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The services provided by Safein Technologies (“**Services**”) help you monitor and protect your identity. These Terms govern your access and use of the Sites, and your use of such Services.

Note that the Sites and Services are not a guarantee against identity theft or online identity fraud, and are not a substitute for online security software.

Nature of Beta. Safein may offer additions to our Sites and Services as part of a beta test phase. All or portions of the Sites and Services included in this test phase may not function correctly, or may contain errors. Safein is not obligated to correct, nor is it responsible for, errors or the effects of such errors while the beta test phases of these Sites and Services are active. Further, you acknowledge that Safein has no express or implied obligation to announce or make available any particular features of the beta Sites and Services in the future. Should these Sites and Services launch publicly after the beta phase, it may have features or functionality that are different than those found in the beta version licensed herein.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. If you are using the Sites or Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible to us if you or such entity violates these Terms.

Safein reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Sites or Services, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or Services. If you do not agree to the revised Terms, you may not access or use the Sites or Services.

1. Privacy Policy

Please refer to our [Privacy Policy](#), which forms an integral part of these Terms, for information about how we collect, use and disclose information about you. If you do not agree to the Privacy Policy, you may not access or use the Sites or Services.

2. Eligibility

By using the Sites and Services, you represent and warrant that you (a) are of legal age allowing you to access and use the Sites and Services from the jurisdiction that the Sites and Services are being accessed, (b) have not been previously suspended or removed from the Sites, or engaged in any activity that could result in suspension or removal from the Sites, (c) do not have more than one Safein account, and (d) have full power and authority to enter into these Terms and in so doing will not violate any other legal act or agreement to which you are a party.

3. Registration, Account and Communication Preferences

In order to access and use certain areas or features of the Sites and Services, you will need to register for a Safein account. By creating an account, you agree to (a) provide accurate, current and complete account information about yourself, (b) maintain and promptly update from time to time as necessary your account information, (c) maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Sites, Services, or your account.

By creating a Safein account, you also consent to receive electronic communications from Safein (e.g., via email or by posting notices to the Sites or Services). These communications may include notices about your account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

4. License to Access and Use Our Sites, Services, and Content

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You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray Safein or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Safein logo or other proprietary graphic of Safein to link to the Sites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Safein trademark, logo or other proprietary information, including the images found on the Sites or services, the content of any text or the layout or design of any page, or form contained on a page, on the Sites without our express written consent.

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7. Third Party Content

We may display content from third parties through the Sites and Services (“**Third Party Content**”). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Safein is not responsible or liable in any manner for such interactions or Third Party Content.

8. User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites or Services. You agree that you will abide by these Terms and will not:

- Provide false or misleading information to Safein;
- Use or attempt to use another user’s account without authorization from such user and Safein;

- Use the Sites or Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or Services, or that could damage, disable, overburden or impair the functioning of the Sites or Services in any manner;
- Develop, utilize, or disseminate any software, or interact with our API in any manner, that could damage, harm, or impair the Sites or Services;
- Reverse engineer any aspect of the Sites or Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites or Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Sites or Services that you are not authorized to access;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites and Services, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;
- Use data collected from our Sites and Services to contact individuals, companies, or other persons or entities;
- Use data collected from our Sites and Services for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- Use the Sites or Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

9. Feedback

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Safein, the Sites or the Services (“**Feedback**”). Feedback is nonconfidential and shall become the sole property of Safein. Safein shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Safein, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, “**Safein Parties**”), from and against all actual or alleged Safein Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (“**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of another. You agree to promptly notify Safein of any third party Claims and cooperate with the Safein Parties in defending such Claims. You further agree that the Safein Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Safein.

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Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us.

12. Limitation of Liability; Release

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SAFEIN OR ANY OF THE OTHER SAFEIN PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SITES OR CONTENT OR THE USE OF ANY SERVICE OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM SAFEIN, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SAFEIN'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SAFEIN ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SITES, SERVICES AND MATERIALS OR ANY PRODUCTS OR SERVICES PURCHASED FROM US EXCEED THE AMOUNT YOU PAID TO SAFEIN IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY OR, IF YOU HAVE NOT PAID, \$100.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

13. Modifications to the Sites and Services

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Sites (or any features or parts thereof) or the provision of the Services at any time and without liability therefor.

14. Dispute Resolution

In case You are not satisfied with how an issue has been settled then You should provide details of Your grievance to our Customer Service via email at support@safein.com. We will use our reasonable endeavors to respond to such queries as soon as practically possible (and in any event we shall respond to such queries within 30 days of receipt).

Should such dispute not be resolved by mutual negotiations of the parties, the parties agree that any dispute, controversy or claim arising out of or in connection with these Terms, Sites or Services, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the Lithuanian courts.

You and Safein agree that any dispute arising out of or related to these Terms or the Sites, Content or Services is personal to you and Safein and that such dispute will be resolved solely through individual court hearing and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Safein agree that there will be no class action or action in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals.

15. Governing Law and Venue

These Terms, your access to and use of the Sites and your use of the Services shall be governed by and construed and enforced in accordance with the laws of the Republic of Lithuania, without regard to conflict of law rules or principles (whether of the Republic of Lithuania or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties shall be resolved in Vilnius District courts.

16. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to use the Services, at any time and

for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

17. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

18. Miscellaneous

These Terms constitute the entire agreement between you and Safein relating to your access to and use of the Sites and your use of the Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Safein prior, concurrent or subsequent circumstance, and Safein's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

By hereafter accessing or using the Sites and/or Services, you acknowledge having read, understood and agreed to each and every paragraph of these Terms. As a result, you hereby irrevocably waive any future argument, claim, demand or proceeding to the contrary of anything contained in these Terms.