Encryptics Terms of Service

(Last Revised: June 11, 2015)

Welcome to Encryptics. Please read these terms of service (these "**Terms**") carefully as they, together with the applicable Service Agreement (the "**Service Agreement**"), form a contract between you and Encryptics, LLC the entity listed in Section 17 of these Terms ("**Encryptics**", "**we**", "**us**", or "**our**") that governs your access and use of: (i) the data protection solution provided by Encryptics for the secure delivery and storage of data (collectively, "**Encrypted Data**"); (ii) software provided or made available by Encryptics (the "**Software**"); (iii) the Encryptics websites or applications; and, (iv) any written or electronic use or features guides or other documentation provided or made available by Encryptics (the "**User Guides**") (collectively the "**Encryptics Service(s)**").

By registering or using any of the Encryptics Services you agree to be bound by these Terms. If you are using the Encryptics Services on behalf of an organization, you are agreeing to these Terms for that organization and promising to Encryptics that you have the authority to bind that organization to these Terms (in which event, "you" and "your" will refer to that organization) unless that organization has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Encryptics Service. You may use the Encryptics Services only in compliance with these Terms and only if you have the power to form a contract with Encryptics and are not barred under any applicable laws from doing so. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE SERVICES. Should you have any questions concerning this Agreement, please contact legal@encryptics.com.

Please note that Encryptics doesn't provide warranties for the Encryptics Services. This contract also limits our liability to you. See Sections 14 and 16 for details.

1   Changes to These Terms

We reserve the right to revise these Terms from time to time. We will date and post the most current version of these Terms on the Encryptics website. Any changes will be effective upon posting the revised version of these Terms on the Encryptics Service (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Encryptics Service and/or by email to the email address associated with your account. Notice of other changes may be provided via http://encryptics.com (the "Site") or related Encryptics blogs. Therefore, we encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated. Your continued access or use of any portion of the Encryptics Service constitutes your acceptance of such changes. If you don't agree to any of the changes, we're not obligated to keep providing the Encryptics Service, and you must cancel and stop using the Encryptics Service.

2   Access to the Encryptics Service

You may use the Encryptics Service, on a non-exclusive basis, solely in strict compliance with these Terms and all applicable laws.

3   Your Account

To obtain access to certain Encryptics Services, you may be required to obtain an account with Encryptics (become a "Registered User"), by completing a registration form and designating a user ID and password. Until you apply for and are approved for a Encryptics Business or a Encryptics Enterprise account, your access to the Encryptics Service will be limited to the areas of the Encryptics Service, if any, that Encryptics makes available to the general public. When registering with Encryptics you must: (a) provide true, accurate, current and complete information about yourself as requested by the Encryptics Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Encryptics may withdraw such approval at any time in its sole discretion, with or without cause.

Only you may use your Encryptics account. You must keep your account and passwords confidential and not authorize any third party to access or use the Encryptics Service on your behalf, unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Encryptics Service. You are responsible for all activities that take place with your account. Encryptics will not be liable for any loss or damage arising from any unauthorized use of your accounts.

If a third party such as an employer, or school gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and access your Encrypted Data. If you are an individual Registered User of the Encryptics Service, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establishes a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between Encryptics and such organization and controlled by such organization.

4   Consent to Electronic Communications and Solicitation

By registering with Encryptics, you understand that we may send you communications or data regarding the Encryptics Services, including but not limited to (a) notices about your use of the Encryptics Services, including any notices concerning violations

of use, (b) updates, and (c) promotional information and materials regarding Encryptics products and services, via electronic mail. We give you the opportunity to opt-out of receiving electronic mail from us by following the opt-out instructions provided in the message.

5   Encrypted Data

Except for material that we license to you, we don't claim ownership of any Encrypted Data that is transmitted, stored, or processed in your account(s). We also don't control, verify, or endorse the Encrypted Data that you and others make available on the Encryptics Service.

We provide functions that allow you to control who may access your Encrypted Data. If you enable the features that allow you to share the Encrypted Data with others, anyone you've shared content with (including the general public, in certain circumstances) may have access to your Encrypted Data.

You hereby grant Encryptics and its contractors the right, to use, modify, adapt, reproduce, distribute, display and disclose Encrypted Data verification information posted on the Encryptics Service solely to the extent necessary to provide the Encryptics Service or as otherwise permitted by these Terms.

You represent and warrant that: (a) you have all the rights in the Encrypted Data necessary for you to use the Encryptics Service and to grant the rights in this Section; and, (b) the storage, use or transmission of the Encrypted Data doesn't violate any law or these Terms.

You will: (a) be solely responsible for the nature, quality and accuracy of the Encrypted Data; (b) ensure that the Encrypted Data (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Encrypted Data, including any notices sent to you by any person claiming that any Encrypted Data violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (d) maintain appropriate security, protection and backup copies of the Encrypted Data, which may include, your use of additional encryption technology to protect the Encrypted Data from unauthorized access. Encryptics will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Encrypted Data.

You must immediately notify Encryptics in writing of any unauthorized use of any (a) Content (b) any Account or (c) the Encryptics Service that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide Encryptics with such cooperation and assistance related to any such unauthorized use as Encryptics may reasonably request.

6   Encrypted Service in the United States

The Encryptics Service is provided from the United States. By using and accessing the Encryptics Service, you understand and consent to the storage and processing of the Encrypted Data and any other personal information in the United States. Encryptics reserves the right to store and process personal information outside of the United States, and will use commercially reasonable efforts to provide you with at least 30 days notice of any such changes in the processing location.

7   Suspension and Termination of Customers Use of the Encryptics Service

We reserve the right, to temporarily suspend or terminate your access to the Encryptics Service at any time in our sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Encryptics Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Encryptics Services in a manner that may cause Encryptics to have legal liability or disrupt others' use of the Encryptics Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive bandwidth; or (f) unplanned technical problems and outages. If, in Encryptics determination, the suspension might be indefinite and/or Encryptics has elected to terminate your access to the Encryptics Service, Encryptics will use commercially reasonable efforts to notify you through the Encryptics Service. You acknowledge that if your access to the Encryptics Service is suspended or terminated, you may no longer have access to the Encrypted Data utilizing the Encryptics Service.

Upon termination by Encryptics, for reasons other than cause, or at your direction, you may request access to your Encrypted Data, which we will make available for an additional fee. You must make such request with thirty (30) days following termination. Otherwise, any Encrypted Data you have created utilizing the Encryptics Service may not be accessible, and we will have no obligation to maintain any data stored in your account.

In addition to other termination provisions, if your account it not currently subject to a paid subscription plan with us, we at our discretion may terminate your account if: (a) you do not engage in any activity in your account within thirty (30) days after becoming a Registered User, or (b) you do not engage in any activity in your account for any period of one-hundred and twenty (120) consecutive days. In the event of such termination, any Encrypted Data you may have stored will be lost.

8   Acceptable Use

You must not use the Encryptics Service to harm others or the Encryptics Service. For example, you must not use the Encryptics Service to harm, threaten, or harass another person, organization, or Encryptics and/or to build a similar service or website. You must not: damage, disable, overburden, or impair

the Encryptics Service (or any network connected to the Encryptics Service); resell or redistribute the Encryptics Service or any part of it; use any unauthorized means to modify, reroute, or gain access to the Encryptics Service or attempt to carry out these activities; or use any automated process or Encryptics Service (such as a bot, a spider, or periodic caching of information stored by Encryptics) to access or use the Encryptics Service. In addition, you promise that you will not and will not encourage or assist any third party to:

a. modify, alter, tamper with, repair or otherwise create derivative works of any Software;
b. reverse engineer, disassemble or decompile the software used to provide or access the Encryptics Service, including the Software, or attempt to discover or recreate the source code used to provide or access the Encryptics Service, except and only to the extent that the applicable law expressly permits doing so;
c. use the Encryptics Service in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, any User Guides or any other policy, instruction or terms applicable to the Encryptics Service that are available on the Encryptics Service ("Policies");
d. sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Encryptics Services to any third party;
e. remove, obscure or alter any proprietary rights notice pertaining to the Encryptics Service;
f. access or use the Encryptics Service in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
g. use the Encryptics Service in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or other situations in which the failure of the Encryptics Service could lead to death, personal injury, or physical property or environmental damage;
h. use the Encryptics Service to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through Encryptics unless your account is subject to a small office, home office, business or enterprise subscription; (iv) store or transmit inappropriate Encrypted Data, such as Encrypted Data: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (iv) store or transmit any Encrypted Data that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (v) abuse, harass, stalk or otherwise violate the legal rights of a third party;

i. interfere with or disrupt servers or networks used by Encryptics to provide the Encryptics Service or used by other users' to access the Encryptics Service, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or the Encryptics Service;
j. access or attempt to access Encryptics other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;
k. cause, in Encryptics sole discretion, inordinate burden on the Encryptics Service or Encryptics system resources or capacity; or
l. share passwords or other access information or devices or otherwise authorize any third party to access or use the Software or the Encryptics Service.
m. Encryptics reserves the right, in its sole discretion, to deactivate, change and/or require you to change your Encryptics user ID for any reason or for no reason. Encryptics may exercise such right at any time, with or without prior notice. We will make all judgments concerning the applicability of these guidelines in our sole and exclusive discretion. We reserve the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any Encrypted Data.

9   Updates to the Encryptics Service

Encryptics reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Encryptics Service at any time. We may add or remove functionalities or features, and we may suspend or stop a Encryptics Service altogether.

10   Software

If you receive Software from us, its use is governed in one of two ways: If you're presented with license terms that you must accept in order to use the Software, those terms apply; if no license is presented to you, these Terms apply. We reserve all other rights to the Software.

We may automatically check your version of the Software. We may also automatically download to your computer or device new versions of the Software.

Any Software is licensed, not sold. You must not work around any technical limitations in the Software.

The Software is subject to applicable U.S. export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end

users, and end use. Without limitation, you may not transfer the Software or Encryptics Service without U.S. government permission to anyone on U.S. government exclusion lists (see the Commerce Department's compliance list at http://www.bis.doc.gov/complianceandenforcement/liststochec k.htm). You represent and warrant that you're not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed above.

11 Third Party Encryptics Services and Encrypted Data

All transactions using Encryptics services are between the transacting parties only. The Encryptics Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; you acknowledge that we are not responsible for such content or services. We may also provide some content to you as part of the Encryptics Services. However, Encryptics is not an agent of any transacting party, nor or we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third party content you access with the Encryptics Services, and you irrevocably waive any claim against us with respect to such sites and third-party content. Encryptics shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You are solely responsible for your dealings with any third party related to the Encryptics Services, including the delivery of and payment for goods and services. Should you have any problems resulting from your use of any third party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

12 Encryptics Proprietary Rights

As between Encryptics and you, Encryptics or its licensors own and reserve all right, title and interest in and to the Encryptics Service and all hardware, software and other items used to provide the Encryptics Service, other than the rights explicitly granted to you to use the Encryptics Service in accordance with this Terms. No title to or ownership of any proprietary rights related to the Encryptics Service is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by Encryptics. In the event that you provide comments, suggestions and recommendations to Encryptics with respect to the Encryptics Service (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Encryptics Service) (collectively, "Feedback"), You hereby grant to Encryptics a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Encryptics Service.

13 Privacy

In order to operate and provide the Encryptics Service, we collect certain information about you. As part of the Encryptics Service, we may also automatically upload information about your computer or device, your use of the Encryptics Service, and Encryptics Service performance. We use and protect that information as described in the privacy policy located at http://encryptics.com/legal/ ("Privacy Policy"). You further acknowledge and agree that we may access or disclose information about you, including the metadata of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of Encryptics or our customers, including the enforcement of our agreements or policies governing your use of the Encryptics Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Encryptics employees, customers, or the public.

We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Encryptics Service as part of our efforts to protect the Encryptics Service, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Encryptics Service.

14 No Warranty

ENCRYPTICS PROVIDES THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENCRYPTICS MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15 Indemnification

To the extent permitted by law, You will defend Encryptics against any cost, loss, damage, or other liability arising from any third party demand or claim that any Encrypted Data provided by you, or your use of the Encryptics Service, in breach of these Terms: (a) infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Encryptics actions); or, (b) violates applicable law or these Terms. Encryptics will reasonably notify you of any such claim or demand that is subject to your indemnification obligation. To the extent permitted by law, Encryptics will have no liability for any third party claim that arises out of: (a) any unauthorized use, reproduction, or distribution of the Encryptics Service by

Customer; (b) use of the Encryptics Service in combination with any other software or equipment not supported in the User Guide; or (c) any modification or alteration of the Encryptics Service by anyone other than Encryptics without the written approval of Encryptics.

16 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ENCRYPTICS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF ENCRYPTICS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF ENCRYPTICS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE GREATER OF AN AMOUNT EQUAL TWELVE (12) MONTHS OF YOUR SERVICE FEE FOR THE SERVICE. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

17 Contracting Party; Governing Law; Location for Resolving Disputes

You are contracting with Encryptics with an address at 6850 Austin Centre Blvd, Suite 320, Austin, Texas 78731, U.S.A. The laws of the State of Texas, U.S.A. govern the interpretation of these Terms and apply to claims for breach of these Terms, regardless of conflict of laws principles. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will, only to the extent required by applicable law, be subject to the laws of your state of residence in the United States, or, if you live outside the United States, the laws of the country in which you reside. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts for Travis County, Texas, U.S.A., for all disputes arising out of or relating to these Terms. Encryptics may assign this contract to another entity at any time.

18 Notices

We may send you, in electronic form, information about the Encryptics Service, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Encryptics Service or by access to a website that we identify. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Encryptics Service. You may provide legal noticed to us via email to legal@encryptics.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: Encryptics, Attn: Legal, 6850 Austin Centre Blvd, Suite 320, Austin, Texas 78731, U.S.A. Any such notice, in either case, must specifically reference that it is a notice given under these Terms.

19 Payments and Refunds

The fees applicable for the Encryptics Service ("Fees") are available on the Site and/or in Encryptics then-current published price list. The price stated for the Encryptics Service excludes all taxes and charges, unless stated otherwise. You're responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements). You will pay the Fees in the currency Encryptics quoted for your account. Encryptics reserves the right to change the quoted currency at any time.

In addition to any Fees, you may still incur charges incidental to using the Encryptics Service, for example, charges for Internet access, data roaming, and other data transmission charges.

You must be authorized to use the payment method that you enter when you create a billing account. You authorize us to charge you for the Encryptics Service using your payment method and for any paid feature of the Encryptics Service that you choose to sign up for or use while these Terms are in force. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Encryptics Services. Also, we may charge you up to the amount you've approved, and we'll notify you in advance of the difference for recurring subscription Encryptics Services. We may bill you simultaneously for more than one of your prior billing periods. Once we have informed you that the Encryptics Service will be provided indefinitely or automatically renewed, we may automatically renew your Encryptics Service and charge you for any renewal term.

You must keep all information in your billing account current. You can access and modify your billing account information using the Administrative Panel. You may change your payment method at any time. If you tell us to stop using your payment method and we no longer receive payment from you for the paid Encryptics Service, we may cancel that Encryptics Service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

We'll notify you in advance, either through the Encryptics Service or to the email address you have most recently provided to us, if we change the price of the Encryptics Service. If there's a specific length and price for your Encryptics Service offer, that price will remain in force for that time. After the offer period ends, your use of the Encryptics Service will be charged at the new price. If your Encryptics Service is on a period basis (for example, monthly) with no specific length, we'll notify you of

any price change at least 30 days in advance. If you don't agree to these changes, you must cancel and stop using the Encryptics Service via a phone call to (877) 503-4781 (with cancellation confirmation from a Encryptics representative) no later than thirty (30) days prior to the conclusion of your current payment term, whether monthly, yearly, or otherwise. If you cancel, your Encryptics Service ends at the end of your current Encryptics Service period or, if we bill your account on a period basis, at the end of the period in which you canceled. If you fail to cancel as required, we will automatically renew the Encryptics Service for the same term and will charge your payment information on file with us commencing on the first day of the renewal term.

Payments for: (a) all single-seat accounts, and (b) Business or Enterprise accounts registered to pay via credit card, are due the date the invoice is posted on your account; and (c) all Business or Enterprise accounts registered to pay via check, wire-transfer, or Automated Clearing House (ACH), are due within thirty (30) days of billing date unless otherwise agreed-to by the parties in writing. Notwithstanding the foregoing, the last day of the 14-day trial signifies the due date of the first payment. If payment is not received by Encryptics on the due date, user's account will be frozen, inaccessible, and all shared links will be turned off until all outstanding payments have been processed by Encryptics. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 90 days, user's account will be deactivated and all files will no longer be retrievable.

Unless we notify you otherwise, if you're participating in any trial period offer, you must cancel the Encryptics Service by the end of the trial period to avoid incurring new charges. If you do not cancel your Encryptics Service and we have told you the Encryptics Service will convert to a paid subscription at the end of the trial period, you authorize us to charge your payment method for the Encryptics Service.

Except as specifically set forth in this section, all Encryptics Services are prepaid for the period selected (monthly, yearly or otherwise) and are non-refundable. This includes accounts that are renewed.

If you are currently on our free 14-day trial, you may cancel or downgrade your account, free of charge, at any time until fourteen (14) days after your account was created. (The Start of Service constitutes the first day of the 14-day trial.)

If you are a non-trial user (such as a Personal, Business, Enterprise, or legacy plans such as Individual, Pro, Premium and Plus) you will not be issued a refund for your most recent (or any previous) billing, unless you are a NON-TRIAL annual subscriber, in which event you may obtain a refund for a renewal fee only if you do so within 30 days of the day on which you were charged for the renewal of your account; in such an event, only a partial refund equivalent to 80% of the annual renewal fee will be returned. All cancellations and downgrades are processed automatically. To cancel or downgrade, please log into the administrative screen for your account and click the link that says "Click here to cancel your account" and follow the instructions.

Except as prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1.5% of the unpaid amount each month or the maximum rate permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your Encryptics Service if you fail to pay in full on time.

20 Miscellaneous

20.1 Severability; Entire Agreement
These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Terms will remain in effect. This is the entire contract between you and us regarding the Encryptics Service. These Terms and Conditions, together with the Service Agreements supersedes any prior contract or oral or written statements regarding your use of the Encryptics Service. In the event of a direct conflict between these Terms and Conditions and the Service Agreement, the Service Agreement shall control.

20.2 Assignment and transfer
We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Encryptics Service.

20.3 Independent Contractors; No third-party beneficiaries
Encryptics and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

20.4 Claims
Claims must be filed within one year. You must bring any claim related to these Terms or the Encryptics Service within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

20.5 Waiver
The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

20.6   Government Use

If you are a U.S. government entity, you acknowledge that any Software and User Guides that are provided are "Commercial Items" as defined at 48 C.F.R. 2.101, and are being provided as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

21   Copyright Complaints and Removal Policy

Encryptics does not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise violates these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. Such notices can be reported by email us at legal@encryptics.com. We reserve the right to delete or disable access to Encrypted Data alleged to violate these Terms and to terminate repeat infringers. Our designated agent for notice of alleged copyright infringement is:

Attn: DMCA Copyright Agent Encryptics
6850 Austin Centre Blvd, Suite 320
Austin, Texas 78731, U.S.A.
Phone: (512) 649-8185
Email: legal@encryptics.com

Federal law requires your DMCA Notice to include the following information:

1. Identification of the copyrighted work that you claim has been infringed;
2. Identification of the material, including URL, that you claim is infringing, with enough detail so that we may locate it;
3. Your address, telephone number, and email address;

4. A statement declaring under penalty of perjury that (a) you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (b) the above information in your notice is accurate, and (c) you are the owner of the copyright interest involved or you are authorized to act on behalf of that owner; and
5. Your physical or electronic signature.

22   Intellectual Property Notices

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GLASSWALL END USER LICENCE AGREEMENT (EULA)

(Last Revised: June 11, 2015)

This licence agreement is between Glasswall Solutions Limited (Company Number 05573793) whose registered address is Kensall House, 77 Springfield Road, Chelmsford, Essex, CM2 6JG ("**Company**") and you (as an individual installing the software and also, where applicable, the organisation on whose behalf the individual is acting) ("**You**" "**Your**" "**Customer**").

IMPORTANT: BY ELECTING TO INSTALL THE SOFTWARE OR BY HAVING THE SOFTWARE INSTALLED ON YOUR COMPUTER SYSTEM BY COMPANY OR A THIRD PARTY (WHICH WILL BE DEEMED TO ACT AS YOUR AGENT WITH YOUR EXPRESS CONSENT), YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. HOWEVER, IF YOU HAVE SIGNED A SEPARATE AGREEMENT WITH THE COMPANY FOR THE SOFTWARE, THEN SUCH AGREEMENT SHALL APPLY TO THE EXCLUSION OF THIS ONE.

IF YOU DO NOT WISH TO ACCEPT THE TERMS OF THIS LICENCE AS STATED, THEN COMPANY IS UNWILLING TO LICENSE THE SOFTWARE TO YOU; IN WHICH EVENT, YOU MUST SELECT THE "I DISAGREE" OPTION AND/OR CLICK THE "CANCEL" BUTTON, WHEREUPON THE SOFTWARE WILL NOT INSTALL ON YOUR COMPUTER SYSTEM. YOU SHOULD THEN RETURN ANY AND ALL SOFTWARE MEDIA AND RELATED MATERIALS TO COMPANY AND YOU SHOULD ENSURE THAT ANY COPIES OF THE SOFTWARE ARE PERMANENTLY DELETED FROM YOUR COMPUTER SYSTEM.

If You are accepting this Licence on behalf of a firm, organisation or corporate entity, You warrant and represent to the Company that You have the authority to do so. If You are not so authorised, You assume sole personal liability for the obligations set out in this Licence.

This is a licence agreement and not an agreement for sale. This software licence agreement ("**Licence**") gives You certain limited rights to use, in executable code form only, the software that is supplied to You on the media with which this Licence is provided or with which this Licence has been downloaded or installed by You or on your behalf (together with technical documentation and/or user guides supplied with the packaging of, or on, the media or which installs with the software) ("**Technical Documentation**")), software keycode or hardware key (as applicable) (together the "**Software**"). You may only use the Software in accordance with the Licence Type (as defined in clause 5 below) purchased by You, and for Your internal business use ("**Purpose**"). All rights not specifically granted in this Licence are reserved to the Company and its third party licensor(s).

1. Reservation of ownership and grant of licence

1.1 The Software is protected by applicable United Kingdom and international laws, treaties and conventions regarding intellectual property or proprietary rights. Company and its third party licensor(s) retain exclusive title and ownership of the Software. It is hereby agreed that the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded if and to the extent that it applies to the Licence.

1.2 In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, Company hereby grants to the Customer a personal non-exclusive non-transferable license to use the Software on the terms and conditions of this Licence.

1.3 From the date of receipt of the Software, Customer shall use its best endeavours to protect the Software from any use, reproduction, exploitation, distribution, or publication not specifically permitted under this Licence.

1.4 Unless otherwise expressly agreed in writing, Customer is responsible for the installation of the Software and Company accepts no liability therefor.

2. Permitted uses

During the term of this Licence, Customer may:

2.1 use strictly for the Purpose only, the number of copies of the Software for which licence fees have been paid in accordance with the Licence Type or as otherwise expressly permitted hereunder;

2.2 install the licensed number of copies of the Software on Customer's own permanent computer storage device(s), computer system(s), or computer network(s) and may not transfer the Software except for temporary CPU transfer in the event of computer malfunction;

2.3 make reasonable routine computer backups of the Software and only for archival purposes and during the term of this Licence. Any and all copies of the Software and any Software content published in accordance with this Licence shall continue to be subject to this Licence and shall include the following copyright attribution notice acknowledging Company's and its third party licensor(s) proprietary rights in the Software: "Copyright [insert the actual copyright date(s) from the source materials] Glasswall Solutions Limited and its third party licensors. All rights reserved.";

2.4 permit third party consultants and contractors to access and use the Software (i) solely for the benefit of the Customer; (ii) solely for the Purpose; and (iii) strictly in accordance with this Licence. Customer shall be responsible for compliance by such consultants or contractors with the terms and conditions of this Licence and shall be liable to Company for breach of these licence terms by such third party consultants and contractors. Customer shall require such consultants and contractors to discontinue use of, and access to, the Software upon completion of the work for Customer;

2.5 move the Software in the licensed configuration to a replacement computer.

3. Uses not permitted
3.1 Unless otherwise expressly provided herein, Customer shall not:

3.1.1 either directly or indirectly engage in any form of commercial exploitation of the Software unless specifically agreed with Company in writing together with additional terms, such terms to cover without limitation the additional licensing conditions and additional licence fees. "**Commercial exploitation**" means allowing third parties access to the Software (save as provided under clause 2.4) and/or to services provided through use of the Software, regardless of whether revenue is generated by Customer; or

3.1.2 without prejudice to clause 3.1.1, sell, rent, lease, sublicence, lend, assign, time-share, or transfer, in whole or in part, or provide third parties access (except as provided under clause 2.4) to prior or present versions of the Software, any updates, or the Customer's rights or obligations under this Licence; or

3.1.3 decompile, reverse engineer, disassemble or otherwise reduce any part of the Software to human-readable form nor permit any third party to do so. The interface information necessary to achieve interoperability of the Software with independently created computer programs will be provided by Company on request and on payment of Company's reasonable costs and expenses for procuring and supplying such information. In the event that Company notifies Customer that it does not intend to make such information available for any reason, including (without limitation) cost, or does not respond to a written request by Customer within sixty (60) days of Company's receipt of that written request, Customer shall be permitted to take such steps as to achieve interoperability provided that Customer shall only reverse engineer or decompile to the extent permitted by law; or

3.1.4 copy, make error corrections to or otherwise modify or adapt or translate the Software nor create derivative works based upon the Software nor permit a third party to do so; or

3.1.5 make any attempt to unlock or bypass any software keycode and/or hardware key used nor permit a third party to do so; or

3.1.6 remove or obscure any copyright, trademark notice, or restrictive legend of Company or its third party licensor(s) nor permit a third party to do so.

3.2 Customer shall be responsible for:

3.2.1 obtaining (and maintaining for the term of this Licence) and directly entering into the relevant licences for pre-requisite third party software, services with the appropriate third parties;

3.2.2 ensuring that the relevant recommended hardware as specified in the Technical Documentation, if any, is installed at the Customer's site prior to installation of the Software.

3.3 Whilst Company has taken reasonable care to ensure that the Software is free from any harmful content, Customer shall prior to any installation of the Software have taken all prudent measures necessary to protect its computer system from any consequence arising from such installation.

4. Licence Types
4.1 **Single Use Licence** is a licence for which Customer may install the number of copies of the Software for which licence fees have been paid on a single computer for use by an authorised end-user on the computer on which the Software is installed. Customer may permit the single authorised end-user to make a second copy for such end-user's exclusive use on a portable computer so long as only one (1) copy of the Software is in use at any one time. Remote access is not permitted.

4.2 **Concurrent Use Licence** is a licence for which Customer may install the number of copies of the Software for which licence fees have been paid on multiple computers for use by authorised end-users on the computers on which the Software is installed so long as only one (1) copy of the Software is in use at any one time.

4.3 **Site Licence** is a licence for which Customer may install unlimited number of copies of the Software on multiple computers at a single Customer location for use by authorised end-users on the computers on which the Software is installed.

4.4 **Server Licence** is a licence for which Customer may install the number of copies of the Software for which licence fees have been paid on a server (being a computer system in a network environment that is shared by multiple users) and provide services to multiple authorised end-users on the same or other computers in a distributed computing environment.

4.5 **Enterprise Licence** is a licence for which the Customer or Customer Affiliates may install an unlimited number of copies of the Software on multiple computers at the Customer's or Customer Affiliates' location for use by authorised end-users on the computers on which the Software is installed. "**Customer Affiliates**" are those legal entities that Customer controls, that control the Customer, or that are under common control with the Customer where control means the ownership or control of more than fifty percent (50%) of all of the voting shares representing the right to make controlling decisions, and which are agreed in writing between the Customer and Company. Customer agrees to assume full responsibility for ensuring that the Software is used by such Customer Affiliates only in accordance with the terms of this Licence and shall indemnify Company from and against any and all claims, liabilities and expenses arising out of misuse by such Customer Affiliates. A Customer Affiliate's access to such Software will terminate automatically if that entity (or part thereof) is sold or divested, and there will be no decrease in the associated fees in such circumstances. Further entities may be

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authorised as Customer Affiliates under this Licence subject to the written mutual agreement of the parties and payment of any agreed additional fees.

5. Term of Licence

5.1 This Licence shall commence upon installation of the Software and shall continue until the earlier of the following events:

5.1.1 the Customer elects to discontinue use of the Software and terminates this Licence upon ninety (90) days' written notice to Company; or

5.1.2 Company terminates for Customer's breach of this Licence; or

5.1.3 expiry of any finite term detailed in this Licence or notified separately by Company in writing.

5.2 Upon termination of this Licence, Customer shall immediately discontinue use of the Software and shall return to Company or destroy the Software (including any embedded third party software code) and any whole or partial copies, codes, modifications, and merged portions thereof in any form, and if Company so requests shall certify such in writing. The parties agree that all provisions of this Licence that operate to protect the rights of Company and its third party licensor(s) shall remain in force following termination.

5.3 Audit: During the term of this Licence and for a period of two (2) years thereafter, Customer will maintain complete and accurate books and records regarding the use of the Software. During such period, Company shall have the right to inspect and audit such books and records for the purpose of confirming Customer's compliance with the terms of this Licence.

6. Limited warranty

6.1 Company warrants that for a period of ninety (90) days from the date of receipt

(i) the media upon which the Software is provided will be free from defects in materials and workmanship under normal use and service and that (ii) the unmodified Software will substantially conform with the Technical Documentation.

6.2 Except as provided by Clauses 6.1 and 8, the Software is provided "as is", without warranty or condition of any kind, either express or implied, including, but not limited to, warranties of non-infringement, merchantability, satisfactory quality, use of reasonable skill and care, or fitness for any particular purpose.

6.3 Notwithstanding anything to the contrary in this Licence, Company accepts no responsibility or liability for any third party software, data, services or elements which may be provided under the Licence, such software, data, services or elements being the responsibility of the relevant third party licensor or provider.

7. Limitation of liability

7.1 To the extent permitted by law, Company's entire liability and Customer's exclusive remedy for Company's breach of the limited warranty in clause 6 shall at Company's sole option be either:

7.1.1 the replacement of the Software to the extent necessary to comply with the warranty, when such replacement shall have the benefit of the balance of the warranty period; or

7.1.2 the return of the licence fees paid for the Software provided it is returned to Company in good condition, fair wear and tear excepted.

7.2 Company's total cumulative liability to the Customer under this Licence, shall in no event exceed 110% of the amount paid by Customer for the Software during the current annual period (beginning on the anniversary date of the current licence period), provided that Company, where held legally responsible, does not exclude or seek to limit liability for:

7.2.1 death or personal injury arising from its negligence; or

7.2.2 any other liability that cannot be excluded by applicable law.

7.3 Company shall not be liable for:

7.3.1 indirect, special, incidental, or consequential damages; or

7.3.2 actual or anticipated loss of profits; or

7.3.3 loss of goodwill; or

7.3.4 loss of business; or

7.3.5 loss of revenue or of the use of money; or

7.3.6 loss of contracts; or

7.3.7 loss of anticipated savings; or

7.3.8 losses arising from the use of the Software in high-risk activities; or

7.3.9 loss of data and/or undertaking the restoration of data or software restoration; or

7.3.10 any damages relating to the procurement by Customer of any substitute software, materials or services and all such liabilities are excluded whether they are foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 7.3.2 to 7.3.10 shall apply whether such losses are direct, indirect, special, incidental, consequential or otherwise.

7.4 In the event that any part of clause 7.3 is found to be illegal, invalid or unenforceable, the remaining sub-clauses of 7.3 shall remain in force to the maximum extent permitted by law.

8. Intellectual property rights indemnity

8.1 Provided always that Customer shall mitigate such damages, costs and expenses to the fullest extent possible, Company shall indemnify Customer against all damages, costs and expenses arising from or incurred by reason of any actual infringement of intellectual property rights in consequence of the possession or use in accordance with this Licence of any parts of the Software the intellectual property rights of which are owned by Company ("Proprietary Material"), subject to the following:

8.1.1 Customer shall promptly notify Company in writing of any infringement or alleged infringement of which Customer has notice or reasonably should have notice;

8.1.2 Customer must make no admissions without Company's prior written consent; and

8.1.3 Customer, at Company's request and expense, shall allow Company to conduct any negotiations or litigation and settle any claim. Customer shall give Company all reasonable assistance in respect thereof. The costs incurred or recovered in such negotiations or settled claim shall be for Company's account.

8.2 If at any time an allegation of infringement of intellectual property rights is made in respect of the Proprietary Material, or if in Company's reasonable opinion such an allegation is likely to be made, Company may at Company's own expense and sole option, either:

8.2.1 obtain a right for Customer to continue using the infringing Proprietary Material; or

8.2.2 modify or replace the infringing Proprietary Material so as to avoid the infringement, without detracting from the overall performance of the infringing Proprietary Material; or

8.2.3 if neither clause 8.2.1 or 8.2.2 is commercially practical, and provided the infringing Proprietary Material is returned to Company in good condition, fair wear and tear excepted, Company's sole liability shall be to refund a prorated proportion of the amount paid by Customer for the Software during the current annual period (beginning on the anniversary date of the current licence period).

9. Indemnity to Company by the Customer

Customer shall fully indemnify and hold harmless Company and its third-party licensor(s) from and against all liabilities, claims, suits or damages (including, but not limited to, legal fees, costs, judgements and reasonable expenses incurred) arising out of any use of the Software by the Customer, the Customer Affiliates, or its third party consultants and contractors which is not permitted by this Licence.

10. Equitable relief

Customer agrees that, if the Customer breaches this Licence, Company may not adequately be compensated by money damages alone and therefore Company shall be entitled without proof of special damage, in addition to any other right or remedy available to it (including, but not limited to, an action for damages), to the remedies of injunction, specific performance and other equitable relief in any court of competent jurisdiction for any actual, threatened or potential breach.

11. Export regulations

11.1 The Customer acknowledges that this Licence and the performance thereof are subject to compliance with any and all applicable United Kingdom and international laws, regulations, or orders relating to the export of computer software or know-how relating thereto ("Export Laws").

11.2 The Customer agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the Export Laws. In addition, if the Software is identified as export controlled items under the Export Laws, the Customer represents and warrants that it is not a citizen of, or otherwise located within, an embargoed nation and that it is not otherwise prohibited under the Export Laws from receiving the Software.

11.3 All rights to use the Software are granted on condition that such rights are forfeited if the Customer fails to comply with the terms of this Licence and this clause 11 in particular.

12. Force Majeure

Neither party shall be liable to the other party for a failure to perform its obligations under the Licence if such failure results from circumstances beyond the party's reasonable control, provided the party seeking to claim force majeure informs the other party as soon as practical and shall use reasonable endeavours to bring the force majeure event to a close or to find a solution by which the obligation may be performed despite the continuance of the force majeure event.

13. Assignment

The Customer may not assign, novate, or otherwise transfer any of its rights under this Licence without the prior written consent of Company.

14. Waiver

A failure by either party to enforce any of its rights under this Licence is not a waiver of those rights or any other rights it has under this Licence.

15. Governing Law

This Licence shall be subject to and construed and interpreted in accordance with English law and and shall be subject to the exclusive jurisdiction of the English courts.

16. Entire Agreement

This Licence constitutes the whole understanding between Company and the Customer in relation to the licensing of the Software and shall supersede any prior promises, representations, undertakings or implications made orally or in writing.