCrypt Messenger (hereinafter called: "App" or "Services") accessible via AppStore. Please read the Terms carefully because they govern your use of our the App.

Agreement to Terms

By using our App, you agree to be bound by and in accordance with these Terms. If you don't agree to be bound by these Terms, do not use the App.

Privacy Policy

Please refer to <https://usecrypt.com/ucm-ppe/> for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the App is subject to our Privacy Policy.

Changes to Terms

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the App after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the App anymore. Because our App may evolve over time we may change or discontinue all or any part of the App, at any time and without notice, at our sole discretion.

Who may use the App

Eligibility

You may use the App only if you are 18 years or older and are not barred from using the App under applicable law. To purchase the App (described in the Section titled "Purchases" below), you must be 18 years or older and capable of forming a binding contract.

Registration and Your Information

If you want to use features of the App you'll have to create an account (hereinafter called: "Account"). You can do this via the App by providing the Provider with requested information.

It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your

Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

Using the App

Via the App, users can: (i) send and receive messages, including multimedia messaging services and text messages; (ii) make and receive phone calls, that are encrypted and safe from third party interference and interception.

You understand and agree that the App is not meant to be used in any harmful way, including criminal activity. You understand and agree that you are solely responsible for your use of the App.

You understand and agree that the Provider has no insight in the information, messages and phone calls processed by you with the use of the App, and is not responsible for creating its back up in any means.

You understand and agree that after termination of the Services provision you shall not be entitled to use the App and you shall be denied access to any of your historical information, messages and phone calls processed via the App and such data can be erased.

You understand and agree that the Provider may terminate the provision of the Services to you if receives reasonable request from the state authorities, stating or claiming that you are using the Services to conduct criminal activities. The Provider shall not be responsible for any damages related or arising from such termination.

Purchases

Fees

The Provider offers certain features of the App which you can purchase as a monthly subscription (hereinafter called: "Subscription"). A description of features associated with Subscriptions is available via the Services. When you purchase a Subscription (hereinafter called: "Transaction"), we or third party such as App Provider (defined below) may ask you to supply additional information relevant to your Transaction, such as your credit card number, the expiration date of your credit card and your address(es) for billing and delivery (hereinafter called: "Payment Information"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. The amounts due and payable by you for a Transaction through the Services will be presented to you before you place your order. If you choose to initiate a Transaction via the Services, you authorize us to provide your Payment Information to third party service providers so we can complete your Transaction and agree (a) to pay the applicable fees and any taxes; (b) that Provider may charge your credit card or third party payment processing account, including, but not limited to, your account with the app store or distribution platform (like the Apple App Store or Google Play) where the App is made

available (each hereinafter called: an “App Provider”), for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order. You’ll receive a confirmation email after we confirm the payment for your order. Your order is not binding on the Provider until accepted and confirmed by the Provider. All payments made in accordance with the terms of the App Providers.

If you have any concerns or objections regarding charges, you agree to raise them with us first and you agree not to cancel or reject any credit card or third party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with the Provider.

The Provider reserves the right to not process or to cancel your order in certain circumstances, for example, if your credit card is declined, if we suspect the request or order is fraudulent, or in other circumstances the Provider deems appropriate in its sole discretion. The Provider also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your order. You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). The Provider will either not charge you or refund the charges for orders that we do not process or cancel.

Any fees received by the Provider are not the equivalent of the use of open source codes listed in section “Content and Content Rights” by you, but are the results of the Service provision, including the program PhoneServer which is transferring server between the users of the App and the App support, warranties (section “Warranty”) and service (section “Service and development of the App”) in compliance with the Terms.

Subscriptions Automatically Renew Until You Cancel & How to Cancel Your Subscription

All amounts are payable and charged: (i) **for monthly subscriptions, at the beginning of the subscription and, because each such subscription renews automatically for an additional period equal in length to the expiring subscription term until you cancel it, at the time of each renewal until you cancel**, using the Payment Information you have provided. You must cancel your monthly Subscription before it renews to avoid the billing of the fees for the next Subscription period. You can purchase your Subscription and cancel it at any time via App Providers and their e – shopping platforms. You will not receive a refund for the fees you already paid for your current subscription period and you will continue to receive the Services ordered until the end of your current Subscription period.

Changes to Price Terms for Subscriptions

The Provider reserves the right to change its pricing terms for Subscriptions at any time and will notify you in advance of such changes becoming effective. Changes to the pricing terms will not apply retroactively and will only apply for Subscription renewals after such

changed pricing terms have been communicated to you. If you do not agree with the changes to the Providers pricing terms then you may choose not to renew your Subscription in accordance with the section “Subscriptions Automatically Renew Until You Cancel & How to Cancel Your Subscription.”

Future Functionality

You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by the Provider regarding future functionality or features.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services or Products (“Feedback”). You can submit Feedback by filing the form which you can find here <https://usecrypt.com/ucm-support/https://usecrypt.com/ucm-uot/>. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicenseable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Content and Content Rights

For purposes of these Terms, (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that users (including you) provide to be made available through the Services. Content includes without limitation User Content.

Users Content accessibility and its ownership

The Provider states that he has no insight in Users Content processed via the App, excluding content addressed to him or third parties such as App Provider, that is requested and needed for the Purchase, Subscription, Transaction and provision of the Services.

The Provider does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

Content and its ownership

The Provider and its licensors exclusively own all right, title and interest in and to the software in form of autonomous program with closed source code PhoneServer that is transferring server between the users of the App.

The Provider and its licensors state that the part of the App that enables and is responsible for sending and receiving messages, including multimedia messaging services and text messages the app is based on modification of software Signal iOS v 2.7.1 for iOS version

and modification of Signal Android 3.30.4 distributed on the terms of open – source license GPL v. 3 (which can be found <https://usecrypt.com/usecrypt-messenger/>). The Provider and its licensors do not claim to have any exclusive rights to the source codes of this origin and provide such codes at any request of the third parties including you. All rights, title and interest in and to the aforementioned software belong to : Open Whisper Systems.

The Provider and its licensors state that the part of the App that enables and is responsible for sending automatic notifications to the App installed and opened on your mobile device, being the modification of software Notnoop Java-Apns v 0.2.3, distributed on the terms of open – source license BSD-3 (which can be found <https://github.com/notnoop/java-apns/blob/master/LICENSE>). The Provider and its licensors do not claim to have any exclusive rights to the source codes of this origin and provide such codes at any request of the third parties including you. All rights, title and interest in and to the aforementioned software belong to : Mahmood Ali

You acknowledge aforementioned information and state that the Services and Content are protected by copyright, trademark, and other laws separately for aforementioned parts of the App. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content, both open source and rights to which belong to the Provider and its licensors.

Rights in User Content Granted by You

By making any User Content available through Services you hereby grant, taking into consideration Users Content accessibility, to the Provider a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content in connection with operating and providing the Services and Content to you and to other users.

Rights in Content Granted by the Provider

Subject to your compliance with these Terms, the Provider grants you a limited, non-exclusive, non-transferable, non-sublicenseable license to download and use the App and all of its functionalities, solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

Rights and Terms for Apps

Rights in App

Subject to your compliance with these Terms, the Provider grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device that you own or control and to run such copy of the App for your own personal non-commercial purposes. The Provider reserves all rights in and to the

App not expressly granted to you under these Terms. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; (iv) make the functionality of the App available to multiple users through any means; (v) use the App on several mobile devices.

Any Terms, especially Rights in App shall not infringe any open source licenses on which parts of the App are based and distributed. The Provider acts fully in compliance with such licenses and provides you with any information and fulfills any of your rightful requests, arising from these licenses.

Additional Terms regarding App Providers

If you accessed or downloaded the App from the App Provider e – shopping platforms i.e. App Store or Google Play Store, then you agree to use the App in accordance with the terms provided by the App Provider. Provisions of the following section have informational character and do not interfere or change the terms provided by App Provider which are binding and valid. The App purchased via App Store shall be used only: (i) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service^[1].

If you accessed or downloaded the App from an App Provider, then you acknowledge and agree that:

- These Terms are concluded between you and the Provider, and not with App Provider, and that, as between the Provider and the App Provider, the Provider, is solely responsible for the App.
- App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of the Provider.
- App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, the Provider will be solely

responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the App.
- You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Prohibitions

You agree not to do any of the following:

- Use, display, mirror or frame the Services, or any individual element within the Services, the Providers name, any trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without the Provider’s previous express written consent;
- Attempt to probe, scan, or test the vulnerability of the App or any of the Provider’s system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Provider or any of the Providers’s providers or any other third party (including another user) to protect the Services;
- Attempt to access or search the Services or download Collective Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Provider or other generally available third party web browsers;
- Use the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;

- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity, especially when providing your personal data or Payment Information;
- Violate any applicable law or regulation, especially by using the Services for criminal purposes;
- Encourage or enable any other individual to do any of the foregoing.
- Enable any third party the access to the App or your mobile device when the App is not protected by the code.

The Provider is not obligated and shall not monitor access to or use of the Services. You are informed and accept that The Provider reserves the right to monitor the Services only for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to the Services, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any use of the Services to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Links to Third Party Websites or Resources

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account and the provision of the Services at any time following the rules of set out in section "Subscriptions Automatically

Renew Until You Cancel & How to Cancel Your Subscription”. If you purchase Subscription via an App Provider, you should also cancel your Subscription with the App Provider directly. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Warranty

The Services are provided “as is,” without warranty of any kind, except for warranties stated explicitly below. Without limiting the foregoing, we explicitly disclaim any warranties of merchantability, arising out of course of dealing or usage of the App., except for warranties stated explicitly below.

The Provider, if the Terms are met, guarantees you that:

- during the Subscription you will be able to communicate via the App with other parties that are communicating via the App.
- Communication via the App will be protected by encryption from third party interference and insight.

subject to section “Servicing and development of the App”.

We make no other warranty that the App will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

Servicing and development of the App

You are informed and accept that the Provider may conduct servicing and development works of the App that can result with the App deactivation. The Provider, before such deactivation, shall inform you of it via the Site or through other communications.

You are informed and accept that any defaults, defects, unintentional shutdowns, breakdowns, failures of the App shall be solved by the Provider without any unreasonable delay. The Provider shall inform you of aforementioned circumstances via the Site or through other communications, without any unreasonable delay.

You are informed and release the Provider from any possible liability resulting from the circumstances stated in this section “Limitation of Liability” and section “Indemnity” are applicable in the appropriate scope, if limit the Provider’s liability more extensively.

Indemnity

You will indemnify and hold harmless the Provider and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees,

arising out of or in any way connected with (i) your access to or use of the Services or (ii) your violation of these Terms.

Limitation of Liability

Neither the Provider nor any other party involved in creating, producing, or delivering the App will be liable for any incidental, special, exemplary or consequential damages, including, but not limited to, lost profits, loss of data or goodwill, service interruption, mobile device damage or system failure or the cost of substitute services arising out of or in connection with these terms or from the use of or inability to use the App, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Provider has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose, except for warranties expressly stated in section “Warranty”. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the Poland without regard to its conflict of laws provisions.

You and the Provider agree that all disputes, claims or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (hereinafter collectively: “Disputes”), especially Disputes related to IP protection, **shall be settled under the laws of Poland and apply under the jurisdiction of court having the competition over the Providers’s registered seat and each of the parties hereto waives any objection to jurisdiction and venue in such courts.**

You and the Provider shall attempt to amicably settle any arising dispute in connection with the provision of the Services and such attempt shall last at least thirty (30) days, before filing a claim to appropriate Court.

If the Provider changes any of the provisions of this “Dispute Resolution” section after the date you first accept the Terms (or accepted any subsequent changes to these Terms), you may reject any such change by filing the form which you can find here <https://usecrypt.com/ucm-support/> within 30 days of the date such change became effective, as indicated on the Site or in the date of Provider’s email to notifying of such change. By rejecting any change, you are agreeing that you will solve any Dispute between you and Provider in accordance with the provisions that you have previously accepted.

General Terms

These Terms constitute the entire and exclusive understanding and agreement between the Provider and you regarding the Services and these Terms supersede and replace any and all prior oral or written understandings or agreements regarding the Services. If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. In such case the Provider shall notwithstanding supplement the Terms with appropriate provisions if needed.

You may not assign or transfer these Terms, by operation of law or otherwise, without the Providers's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. The Provider may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by the Provider under these Terms, including those regarding modifications to these Terms, will be given by posting them on the Site or via other communications and the date of receipt appropriately will be deemed the date of posting such notice on the Site or its transmission via other communication.

Providers's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Provider. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms or the Services or Products, please contact the Provider filing the form which you can find here <https://usecrypt.com/ucm-support/>.

[1] Terms apply accordingly to other App Providers and their software.