

# User Agreement

Welcome, and thanks for using miniorange.com, login.xecurify.com and/or other Xecurify services, plugins, add-ons and apps! When you use our products and services, you're agreeing to our terms, so please take a few minutes to read over the User Agreement below.

Note: You are entering into a legally binding agreement.

## 1. Introduction

We are a Single Sign-On network and online platform for enterprises.

### 1.1. Purpose

The mission of Xecurify is to provide a Single Sign-On capability and authentication capability to the world's enterprises to enable them to be more productive and successful. To achieve our mission, we make services available through our websites, mobile applications, add-ons and plugins, to help you, your users, and millions of other enterprises secure and improve ease of access to their applications.

### 1.2. Scope and Intent

When you use Xecurify's services, plugins, add-ons and apps (including Xecurify and login.xecurify.com), you are entering into a legal agreement and you agree to all of these terms.

You also agree to our Privacy Policy, which covers how we collect, use, share, and store your personal information.

You agree that by registering on Xecurify, miniorange.com or login.xecurify.com or by using our websites, including our mobile applications, plugins, add-ons premium services, or any content or information provided as part of the Xecurify services (collectively, including Xecurify and login.xecurify.com, "Xecurify" or the "Services"), you are entering into a legally binding agreement with Xecurify Inc, 105 N 1<sup>ST</sup> ST Suite, 429 San Jose, CA 95103-3005 if you reside in the United States, ("we," "us," "our," and "Xecurify") based on the terms of this Xecurify User Agreement and the Xecurify Privacy Policy which is hereby incorporated by reference (collectively referred to as the "Agreement"), whether as a registered member on miniorange.com, login.xecurify.com and/or other Service, as applicable ("Member"), or unregistered user ("Visitor"). If you are using

Xecurify on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. If you do not agree with this Agreement, do NOT click “Sign Up Now” and do not access, view, download or otherwise use any Xecurify webpage, content, information or services. By clicking, “Sign Up Now” (on miniorange.com) or similar, or by using any Service, you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. Please note that the Xecurify User Agreement and Privacy Policy are also collectively referred to as Xecurify’s “Terms of Service.”

## **2. Your Obligations**

### **2.1. Applicable laws and this Agreement**

#### **Some promises you make to us in this Agreement:**

You will follow the law and Xecurify’s rules.

You must comply with all applicable laws and this Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections and related webpages:

- DOs and DON’Ts;
- Complaints Regarding Content Posted on the Xecurify Website;
- Xecurify’s Privacy Policy; and
- Other specific rules for particular Services, such as Groups.

### **2.2. License and warranty for your submissions to Xecurify**

You own what you own.

As between you and Xecurify, you own the content and information you provide Xecurify under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users.

You promise to only provide us information and content that you have the right to give us.

Any content or information you submit to us is at your own risk of loss. By providing content or information to us, you represent and warrant that you are entitled to submit it and that it is not in violation of any law, contractual restrictions or other third party rights (including any intellectual property rights).

It is your responsibility to keep your Xecurify information accurate and updated.

For plugins or add-ons where apart from registration information of the member, all data is stored with the member, Xecurify is not liable for the loss of any such information which is outside Xecurify cloud service or miniorange.com domains.

### **2.3. Service Eligibility**

You are eligible to enter into this contract and you are at least our “Minimum Age.”

The information you provide is truthful.

To be eligible to use the Services, you must meet the following criteria and represent and warrant that you: (1) are the “**Minimum Age**” (defined below) or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having a Xecurify account, (3) are not a competitor of Xecurify or are not using the Services for reasons that are in competition with Xecurify; (4) will only maintain one Xecurify account (one login.xecurify.com account, if applicable) at any given time; (5) will use your real name and only provide accurate information to Xecurify; (6) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (7) will not violate any rights of Xecurify or third party, including intellectual property rights such as copyright or trademark rights; and (8) agree to provide at your cost all equipment, software, mobile access, and internet access necessary to use the Services.

“Minimum Age” means (a) 18 years old for the People’s Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if applicable law requires that you must be older than such ages in order for Xecurify to lawfully provide the Services to you (including the collection, storage and use of your information in accordance with our privacy policy) then the Minimum Age would be such older age. The Services are not designed nor intended for use by children or anyone else under the age of 13.

### **2.4. Your Account**

You will keep your password a secret.

You will not share an account with anyone else.

You will not copy or transfer any part of the Services.

The account you create on Xecurify (including login.xecurify.com) will become part of Xecurify and except for the content and information provided by you, all information is owned by Xecurify.

However, between you and others, your account belongs to you. You agree to: (1) keep your password secure and confidential; (2) not permit others to use your account; (3) not use other's accounts; (4) not sell, trade, or transfer your Xecurify account to another party; and (5) not charge anyone for access to any portion of Xecurify, or any information therein. Further, you are responsible for anything that happens through your account until you disable your account or prove that your account security was compromised due to no fault of your own. To disable your Xecurify or login.xecurify.com account, respectively, please visit Xecurify's Contact Us (for Xecurify or login.xecurify.com) or the applicable Xecurify settings.

## **2.5. Indemnification**

You agree to indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, (3) any activity in which you engage on or through Xecurify, (4) adding links to Xecurify on your website (only applicable for plugins) and (5) displaying your name, your organization name and logo (or your client's name and logo for whom you are purchasing or deploying our solution/services) on our website for marketing purpose showing you as our customer.

## **2.6. Payment**

You will honor your payment obligations and you are okay with us optionally storing your payment information. Also, there may be fees and taxes that are added to our prices.

We don't guarantee refunds.

If you purchase any services that we offer for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to Xecurify optionally storing your payment information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Failure to pay may result in the termination of your subscription. Depending on where you transact with us, the type of payment method used and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices, including because of exchange rates. Xecurify does not support all payment methods, currencies or locations for payment. If the payment method you use with us, such as a credit card, reaches its expiration date and you do not edit your payment method information or cancel your account or such Premium Service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. You also acknowledge that Xecurify's Premium Services are subject to this Agreement and any additional terms related

to the provision of the Premium Service. For refund for breach of Agreement, refer to 7.4. Additionally, if you require a printed invoice for your transaction with us, you may request one by contacting our Customer Support.

## **2.7. Notify us of acts contrary to the Agreement**

If you think you have to breach this Agreement, you will let us know beforehand.

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

## **2.8. Notifications and Service Messages**

You are okay with us providing you with important notices on our websites, mobile apps, plugins, or email.

The contact information you provide must be accurate or you may not receive important notices.

For purposes of service messages and notices about the Services, Xecurify may place a banner notice across its pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from Xecurify to an email address associated with your account, even if we have other contact information. You also agree that Xecurify may communicate with you through your Xecurify account or through other means including email, mobile number, telephone, or delivery services including the postal service about your Xecurify account or services associated with Xecurify. Please review your [miniorange.com](http://miniorange.com) and [login.xecurify.com](http://login.xecurify.com), settings to control and limit what kind of messages you receive from us. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Services.

## **2.9. Xecurify Applications**

This Agreement applies to mobile applications as well. Also, you agree certain additional information can be shared with us.

Xecurify may offer the Services through applications built using Xecurify's platform ("Xecurify Applications"). Examples of Xecurify Applications include its smart phone applications (e.g. Xecurify Authenticator for Android and iOS), and Xecurify's browser extensions and other plugins distributed on websites across the web. Xecurify Applications are distinct from third party Platform

Applications addressed in Section 4.2. If you use a Xecurify Application or interact with a website that has deployed a plugin, you agree that information about you and your use of the Services, including, but not limited to, your device, your mobile carrier, your internet access provider, your physical location, or web pages containing Xecurify plugins or Xecurify browser extensions that load in your browser may be communicated to us. Further, by importing any of your Xecurify data through the Xecurify Application, you represent that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update your Xecurify account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing Xecurify through your mobile access provider. Therefore, you should check with your provider to find out if the Services are available and the terms for these services for your specific mobile devices. Finally, by using any downloadable application to enable your use of the Services, you are explicitly confirming your acceptance of the terms of the End User License Agreement associated with the application provided at download or installation, or as may be updated from time to time.

Support for an SSO applications through non-SAML methods (including but not limited to Browser Extension, Password Vault etc) is subject to revocation with or without notice because of alteration in the visible/non-visible design or source code of the app's login page, change in URL, employment of anti-automation methods by the application, etc. We do not guarantee support for these applications due to such changes. Employment of these applications for SSO is at the customer's sole discretion.

## **2.10. User-to-User Communication and Sharing (Xecurify Groups, Updates, Company Pages, etc.)**

When you share information, others can see, copy and use that information.

Xecurify offers forums, where you can post your observations and comments on designated topics. Xecurify also enables sharing of information by allowing users to post updates. Xecurify, in its sole discretion, may close or transfer forums, or remove content from them or from anywhere on the Services if the content violates this Agreement or others' intellectual property rights. Please note that ideas you post and information you share may be seen and used by other Members or, if public, by Visitors (note also that all content you post on Xecurify is publicly visible), and Xecurify cannot guarantee that other Members will or will not use the ideas and information that you share on Xecurify forums, nor the manner of use. Therefore, if you have an idea or information that you would like to keep confidential or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any Xecurify Group, into your Network Updates, or elsewhere on Xecurify. Xecurify IS NOT RESPONSIBLE FOR ANOTHER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST ON Xecurify.

## **2.11. Privacy**

You should carefully read our full Privacy Policy before using Xecurify as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content which you may submit to Xecurify are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part and that Xecurify may process such information, within the terms of the Privacy Policy.

## **2.12. Export Control**

You won't break export laws.

Your use of Xecurify services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

## **2.13. Contributions to Xecurify**

If you provide feedback to us, make sure you don't include confidential or infringing materials. You grant us rights to your feedback.

By submitting suggestions or other feedback regarding our Services ("Contributions") in any way to Xecurify, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Xecurify is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Xecurify shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Xecurify may have something similar to the Contributions already under consideration or in development; (e) you irrevocably non-exclusively license to Xecurify rights to exploit your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from Xecurify under any circumstances.

## **2.14 Data Protection**

Xecurify will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all electronic data or information

submitted by Customer to the Services (“Customer Data”). Xecurify will not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law or as expressly allowed in writing by Customer, or (iii) access Customer Data except to provide the Services or to address or prevent service or technical problems.

We have implemented security safeguards designed to protect the personal information that you provide in accordance with industry standards. These are the security measures that are taken-

1. Brute Force Protection
2. Access to your data on Xecurify is password protected, and sensitive data is protected by SSL encryption when it is exchanged between your web browser and the Xecurify Services.
3. IP Blocking: Manual and automatic blocking of IP's (Blacklisting and whitelisting included).
4. Advanced Blocking - Block users based on: IP range, Country, Browser / User Agent.
5. Notification to admin and end users - Send Email Alerts for IP blocking and unusual activities with user account.
6. Audit Activity Logs
7. DOS (Denial of service) attacks protection - Process delays in responses in case of an attack.

To protect any data you store on our servers, we also regularly monitor our system for possible vulnerabilities and attacks, and we use a tier-one secured-access data-center.

However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and Content for improper purposes. You acknowledge that you provide your personal information at your own risk. It is your responsibility to protect the security of your login information. Please help keep your account safe by using a strong password.

### **3. Your Rights**

If you follow this agreement, we grant you a limited right to use Xecurify. You

will only access and use Xecurify in the way this agreement allows you.

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the Do's and Don'ts listed in Section 10, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access the Services, through a generally available web browser, mobile device or Xecurify authorized application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of Xecurify or its Members), to view content and information and otherwise use the Services, to the extent intended and permitted by the functionality thereof, the Members' settings and your degree of connection with them, in accordance with this Agreement. Any other use of Xecurify contrary to our mission and purpose (such as seeking to connect to someone you do not know or trust, or to use information gathered from Xecurify commercially unless expressly authorized by Xecurify) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this



Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in Xecurify and all related items, including any and all copies made of the Xecurify websites.

### **3.1 Restrictions On Use**

Licensee agrees not to modify, reverse compile, or otherwise reverse engineer Xecurify Software / Plugins, or allow anyone else to do so (except only to the extent such prohibition is contrary to applicable law); attempt to distribute or transfer the Xecurify Plugin.

Licensee also agrees not to remove or destroy any proprietary markings or legends or any encrypted license keys or contained within any Xecurify Software / Plugins. To modify anything in the Xecurify Software, licensee should have a developer's license granted by Xecurify.

Developer's License - Gives you permission to modify the code in the software provided by Xecurify. It does not give you rights to redistribute or sell modified Xecurify software to anyone. You have to contact Xecurify to get a developers license.

## **4. Our Rights & Obligations**

### **4.1. Services Availability**

We may change or discontinue Services, and in such case, we do not promise to keep showing or storing your information and content.

For as long as Xecurify continues to offer the Services, Xecurify shall provide and seek to update, improve and expand the Services. As a result, we allow you to access Xecurify as it may exist and be available on any given day and we have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue Xecurify, partially or entirely, or change and modify prices prospectively for all or part of the Services for you or for all our Members in our sole discretion. All of these changes shall be effective upon their posting on Xecurify or by direct communication to you unless otherwise noted.

We may not keep showing the content or information you provide to us.

Xecurify may be required by local laws to remove certain information or content and so that information or content may not be available on our Service in those countries.

## **4.2. Third Party Content, Sites and Developers**

Third parties may offer their own products and services through Xecurify, and we are not responsible for these third-party activities.

Xecurify may include links to third party web sites (“Third Party Sites”) on our Services. Xecurify also enables third party developers (“Platform Developers”) to create applications (“Platform Applications”) that provide features and functionality using data and developer tools made available by Xecurify through its developer platform. You are responsible for evaluating whether you want to access or use a Third Party Site or Platform Application. You should review any applicable terms or privacy policy of a Third Party Site or Platform Application before using it or sharing any information with it, because you may give the third- party permission to use your information in ways we would not. Xecurify is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites or Platform Applications. Xecurify also does not screen, audit, or endorse Platform Applications. Accordingly, if you decide to use Third Party Sites or use Platform Applications, you do so at your own risk and agree that your use of any Platform Application is on an “as-is” basis without any warranty as to the Platform Developer’s actions, and that this Agreement does not apply to your use of any Third Party Site or Developer Application. Please note: If you allow a Platform Application or Third Party Site to authenticate you or connect with your Xecurify account, that application or website can access information on Xecurify related to you and your connections. For additional information regarding Platform Developers and Platform Applications, please refer to Xecurify’s Privacy Policy.

## **4.3. Disclosure of User Information**

You agree that we can use, store, and share information about you as permitted in our Privacy Policy.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide in accordance with the terms of the Privacy Policy if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a Member, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of Xecurify, our Members or the public. Disclosures of Member information to third parties other than those required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the Privacy Policy.

You allow Xecurify to use in perpetuity, worldwide and free of charge, any version of your logo (or any part thereof), your name or your organization name (or your client’s name and logo for whom you are purchasing or deploying our solution/services) on our website for marketing

purpose that you are our customer.

#### **4.4. Intellectual Property Notices**

We are providing you notice about our intellectual property rights.

The Services include the copyrights and Intellectual property rights of Xecurify and except for the limited license granted to you in Section 3, Xecurify reserves all of its intellectual property rights in the Services. Xecurify, Xecurify, Xecurify (stylized), the Xecurify and “O” logos and other Xecurify trademarks, service marks, graphics, and logos used in connection with Xecurify are trademarks or registered trademarks of Xecurify or Xecurify Affiliates in the U.S. and/or other countries. Other trademarks and logos used in connection with Xecurify may be the trademarks of their respective owners. This Agreement does not grant you any right or license with respect to any such trademarks and logos.

### **5. Disclaimer**

We disclaim any legal liability for the quality, safety, or reliability of Xecurify.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. DO NOT RELY ON Xecurify OR ITS SUPPLIERS, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR Xecurify AND ALL INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. Xecurify DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, Xecurify AND ITS SUPPLIERS DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY Xecurify OR ANYTHING RELATED TO Xecurify, YOU MAY CLOSE YOUR Xecurify ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7 (“TERMINATION”) AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY. Xecurify IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS EMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH Xecurify TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON OUR WEBSITES MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED

BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US. Xecurify DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, Xecurify DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION BY OTHERS. Xecurify DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. Xecurify DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, Xecurify DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE Xecurify SITES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

## **6. Limitation of Liability**

We are trying to limit any legal liability we may have to you.

LIMITATION OF LIABILITY. SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. Neither Xecurify nor any of our subsidiaries, affiliated companies, suppliers, employees, shareholders, or directors (“Xecurify Affiliates”) shall be cumulatively liable for (a) any damages in excess of five times the most recent monthly fee that you paid for a Premium Service, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Services, any Platform Applications or any of the content or other materials on, accessed through or downloaded from Xecurify. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

- Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and
- Not apply to any damage that Xecurify may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed in this Agreement.

- Not apply if you have entered into a separate agreement to purchase Premium Services with a separate Limitation of Liability provision that supersedes this section in relation to those Premium Services.

## **7. Termination**

### **7.1. Mutual rights of termination**

We can each end this Agreement anytime we want.

You may terminate this Agreement, for any or no reason, at any time, with notice to Xecurify pursuant to Section 9.3. This notice will be effective upon Xecurify processing your notice. Xecurify may terminate this Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only Xecurify or the party paying for the services may terminate your access to any Premium Services. Termination of your Xecurify account includes disabling your access to Xecurify and may also bar you from any future use of Xecurify.

### **7.2. Misuse of the Services**

Xecurify may restrict, suspend or terminate the account of any Member who abuses or misuses the Services. Misuse of the Services includes abusing the Xecurify mailing and messaging services; creating multiple or false profiles; using the Services commercially without Xecurify's authorization, infringing any intellectual property rights, violating any of the Do's and Don'ts listed in Section 10, or any other behavior that Xecurify, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, Xecurify has adopted a policy of terminating accounts of Members who, in Xecurify's sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

### **7.3. Effect of Termination**

Upon termination of your Xecurify account, you lose access to the Services. The terms of this Agreement shall survive any termination, except Section 3 ("Your Rights") and Sections 4.1., 4.2., and 4.3. ("Our Rights and Obligations").

## **7.4. Agreement Termination**

Either party may terminate this Agreement by written notice to the other party in the event that such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice. Termination due to Customer's breach shall not relieve Customer of the obligation to pay any fees accrued or payable to Xecurify under the Agreement. Upon any termination for cause by Customer pursuant to this section, Xecurify will refund Customer a pro-rata portion of any prepaid Fees that cover the remainder of the applicable term after the effective date of termination.

# **8. Dispute Resolution**

## **8.1. Law and Forum for Legal Disputes**

In the unlikely event we end up in a legal dispute, it will take place in New Jersey courts, applying New Jersey law.

This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the state of New Jersey regardless of your country of origin or where you access Xecurify, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and Xecurify agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Santa Clara County, New Jersey, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and Xecurify agree to submit to the personal jurisdiction of the courts located within Santa Clara County, New Jersey for the purpose of litigating all such claims. Notwithstanding the above, you agree that Xecurify shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **8.2. Arbitration Option**

Each of us will have the right to choose arbitration.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c)

any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

## **9. General Terms**

### **9.1. Severability**

Here are some important details about how to read the Agreement.

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

### **9.2. Language**

Where Securify has provided you with a translation of the English language version of this Agreement, the Privacy Policy, or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation, including additional terms of service for Premium Services, will govern your relationship with Securify.

### **9.3. Notices and Service of Process**

In addition to Section 2.8. (“Notices and Service Messages”), we may notify you via postings on [www.miniorange.com](http://www.miniorange.com), [login.securify.com](http://login.securify.com) or another Securify site or app. You may contact us here. Or via mail or courier at: See contact information below. Additionally, Securify accepts service of process at this address. Any notices that you provide without compliance with this section shall have no legal effect.

### **9.4. Entire Agreement**

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and Securify regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Securify services, third-party content or third party software.

## **9.5. Amendments to This Agreement**

We reserve the right to modify, supplement, or replace the terms of this Agreement, effective prospectively upon posting at [www.miniorange.com](http://www.miniorange.com) notifying you otherwise. For example, we may present a banner on the Services when we have amended this Agreement or the Privacy Policy so that you may access and review the changes prior to your continued use of the Services. If you do not want to agree to changes to this Agreement, you can terminate this Agreement at any time per Section 7 (Termination).

## **9.6. No informal waivers, agreements or representations**

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any Xecurify Affiliate shall be deemed legally binding on any Xecurify Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of Xecurify.

## **9.7. No Injunctive Relief**

You waive your rights to try to stop Xecurify, but we don't waive our rights to ask a court to stop your actions.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

## **9.8. Beneficiaries**

Entities other than Xecurify and Xecurify India, that Xecurify owns a 50% or greater interest in ("Affiliate") are not parties, but intended third party beneficiaries of this Agreement, with a right to enforce this Agreement directly against you.

## **9.9. Assignment and Delegation**

You can't assign your rights under this Agreement, but we can.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Xecurify Inc. for any third party that assumes our rights and obligations under this Agreement.



## **9.10. Potential Other Rights and Obligations**

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

## **10. Xecurify “DOs” and “DON’Ts.”**

As a condition to access Xecurify, you agree to this User Agreement and to strictly observe the following DOs and DON’Ts:

### **10.1. Do undertake the following:**

Here’s a list of some of the specific things we ask you to do and not do on Xecurify.

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to us and update it as necessary;
3. Review and comply with our Privacy Policy;
4. Review and comply with notices sent by Xecurify concerning the Services;
5. Use the Services in a professional manner; and
6. Use your real name on your account.

### **10.2. Don’t undertake the following:**

1. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to Xecurify;
2. Publish inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the name field). Please also protect sensitive personal information such as your email address, phone number, or other information that is confidential in nature;
3. Create an account for anyone other than a natural person;
4. Harass, abuse or harm another person, including sending unwelcomed communications to others using Xecurify;
5. Invite people you do not know to join your Xecurify network;
6. Use or attempt to use another's account or create a false identity on Xecurify;
7. Upload, post, email, transmit or otherwise make available or initiate any content that:

1. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or misrepresents your affiliations with a person or entity, past or present;
  2. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
  3. Adds to a content field content that is not intended for such field (e.g. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, or any personally identifiable information for which there is not a field provided by Xecurify);
  4. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  5. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
  6. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (a) using Xecurify invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (b) using Xecurify to add people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;
  7. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of Xecurify or any user of Xecurify;
  8. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; or
  9. Even if it is legal where you are located, create accounts or provide content that promotes escort services or prostitution.
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8. Participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople for the purposes of creating a pyramid scheme or other similar practices;
  9. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on Xecurify (excluding content posted by

you) except as permitted in this Agreement, and policies as expressly authorized by Xecurify;

10. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
11. Utilize or copy information, content or any data you view on or obtain from Xecurify to provide any service that is competitive, in Xecurify's sole discretion, with Xecurify;
12. Imply or state, directly or indirectly, that you are affiliated with or endorsed by Xecurify unless you have entered into a written agreement with Xecurify (this includes, but is not limited to, representing yourself as an accredited Xecurify trainer if you have not been certified by Xecurify as such);
13. Adapt, modify or create derivative works based on Xecurify or technology underlying the Services, or other Members' content, in whole or part, except as permitted under Xecurify's developer program;
14. Rent, lease, loan, trade, sell/re-sell access to Xecurify or any information therein, or the equivalent, in whole or part;
15. Sell, sponsor, or otherwise monetize a Xecurify account or any other service or functionality of Xecurify, without the express written permission of Xecurify;
16. Deep-link to our sites for any purpose, (i.e. creating or posting a link to a Xecurify web page other than Xecurify's home page) unless expressly authorized in writing by Xecurify as set forth in the the policies;
17. Remove any copyright, trademark or other proprietary rights notices contained in or on Xecurify, including those of both Xecurify and any of its licensors;
18. Remove, cover or otherwise obscure any form of advertisement included on Xecurify;
19. Collect, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from Xecurify except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
20. Share information of non- Members without their express consent;
21. Infringe or use Xecurify's brand, logos or trademarks, including, without limitation, using the word "Xecurify" in any business name, email, or URL or including Xecurify's trademarks and logos except as provided in the policies as expressly permitted by Xecurify;
22. Use manual or automated software, devices, scripts robots, other means or processes to

access, “scrape,” “crawl” or “spider” any web pages or other services contained in the site;

23. Use bots or other automated methods to access Xecurify, add or download users, groups, send or redirect messages, or perform other similar activities through Xecurify, unless explicitly permitted by Xecurify;
24. Access, via automated or manual means or processes, Xecurify for purposes of monitoring Xecurify’s availability, performance or functionality for any competitive purpose;
25. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of Xecurify’s website;
26. Attempt to or actually access Xecurify by any means other than through the interfaces provided by Xecurify such as its mobile application or by navigating to [www.miniorange.com](http://www.miniorange.com) using a web browser. This prohibition includes accessing or attempting to access Xecurify using any third-party service, including software-as-a-service platforms that aggregate access to multiple services, including Xecurify;
27. Attempt to or actually override any security component included in or underlying Xecurify;
28. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on Xecurify’s infrastructure, including, but not limited to, sending unsolicited communications to other Members or Xecurify personnel, attempting to gain unauthorized access to Xecurify, or transmitting or activating computer viruses through or on Xecurify; and/or
29. Interfere or disrupt or game Xecurify or the Services, including, but not limited to, any servers or networks connected to Xecurify, or Xecurify's search algorithms.
30. Violate Xecurify’s Community Guidelines or, if you’re a commercial user of Xecurify, the Xecurify Commercial Terms of Service

## **11. Complaints Regarding Content Posted on the Xecurify Website**

If you think someone has stolen or misused your intellectual property on Xecurify, please check out our [Copyright Policy](#).

We built Xecurify to help you secure access to applications increase ease of access for your users. To achieving this purpose, we encourage our Members to share accurate information. We

also respect the intellectual property rights of others. Accordingly, this Agreement requires that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, Xecurify provides a process for submission of complaints concerning content posted by our Members.

How To Contact Us:

If you have questions or comments about this Privacy Policy, please contact us online or by physical mail at:

**For Members in the United States:**

*Xecurify Inc*  
*105 N 1<sup>ST</sup> ST Suite*  
*429 SAN JOSE ,*  
*CA 951033005*