



TERMS OF USE

Last revised: 19.11.2018

IF YOU DO NOT ACCEPT THESE TERMS OF USE (AND (OR) CHANGES, ADDITIONS AND (OR) AMENDMENTS THERETO) - **DO NOT USE THE WEBSITE.**

PLEASE NOTE THAT THE WEBSITE IS FOR NON-COMMERCIAL USE ONLY, IS NOT OF PROMOTIONAL NATURE AND IS DESIGNED TO PROVIDE DEMO VERSION OF ENCRYPTOTEL PRODUCT.

WE WILL ANNOUNCE SEPARATELY THE DATE OF COMMERCIAL VERSION OF THE WEBSITE LAUNCH.

THE WEBSITE IS NOT DIRECTED TO ANY PERSON IN ANY JURISDICTION WHERE THE PUBLICATION OR AVAILABILITY OF THE WEBSITE IS PROHIBITED. PERSONS IN RESPECT OF WHOM SUCH PROHIBITIONS APPLY MUST NOT ACCESS THE WEBSITE.

PREAMBLE

What's in these terms?

These Terms of Use (the “**Terms**”) tell you (“**user**”, “**you**”, “**your**”) the rules for using EncryptoTel's website <https://encryptotel.com> (the “**Website**”).

Who we are and how to contact us?

The Website is a site operated by ENCRYPTO TELECOM LP, a partnership incorporated and existing in accordance with the legislation of the Republic of Ireland, under registration number LP1935 (the “**we**”, “**us**”, “**our**”, “**EncryptoTel**”). We are registered at Office 29, Clifton House, Fitzwilliam Street Lower, Dublin 2, Republic of Ireland.

To contact us, please email us at support@encryptotel.com.

1. USE OF THE WEBSITE

- 1.1. These Terms apply to the Website, its subdomains and connected mobile applications (iOS, Android and Microsoft apps (if applicable)) or related EncryptoTel services and products.
- 1.2. By using the Website (any content available through the Website), you agree to comply with and be bound by these Terms and Disclaimer, Privacy Policy, Cookies Policy or any additional rules, guidelines, policies published on the Website (the “**Documents**”). These Terms and the Documents are in no way limited or altered by any other terms or conditions on the Website.
- 1.3. You may not:
 - a. copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer or otherwise make available any of the services, products or any information learned by you while using the services, products or accessing the Website except and to the extent that this may be expressly permitted by EncryptoTel;
 - b. remove, change or obscure in any way anything on the Website or otherwise use any material obtained while using the Website except as set out in these Terms or the Documents;
 - c. reverse engineer or decompile (whether in whole or in part) any software used in the Website, services and products (except to the extent expressly permitted by applicable law);
 - d. copy or use any material from the Website and/or services, products for any commercial purpose, except and to the extent that this may be expressly permitted by EncryptoTel.
- 1.4. If you disagree with any part of these Terms or the Documents, please do not use the Website.
- 1.5. If you do not understand these Terms' or Documents' provisions or you have any questions on the content thereof please email us.



- 1.6. We may revise these Terms and the Documents from time to time without prior notice by posting the revised version thereof on the Website (respective changes will not be applied retroactively). Every time you wish using EncryptoTel's services, please check these Terms to ensure you understand the rules that we apply at time.
- 1.7. Neither the information posted on, nor any opinions contained in the Documents or the Website constitutes a public offer under any applicable legislation or an offer or solicitation or recommendation to make the investment, to enter into the contract, buy or sell any securities or financial instruments, to affect any transactions, or to conclude any legal act of any kind whatsoever. If any of information and opinions contained in the Website may be declared as constituting a public offer under the laws of the jurisdiction from which you wish to access the Website, you must not access the Website.
- 1.8. The Website is not directed to any person in any jurisdiction where (due to that person's nationality, residence or otherwise) the publication or availability of the Website is prohibited. Persons in respect of whom such prohibitions apply must not access the Website.
- 1.9. By using the Website, you accept that:
 - a. the Website is not for commercial use;
 - b. the Website is provided for information only;
 - c. the Website is not provided for an advertisement or promotional material;
 - d. the Website contains only demo version of the product/services elaborated by EncryptoTel;
 - e. all our rights are reserved;
 - f. all trademarks and other branding are registered;
 - g. no use of the Website or of materials, data, information or services thereon shall be executed out of Website.
- 1.10. By using the Website, you agree not to:
 - a. use the Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website;
 - b. upload, share, post, publish, transmit, or otherwise make available on the Website any materials, in respect of which you do not have authority and (or) are not entitled to perform above mentioned actions;
 - c. use the Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - d. use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
 - e. use data collected from the Website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 1.11. Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Website meet your specific requirements.
- 1.12. You agree to indemnify and hold harmless EncryptoTel (any of our duly authorised representatives) from and against any and all claims, liabilities, damages, losses or expenses, due to or arising out of the materials that you may upload, share, post, publish, transmit, or otherwise make available on the Website, your violation of these Terms and the Documents, or your violation or infringement of any third party rights, including intellectual property rights.
- 1.13. Unauthorized or unlawful use of this Website may give rise to claim for damages and/or be criminal offense.

2. ENCRYPTOTEL'S RIGHTS

- 2.1. EncryptoTel reserves the right unilaterally and at its sole and absolute discretion (without prior notification but with the further notice thereof on the Website) to:
 - a. vary, modify, add or remove features, or add, exclude or amend any data, information, content on the Website. Once you access or use the Website when or after the Website was altered as given in this sub-clause, you shall be considered and having accepted and agreed to any such alterations and changes;



- b. suspend or withdraw the provision of all or any of the information on the Website without prior notice at any time;
 - c. ban, limit or deny access to, or rule ineligible, cancel or suspend your right to use the Website (any of part thereof) and the EncryptoTel's products or services. EncryptoTel shall not be liable for any loss which may be incurred to such an extent to you or any third-parties;
 - d. disable any hyperlinks (links) for whatsoever reason.
- 2.2. EncryptoTel is entitled to exercise its rights specified herein in respect of the Website in whole and in part (including without limitation information regarding Terms, Documents, products and services).
- 2.3. EncryptoTel's rights specified herein shall not be limited in any form in any circumstances.

3. LIMITATION OF LIABILITY AND WARRANTIES

- 3.1. Please refer to the Disclaimer for the provisions of EncryptoTel's limited liability and warranties with regard to the data, information, content on the Website.
- 3.2. EncryptoTel shall not be liable for availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
- 3.3. EncryptoTel does not give any warranties regarding the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the data, information, content on the Website or any Website or services linked to the Website, or that the data, information, content available on the Website, or associated therewith, is or will be uninterrupted or error-free or that such errors or defects will be fixed or that the Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions.
- 3.4. The data, information, content on the Website may not always be entirely accurate, comprehensive, complete or up-to-date and may also contain technical inaccuracies or typographical errors - no representation, warranty or undertaking is given by EncryptoTel. In particular, EncryptoTel shall not be obliged to remove any outdated information from the Website or to expressly mark it as outdated. You should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.
- 3.5. Using internet-based systems involves risks, including but not limited to failures in software, hardware or Internet links, etc. In view of the fact that EncryptoTel cannot control the reliability and availability of the Internet, we will not be responsible for any distortion, delay and link failure.

4. HYPERLINKS

- 4.1. The Website and its pages may contain hyperlinks (links) to the third-party websites and (or) services, which EncryptoTel does not maintain and (or) control. All hyperlinks (links) to such websites and (or) services are provided for your convenience, but they shall not be considered as recommended by EncryptoTel, including for the purposes of visit.
- 4.2. You shall bear entirely all the risks of both using of the hyperlinks (links) and accessing to such websites (services): EncryptoTel and (or) its affiliates do not provide any representation, warranty or undertaking regarding their safety and conformity to any expectations. Links to such third-party material, product, data, information, services and (or) websites do not mean any approval and (or) any endorsement by EncryptoTel and (or) its affiliates of such third-party material or the material, product, data, information, services and (or) websites published and (or) offered by third party.
- 4.3. EncryptoTel and (or) its affiliates shall disclaim any responsibility and shall not be held liable for any third-party information or data placed on Websites or services, linked to on the Website and shall not be held liable for any loss arising from you enjoying access to or utilizing such websites and (or) services. You acknowledge sole responsibility for and assume all risks arising from use of any third-party material, product, data, information, services and (or) websites.
- 4.4. EncryptoTel and (or) its affiliates do not approve or support such websites through inclusion or placement of any such hyperlink.
- 4.5. EncryptoTel and (or) its affiliates shall not be considered associated or affiliated in any manner with any trade, service or brand marks, logos, insignia or other devices utilized or appearing on websites at links provided on the Website under whatever conditions.



- 4.6. All materials contained within Website shall be reviewed in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, disclosures or hedge clauses apply to any partial document or material in the same manner as they do the whole and will be deemed incorporated in the portion of any material or document that you consult or download.
- 4.7. Users of the Website should seek independent financial advice prior to making any investment decision and no information or material on the Website shall constitute general or specific investment, legal, tax or accounting advice of any kind.
- 4.8. In no event will EncryptoTel and (or) its affiliates be liable to any person for any loss arising out of any use of the information contained on the Website, or on any other hyper-linked website.

5. PERSONAL DATA PROTECTION

- 5.1. Please refer to the Privacy Policy for the provisions relating to the collection and use by EncryptoTel of your personal information.
- 5.2. EncryptoTel may collect certain personal information about you such as your name, address, telephone number, email address details and other information that you submit to us on the Website and that may be treated as personal data and non-identification information.
- 5.3. We use this information to ensure compliance with our regulatory obligations and for our own internal purposes.