

Alters Use of Terms

Terms of Service

Alter Zone Inc. (“Alters”) utilizes the incomparable security and end-to-end encryption to provide private messaging, note taking, file organizing and other healthy social interaction services to users worldwide. You agree to our Terms of Service (“Terms”) by installing or using our apps, services, or website (together, “Services”).

About our services

Minimum Age. You must be at least 13 years old to use our Services. The minimum age to use our Services without parental approval may be higher in your home country.

Privacy of user data. Alters does not sell, rent or monetize your personal data or content in any way – ever.

Please read our Privacy Policy to understand how we safeguard the information you provide when using our Services. For the purpose of operating our Services, you agree to our data practices as described in our Privacy Policy, as well as the transfer of your encrypted information and metadata to the United States and other countries where we have or use facilities, service providers or partners.

Software. In order to enable new features and enhanced functionality, you consent to downloading and installing updates to our Services.

Fees and Taxes. You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.

Using Alters

Our Terms and Policies. You must use our Services according to our Terms and posted policies. **If we disable your account for a violation of our Terms, you will not create another account without our permission.**

Legal and Acceptable Use. You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe the rights of Alters, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) involve sending

illegal or impermissible communications such as bulk messaging, auto-messaging, and auto-dialing.

Harm to Alters. You must not (or assist others to) access, use, modify, distribute, transfer, or exploit our Services in unauthorized manners, or in ways that harm Alters, our Services, or systems. For example you must not (a) gain or try to gain unauthorized access to our Services or systems; (b) disrupt the integrity or performance of our Services; (c) create accounts for our Services through unauthorized or automated means; (d) collect information about our users in any unauthorized manner; or (e) sell, rent, or charge for our Services.

Keeping Your Account Secure. Alters embraces privacy by design and does not have the ability to access your messages. You are responsible for keeping your device and your Alters account safe and secure. Be sure to back up your account in case you lose your phone, or plan to use Alters on your new device. You can only restore your account with your backed up QR code which stores your account keystore.

No Access to Emergency Services. Our Services do not provide access to emergency service providers like the police, fire department, hospitals, or other public safety organizations. Make sure you can contact emergency service providers through a mobile, fixed-line telephone, or other service.

Third-party services. Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. When you use third-party services, their terms and privacy policies govern your use of those services.

Your Rights and License with Alters

Your Rights. You own the information you submit through our Services.

Alters's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our written permission. To report copyright, trademark, or other intellectual property infringement, please contact support@alters.zone.

Alters's License to You. Alters grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms.

Disclaimers and Limitations

Disclaimers. YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE PROVIDE OUR SERVICES ON AN “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. ALTERS DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, “ALTERS PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

Limitation of liability. THE ALTERS PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE ALTERS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE ALTERS PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Availability of Our Services. Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or

all of our Services, including certain features and the support for certain devices and platforms, at any time.

Resolving Disputes and Ending Terms

Resolving disputes. You agree to resolve any Claim you have with us relating to or arising out of our Terms, us, or our Services exclusively in the United States District Court for the Southern District of California or a state court in Los Angeles County, California. You also agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such disputes. The laws of the State of California govern our Terms, as well as any disputes, whether in court or arbitration, which might arise between Alters and you, without regard to conflict of law provisions.

Ending these Terms. You may end these Terms with Alters at any time by deleting Alters App from your device and discontinuing use of our Services. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for Alters. The following provisions will survive termination of your relationship with Alters: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Resolving dispute,” “Availability” and “Ending these Terms,” and “General”.

General

Alters may update the Terms from time to time. When we update our Terms, we will update the “Last Modified” date associated with the updated Terms. Your continued use of our Services confirms your acceptance of our updated Terms and supersedes any prior Terms. You will comply with all applicable export control and trade sanctions laws. Our Terms cover the entire agreement between you and Alters regarding our Services. If you do not agree with our Terms, you should stop using our Services.

If we fail to enforce any of our Terms, that does not mean we waive the right to enforce them. If any provision of the Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severable from our Terms and shall not affect the enforceability of the remaining provisions. Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country. If you have specific questions about these Terms, please contact us at support@alters.zone