

# Terms of Service

## 1. Introduction

1.1 Hicup ("Hicup") is owned and operated by Ofek & Daniel Bransky. Your use of Hicup is governed by a legal agreement between you and Hicup consisting of the Hicup Terms of Service.

1.2 You may use Hicup to communicate with other users, send audio messages, send music files, receive and play messages from other users

1.3 You accept the Terms by either (1) clicking to agree or accept where these options are presented to you, or (2) actually using the Hicup application.

1.4 In order to use Hicup you must be 13 years of age or older. If you are between 13 and 18 years of age, you must have your parent or legal guardian's permission to use Hicup.

## 2. Ownership of the Hicup application

2.1 You agree that Hicup may stop (permanently or temporarily) providing service & a functional, working app (or any features within Hicup) to you or to users generally at the owner's sole discretion, without prior notice to you.

2.2 You agree that if Hicup disables access to your account, you may be prevented from accessing Hicup , your account details or any files or other Products that are stored with your account.

2.3 We reserve the right to update these Terms of Service later.

## 3. Your Use of Hicup

3.1 In order to access certain services in Hicup, you may be required to provide information about yourself such as your name, phone number, and country of residence. You agree that any such information you provide to Google will always be accurate, correct and up to date.

3.2 You agree to use Hicup only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree to comply with all applicable export controls, including, but not limited to, the United States Department of Commerce's Export Administration Regulations and sanctions programs administered by the United States Treasury Department's Office of Foreign Assets Control. By using Hicup, you represent and warrant that you are not prohibited from receiving exports or services under US or other applicable export laws. You agree to comply with all local laws and regulations regarding the download, installation and/or use of the application.

3.3 You agree not to access (or attempt to access) Hicup by any means other than through the interface that is provided by us, unless you have been specifically allowed to do so in a separate agreement with the owners. You specifically agree not to access (or attempt to access) Hicup through any automated means (including use of scripts, crawlers, or similar technologies).

3.4 You agree that you will not engage in any activity that interferes with or disrupts Hicup (or the servers and networks which are connected to Hicup).

3.5 Unless you have been specifically permitted to do so in a separate agreement with Hicup, you agree that you will not reproduce, duplicate, copy, sell, trade or resell Hicup for any purpose.

3.6 You agree that you are solely responsible for (and that Hicup has no responsibility to you or to any third party for) your use of the application, any breach of your obligations under the Terms, and for the consequences (including loss or damage of any kind which Hicup may suffer) of any such breach.

3.7 You agree that Hicup and/or third parties own all right, title and interest in and to Hicup, including without limitation all applicable Intellectual Property Rights of the Products. "Intellectual Property Rights"

means any and all rights existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights worldwide. You agree that you will not, and will not allow any third party to, (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Hicup product, unless otherwise permitted, (ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) in the Hicup product, (iii) use the application to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter Hicup's copyright notices, trademarks, or other proprietary rights

#### **4. Indemnification**

4.1 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Hicup, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of Hicup, including your downloading, installation, or your violation of these Terms.

#### **5. Termination**

5.1 These Terms will continue to apply until terminated by either you or Hicup as set out below.

5.2 If you want to terminate these Terms, you may do so by ceasing your use of Hicup.

5.3 Hicup may at any time, terminate these Terms with you if: (A) you have breached any provision of these Terms; or (B) Hicup is required to do so by law; or (C) Hicup decides to no longer provide the Hicup application.

5.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Hicup have benefited from, been subject to (or which have accrued over time whilst these Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 11.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

#### **6. User content & conduct**

6.1 You may create or provide content, data, audio files, images, and other items (collectively the "User Content"). You are solely responsible for all User Content, and we are neither responsible nor liable for such User Content or for the use, availability, deletion, correction, destruction, damage, or loss thereof. You will not create, upload, transmit, publish or otherwise use, any User Content that: (a) infringes upon or violates the rights of any third party including any copyright, trademark, trade secret, or other intellectual property rights, rights of publicity, rights of privacy, or contract rights; (b) is illegal, defamatory, obscene, pornographic, vulgar, indecent, lewd, offensive, threatening, abusive, harmful, inflammatory, deceptive, false, misleading, or fraudulent; (c) promotes hatred, discrimination, bigotry, racism, harassment, violence or harm against any individual or group; (d) violates, or encourages any conduct that would violate, any applicable laws, rules or regulations or give rise to any civil liability; (e) contains any viruses, corrupted data or other harmful, disruptive or destructive files; (f) restricts, interferes with or inhibits any other person from using or enjoying Descript; (g) that is directed to children under 13, contains any protected health information or involves financial products or services; or (h) that would otherwise expose us or any third party to liability, special regulations, or harm of any kind. We reserve the right to delete or block access to any User Content at any time and for any reason in its sole discretion, including if it receives any notices or otherwise believes that such User Content may be in violation of these Terms or may otherwise violate the rights of, or cause any harm or liability of any kind to, us or any third party.

6.2 We claim no ownership rights in your User Content. You hereby grant to us a nonexclusive, royalty-free, sublicensable, worldwide license to access, reproduce, distribute, process, publish, display, perform, adapt, modify, analyze, and otherwise use the User Content to provide, maintain, and improve Descript and the Descript technology, without compensation to you, provided that our use of any Projects you create is subject to the usage limitations and confidentiality obligations set forth in Section 9 below.

6.3 You are solely responsible for the User's conduct and agree not to do any of the following in connection with Hicup: (a) use Hicup in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying and using Hicup or that could damage, disable, disrupt, overburden or impair the functioning of Hicup in any manner; (b) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (c) stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users; (d) send distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes; (e) harvest or otherwise collect or disclose information about other users without their consent; (f) use Hicup for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms; or circumvent or attempt to circumvent any filtering, security measures or other features we may from time to time adopt to protect us.

## **7. Privacy Policy**

7.1 You agree to our [privacy policy](#)

## **8. DISCLAIMER OF WARRANTIES**

8.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF HICUP IS AT YOUR SOLE RISK AND THAT HICUP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 YOUR USE OF HICUP IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

8.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HICUP FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.4 THIS PRODUCT IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

# Hicup Privacy Policy

## 1. Introduction

This Privacy Policy sets out how we, The owners of “Hicup” application use and protect your personal data that you provide to us, or that is otherwise obtained or generated by us, in connection with your use of our cloud-based messaging services (the “**Services**”). For the purposes of this Privacy Policy, ‘**we**’, ‘**us**’ and ‘**our**’ refers to Hicup, and ‘**you**’ refers to you, the user of the Services.

### *1.1 Privacy Principles*

We have two fundamental principles when it comes to collecting and processing private data:

- We **don't (and can't)** see your messages & sent data– we use end to end encryption
- We only store the data that Hicup needs to function as a secure unique messaging service

### *1.2. Terms of Service*

This Privacy Policy forms part of our Terms of Service,

This Privacy Policy should therefore be read in conjunction with those terms.

## 2. Legal Ground for Processing Your Personal Data

We process your personal data on the ground that such processing is necessary to further our legitimate interests (including: (1) providing effective and innovative Services to our users; and (2) to detect, prevent or otherwise address fraud or security issues in respect of our provision of Services), unless those interests are overridden by your interest or fundamental rights and freedoms that require protections of personal data.

## 3. What Personal Data We Use

### *3.1. Basic Account Data*

Hicup is a communication service. You provide your mobile number and basic account data (which may include profile name, profile picture) to create a Hicup account.

For someone to contact you on Hicup, he will need the phone number you signed up with.

We do not publish or publicly display your contact details, They are stored on our servers.

### *3.2. Your Phone number & contacts*

When you sign up to the Hicup application, we store your phone number on our servers, and ask permission to read your contacts.

When someone has your phone number saved in their contacts and sends you a message, the message will be sent to the account associated with your phone number.

When you send a message to one of your contacts, that contacts' phone number is sent to our servers (so we can forward your message to him).

### *3.3. Your Messages*

#### 3.3.1. Messages

*Hicup* uses end-to-end encryption. This means that all data is encrypted with a key that only you and the recipient know. There is **no way** for us or anybody else without direct access to your device to learn what content is being sent in those messages. We do not store your secret chats on our servers. We also do not keep any logs for messages in secret chats, so after a short period of time we no longer know who or when you messaged via secret chats.

#### 3.3.2. Media in Secret Chats

When you send audio files, before being uploaded, each item is encrypted with a separate key, not known to the server. This key and the file's location are then encrypted again, this time with the secret chat's key — and sent to your recipient. They can then download and decipher the file. This means that the file is technically on our servers, but it looks like a piece of random binary data to everyone except for you and the recipient. We don't know what this random data stands for.

## 4. Keeping Your Personal Data Safe

### *4.1. End-to-End Encrypted Data*

Your messages, media and files, are processed only on your device and on the device of your recipient. Before this data reaches our servers, it is encrypted with a key known only to you and the recipient. While Hicup servers will handle this end-to-end encrypted data to deliver it to the recipient, we have no ways of deciphering the actual information. In this case, we neither store nor process your personal data, rather we store and process random sequences of symbols that have no meaning without the keys which we don't have.

#### *4.2. Retention*

Unless stated otherwise in this Privacy Policy, the personal data that you provide us will only be stored for as long as it is necessary for us to fulfill our obligations in respect of the provision of the Services.

## 5. Processing Your Personal Data

#### *5.1. Our Services*

Hicup is a cloud service. We will process your data to deliver your message history, including messages, media and files, to any devices of your choosing without a need for you to use third-party backups or cloud storage.

## 6. Deleting data

#### *6.2. Account Self-Destruction*

By default, if you stop using Hicup and do not come online for at least 6 months, your account will be deleted along with all pieces of data you store in the cloud.

## 7. Google analytics

#### *7.1. Data passed on to google*

We use data for analytics and measurement to understand how our services are used. For example, we analyze data about your app usage to do things like optimize product design. And we also use data about the people you interact with to help us understand the performance of our app. We use a variety of tools to do this, including Google Analytics. When you use our application, you agree for us to pass information Google Analytics, Google and a Google Analytics customer n about your activity from the application to activity from other sites that use our google services.