

# **Terms & Conditions**

## **Introduction**

Terms of Service are a legal agreement between you and TOK, and govern your use of TOK's services, including the application and website. If you are using TOK on behalf of a business, you represent to us that you have authority to bind that business or entity to these terms, and that business accepts these terms. By using the TOK application, and the TOK website ('Services'), you agree that you are over 13 years of age and bound by all terms and conditions outlined in this document. If you are not over 13 or do not accept these Terms, do not use TOK. You can find more information about 'Children' in the Privacy Policies. You agree to these Terms of Service and any Privacy Policies referenced within, including terms that limit our liability and require individual arbitration for any potential legal dispute. You should read all of our terms carefully. These Terms apply to your use of TOK, a software application released by TOK. We reserve the right to update or modify these Terms at any time and from time to time. We'll always notify you via email when we make changes to our Terms of Service and Privacy Policies. Please always review this policy when we contact you with the changes. Your continued use of TOK after any changes or revisions to this Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy. These Terms, by reference, include the TOK Privacy Policy.

## **The Service**

TOK provides an application for peer-to-peer confidential communication online. The Service may allow you to invite friends, contacts, and or any other people you want to interact with on a private end-to-end encrypted conversation, using messaging, video call, and audio features. Subject to your compliance with these Terms, TOK grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the service, solely for your use. You agree not to (and not to attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms or (ii) copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service or any portion of the Service, except as expressly permitted in these Terms.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by TOK or its licensors, except for the permissions and rights expressly granted in these Terms.

TOK reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). If you violate these Terms, TOK reserves the right to issue you a warning via email or through the application, regarding the violation. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. You may, as the result of termination, lose your account and all information and data associated therewith.

## **Your account**

You are responsible for your login credentials and for any activity resulting from the use of your login credentials or other activity on your account on the Service. Upon launching the App or the Service, if you do not already have an account, you will be prompted to create one by providing first name, surname and password. You may also be required to provide a valid email address.

You represent and warrant that the information you provide to us upon registration and at all other times will be true, accurate, current, and complete. TOK reserves the right to reject any first name and surname, or to terminate them, or prevent use of them in our sole discretion, and without any liability to you.

You understand and agree that other users of the Service may have the same first name and surname as you, however, users will be differentiated by email address that may be visible to you or other users. You will ensure that your e-mail address is kept accurate and up-to-date always.

You are responsible for maintaining the confidentiality of your log-in credentials and are fully responsible for all activities that occur by using your credentials or otherwise on your account. You agree to notify us immediately if you believe the confidentiality of your login credentials has been compromised or if you suspect unauthorized use of your account. You agree that we will not be liable for any loss or damage arising from unauthorized use of your credentials.

### **User Conduct and Responsibilities**

TOK provides a communication channel such as peer-to-peer communication sessions designed to enable you to communicate with other Service users. TOK has no obligation and no visibility to monitor these communication channels, as all communications are end-to-end encrypted. Any information shared such as data, text messages, document files, photos, videos, and any other materials uploaded to the Service by you is considered your own content. You represent and warrant that this content is original to you and that you exclusively own the rights to such content, including the right to grant all the rights and licenses in these Terms without TOK incurring any third-party obligations or liability arising out of its exercise of such rights and licenses. All your own content is your sole responsibility and TOK is not responsible for any material that you upload, share, or otherwise make available in the Service. TOK does not guarantee the accuracy, quality, or integrity of any content published by any user. By using the Service, you acknowledge and accept that you may be exposed to material you may find offensive or objectionable.

You agree that TOK will not, under any circumstances, be liable for any content shared by any user, including, but not limited to, any loss or damage incurred by use of user content. You agree that you are entirely responsible for all content hosted on or transferred via your TOK application. TOK Licensing Limited is in no way responsible for, nor has any control or knowledge of what is hosted within an individual user's TOK application. You assume all risks associated with the hosting of content in your TOK application.

### **Communication**

We may communicate with you by email or posting notice via the Service. You agree to receive emails from us at the email address you provided to us for customer service-related purposes. By using the Service, or providing information to us, you agree that we may communicate with you electronically regarding security, privacy, announcements, and administrative issues relating to your use of the Service. You may use the Service to send messages to other users of the Service. You agree that your use of the Service will not include sending unsolicited marketing messages or broadcasts (i.e., spam).

### **Intellectual Property Policy (The Software)**

All rights, title and interest in and to all materials that are part of the Service (including, but not limited to, designs, text content, graphics, pictures, videos, information, application, music, sounds and other files, and their selection and arrangement), except for your personal data and

content shared on the TOK application, are, as between TOK and you, owned by TOK and/or its third- party licensors.

You acknowledge and agree that you shall not acquire any ownership rights whatsoever by downloading service materials. You agree that you shall not modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, or otherwise exploit the Service without our express prior written permission. You acknowledge that you do not acquire any ownership rights by using the Service or by accessing any service material posted on the Service by TOK, or any derivative works thereof. All rights not expressly granted by these Terms are reserved by TOK and its licensors, and no license is granted hereunder by estoppel, implication or otherwise. So long as you comply with these Terms we give you a limited, non-exclusive, non-transferable, revocable license to use the TOK Software solely to access the Services. TOK is provided 'as is,' without any kind of warranty whatsoever and you understand that fully as permitted by law.

TOK, the TOK logo and all other TOK trademarks, service marks, product names, and trade names appearing on the Services are owned by TOK. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on the Services without prior written consent from TOK.

### **Payment**

You will promptly update your account information with any changes in your payment information. You agree to pay TOK in accordance with the terms set forth on the TOK website and related pages, and this Terms of Service, and you authorize TOK or its third- party payment processors to bill your payment instrument in advance on a periodic basis in accordance with such terms. You are responsible for determining and paying the appropriate government taxes, fees, and service charges resulting from a transaction occurring through the Service. We are not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or service charges, except as may otherwise be required by law.

If you dispute any charges you must let TOK know within sixty (60) days after the date that TOK invoices you. All amounts paid are non-refundable and we reserve the right to change our prices in the future. If we increase our prices for your Service plan, we will provide notice of the change on the website and in email to you at least thirty (30) days before the change is to take effect. Your continued use of the Service after the price change goes into effect constitutes your agreement to pay the changed amount.

### **Security**

We have implemented technical and organizational measures designed to secure your personal data from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal data for improper purposes.

You are responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or TOK account or any other breach of security. Notwithstanding section 'User Disputes', in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any TOK account subject to dispute) will be final and binding on all parties.

We don't keep any personal data.

### **Feedback**

We appreciate hearing from our users and welcome your comments regarding TOK and the Service. Please be advised, however, that if you send to us any comments, suggestions or recommendations regarding the Service, you hereby assign to us all rights, title and interest in and to the feedback. Accordingly, your feedback will not be subject to any obligation of confidentiality and we will not be liable to you for any use or disclosure of any feedback.

### **Limitation of Liability**

To the fullest extent permitted by law, TOK will in no way be liable to you or any third party for any incidental, special, punitive, or consequential damages (including loss of use, data, business, or profits, and damage to hardware or software) arising out of or in connection with these terms of service, the use or performance of a TOK service or application, or from the use of, or inability to use the services or any user content sent through the services whether based on warranty, contract, tort (including negligence), strict liability or any other legal theory, and whether or not TOK has been informed of the possibility of such damages, even if any limited revenue set forth herein is found to have failed its essential purpose.

### **Disclaimer**

The TOK application is made available for communication purposes, as well as to give you the ability to share text messages and files. The Service is provided without warranties of any kind, either express or implied. In addition, while TOK attempts to provide a good user experience, we cannot and do not represent or warrant that the Service will always be secure or error-free, or that the Service will always function without delays, disruptions, or imperfections. The foregoing disclaimers shall apply to the extent permitted by applicable law.

### **User Disputes**

You are solely responsible for your interaction with other users on TOK and other parties that you come in contact with through the Service. TOK hereby disclaims any and all liability to you or any third party relating to your use of our Services. We reserve the right, but have no obligation, to manage disputes between you and other users of the Service.

### **Decision of ending these terms**

You may end your legal agreement with TOK at any time by requesting deactivation of your account and discontinuing your use of our Services by using the delete account option in the settings section of the application. It may take 24 to 48 hours to be processed. You can find more information on what happens to your information in the Privacy Policy. TOK may terminate your account and your access to the Service at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us, or (iii) your account should be removed due to prolonged inactivity. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. You may, as the result of termination, lose your account and all information and data associated therewith.

