Terms and Conditions

This is the Lotaris Software Development Kit License Agreement.

1. Introduction

1.1 The Lotaris Software Development Kit (referred to in this License Agreement as the "SDK") is licensed to you subject to the terms of this License Agreement. This License Agreement forms a legally binding contract between you and Lotaris in relation to your use of the SDK.

1.2 "Lotaris" means Lotaris SA, a Swiss corporation with principal place of business at Rue Galilée 6, 1400 Yverdon-les-Bains, Switzerland.

2. Accepting this License Agreement

2.1 In order to use the SDK, you must first agree to this License Agreement. You may not use the SDK if you do not accept this License Agreement.

2.2 You can accept this License Agreement by:

(A) clicking to accept or agree to this License Agreement, where this option is made available to you; or

(B) by actually using the SDK. In this case, you agree that use of the SDK constitutes acceptance of the Licensing Agreement from that point onwards.

2.3 If you are agreeing to be bound by this License Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this License Agreement. If you do not have the requisite authority, you may not accept the Licensing Agreement or use the SDK on behalf of your employer or other entity.

3. SDK License from Lotaris

3.1 Subject to the terms of this License Agreement, Lotaris grants you a limited, worldwide, royalty-free, non-assignable and non-exclusive license to use SDK solely to use Lotaris services in your application.

3.2 You agree that Lotaris or its licensors own all legal right, title and interest in and to the SDK, including any Intellectual Property Rights that subsist in the SDK. "Intellectual Property Rights" mean any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Lotaris reserves all rights not expressly granted to you.

3.3 Except to the extent required by applicable third party licenses, you may not copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the SDK or any part of the SDK. Except to the extent required by applicable third party licenses, you may not load any part of the SDK onto a mobile handset or any other hardware device except a personal computer, combine any part of the SDK with other software, or distribute any software or device incorporating a part of the SDK.

3.4 Some modules of the SDK are governed by open source software licenses, in particular Bouncy Castle: http://www.bouncycastle.org/licence.html   and   Ms-PL: http://www.microsoft.com/en-us/openness/licenses.aspx. Use, reproduction and distribution of components of the SDK licensed under an open source software licenses are governed solely by the terms of that open source software license and not this License Agreement.

3.5 You agree that the form and nature of the SDK that Lotaris provides may change without prior notice to you and that future versions of the SDK may be incompatible with applications developed on previous versions of the SDK. You agree that Lotaris may stop (permanently or temporarily) providing the SDK (or any features within the SDK) to you or to users generally at Lotaris' sole discretion, without prior notice to you.

3.6 Nothing in this License Agreement gives you a right to use any of Lotaris' trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

3.7 You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the SDK.

4. Use of the SDK by You

4.1 Lotaris agrees that it obtains no right, title or interest from you (or your licensors) under this License Agreement in or to any software applications that you develop using the SDK, including any intellectual property rights that subsist in those applications.

4.2 You agree to use the SDK and write applications only for purposes that are permitted by (a) this License Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

4.3 You agree that if you use the SDK to develop applications for general public users, you will protect the privacy and legal rights of those users. If the users provide you with user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your application, and you must provide legally adequate privacy notice and protection for those users. If your application stores personal or sensitive information provided by users, it must do so securely.

4.4 You agree that you will not engage in any activity with the SDK, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party.

4.5 You agree that you are solely responsible for (and that Lotaris has no responsibility to you or to any third party for) any data, content, or resources and/or applications that you create, transmit or display, and for the

consequences of your actions (including any loss or damage which Lotaris or any third party may suffer) by doing so.

4.6 You agree that you are solely responsible for (and that Lotaris has no responsibility to you or to any third party for) any breach of your obligations under this License Agreement, any applicable third party contract or Terms of Service, or any applicable law or regulation, and for the consequences (including any loss or damage which Lotaris or any third party may suffer) of any such breach.

5. Your Developer Credentials

You agree that you are responsible for maintaining the confidentiality of any developer credentials that may be issued to you by Lotaris or which you may choose yourself and that you will be solely responsible for all applications that are developed under your developer credentials.

6. Third Party Applications

6.1 If you use the SDK to run applications developed by a third party or that access data, content or resources provided by a third party, you agree that Lotaris is not responsible for those applications, data, content, or resources. You understand that all data, content or resources which you may access through such third party applications are the sole responsibility of the person from which they originated and that Lotaris is not liable for any loss or damage that you may experience as a result of the use or access of any of those third party applications, data, content, or resources.

6.2 You should be aware the data, content, and resources presented to you through such a third party application may be protected by intellectual property rights which are owned by the providers (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on these data, content, or resources (either in whole or in part) unless you have been specifically given permission to do so by the relevant owners.

6.3 You acknowledge that your use of such third party applications, data, content, or resources may be subject to separate terms between you and the relevant third party. In that case, this License Agreement does not affect your legal relationship with these third parties.

7. Terminating this License Agreement

7.1 This License Agreement will continue to apply until terminated by either you or Lotaris as set out below.

7.2 If you want to terminate this License Agreement, you may do so by ceasing your use of the SDK and any relevant developer credentials.

7.3 Lotaris may at any time, terminate this License Agreement with you if:

(A) you have breached any provision of this License Agreement or any agreement you have with us; or

(B) Lotaris is required to do so by law; or

(C) the partner with whom Lotaris offered certain parts of SDK (such as APIs) to you has terminated its relationship with Lotaris or ceased to offer certain parts of the SDK to you; or

(D) Lotaris decides to no longer providing the SDK or certain parts of the SDK to users in the country in which you are resident or from which you use the service, or the provision of the SDK or certain SDK services to you by Lotaris is, in Lotaris's sole discretion, no longer commercially viable.

7.4 When this License Agreement comes to an end, all of the legal rights, obligations and liabilities that you and Lotaris have benefited from, been subject to (or which have accrued over time whilst this License Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 12.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

8. DISCLAIMER OF WARRANTIES

8.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SDK IS AT YOUR SOLE RISK AND THAT THE SDK IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM LOTARIS.

8.2 YOUR USE OF THE SDK AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SDK IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

8.3 LOTARIS 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.

9. LIMITATION OF LIABILITY

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10. Indemnification

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Lotaris, 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 attorney's fees) arising out of or accruing from (a) your use of the SDK, (b) any application you develop on the SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with this License Agreement.

11. Changes to the License Agreement

Lotaris may make changes to the License Agreement as it distributes new versions of the SDK. When these changes are made, Lotaris will make a new version of the License Agreement available on the website where the SDK is made available.

12. General Legal Terms

12.1 This License Agreement constitute the whole legal agreement between you and Lotaris and govern your use of the SDK (excluding any services which Lotaris may provide to you under a separate written agreement), and completely replace any prior agreements between you and Lotaris in relation to the SDK.

12.2 You agree that if Lotaris does not exercise or enforce any legal right or remedy which is contained in this License Agreement (or which Lotaris has the benefit of under any applicable law), this will not be taken to be a formal waiver of Lotaris' rights and that those rights or remedies will still be available to Lotaris.

12.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this License Agreement is invalid, then that provision will be removed from this License Agreement without affecting the rest of this License Agreement. The remaining provisions of this License Agreement will continue to be valid and enforceable.

12.4 You acknowledge and agree that each member of the group of companies of which Lotaris is the parent shall be third party beneficiaries to this License Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this License Agreement that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to this License Agreement.

12.5 Export Restrictions. You must comply with all domestic and international export laws and regulations that apply to the SDK. These laws include restrictions on destinations, end user and end use.

12.6 The rights granted in this License Agreement may not be assigned or transferred by either you or Lotaris without the prior written approval of the other party. Neither you nor Lotaris shall be permitted to

delegate their responsibilities or obligations under this License Agreement without the prior written approval of the other party.

12.7 This License Agreement, and your relationship with Lotaris under this License Agreement, shall be governed by the laws of Switzerland without regard to its conflict of laws provisions. You and Lotaris agree to submit to the exclusive jurisdiction of the courts of the State of Vaud, Switzerland to resolve any legal matter arising from this License Agreement. Notwithstanding this, you agree that Lotaris shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.