TERMS AND CONDITIONS
Of the Inlockly™ application
(hereinafter: **Terms and Conditions”**)

version 1.0.0 as of January 13, 2024

§ 1.
Preliminary provisions

1. In these Terms and Conditions, we inform you about the rules of operation and use of the Inlockly™ Application (hereinafter: "**Application**"), which is developed and provided by IMPERIT. In particular, the Regulations contain information about the services provided electronically, including the terms and conditions for the provision of these services and the conclusion and termination of agreements for the provision of these services, the rules for filing and processing of complaints, as well as the rights and obligations of Application Users.
2. The Terms and Conditions are made available free of charge in the Application and on the Website, in a form that allows its acquisition, reproduction and recording.
3. Failure to accept the Terms and Conditions prevents the User from starting to use the Application. Regardless of these actions, the User's data may be processed in the Application.
4. The application is available in a web browser and for download on Google Play, Apple App Store and Huawei App Gallery, however IMPERIT is not responsible for the proper functioning of these platforms.

§ 2.
Definitions

Application - Inlockly™ application, which is available as a web application on the Website at www.inlockly.com, a mobile application that must be installed on a mobile device (e.g., smartphone, tablet), a desktop application that must be installed on a computer, and plug-ins that must be installed in a browser. The application provides access to free trial versions of the password manager, as well as access to other services provided electronically, including paid services

IMPERIT - IMPERIT Dawid Łukaszek company, based in Cisie, Cisiańska 108A, 42-290 Cisie, Poland; with numbers TAX ID: 9492259428, REGON: 524405263.

User - Any person using the Website or the Applications, including in particular the services available through them.

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User Account - User's account in the Application registered through the registration form.
User Group - A group of User accounts (family, team or company employees) that is created by the Group Owner for the purpose of exchanging information between Users belonging to it.
Group owner - The person responsible for the establishment of the user group and its supervision in terms of controlling the list of members, their rights within the group and the exchange of information.
User permissions - They are given to each member of a group, for each individually (if a user belongs to more than one group). Permissions are given by the group owner to restrict certain actions by unauthorized Users.
Login - User's name, i.e. the data with which the User registers for the User's Account in the Application.
Terms and Conditions - these Rules.
Website - website available at: www.inlockly.com
Services - services provided electronically within the meaning of the PL Act of July 18, 2002 on the provision of services by electronic means and available to Users on the terms provided in the Regulations through the Website or Application.

§ 3.
Scope of Services available on the Application and the Website. Accounts and User Groups.

1. Services are available on the Website:
    - registration of User Account
    - chat,
    - access to the Application in the web version.
2. **Account Registration** is a Service, which consists of providing user data whose account will be available within the Application. The account is necessary to use the Application. The conclusion of the contract and the provision of this service begins when you enter your data into the form. The user who creates an account is obliged to provide his/her true, current and not misleading data and to maintain these data in the Account for the duration of the contract. The contract is terminated when the User's Account is deleted.

3. The process of Account registration is as follows:
    a) on the basis of the registration form an inactive User Account is created;
    b) The User, when registering for the Application, ensures and declares that the User has read and accepted the contents of the Terms of Use, Privacy Policy and Cookie Policy and agrees to abide by them.
    c) IMPERIT sends a message to the email address indicated in the registration process;
    d) Through the message sent, the User can activate their account while confirming the correctness of the email address provided during registration;
    e) If there are no messages in your inbox, please check folders such as "spam". Logging in to your account at this stage will be blocked, however, it will allow you to resend the activation message.
4. **User Data** means all data and content that you upload, store or download or otherwise make available through the Application. You retain all rights to your data. You agree to grant IMPERIT

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a license to store, retrieve, back up, restore and otherwise copy User Data for the purpose of providing the Services.

5. **Chat** is a free of charge service consisting of an opportunity for Users of the Website to contact IMPERIT. The provision of this Service begins when a request is entered into the chat window, and ends when a response is received or the chat window is closed.
6. The Website also provides the Service of **access to a free trial period**. This is a free Service consisting of the User's ability to log in to the Account in the Application using the Login and password and use the services referred to in § 4 of the Terms and Conditions below.
7. After downloading and installing the Application on the User's selected mobile device, and then logging in with the Login and password provided during registration, the User also gains free access to the Application and use of the services referred to in § 4 of the Regulations below.
8. Each User has the ability to create a User Group. Once a group is created, he becomes the owner of that group and can manage the list of members by sending an invitation to another User, or removing a user already belonging to that group. He can also dispose of permissions and roles within the group.
9. **Types of User Groups**: Each user can create a Group in the following categories:
    a. Family
    b. Team
    c. Business
10. Each category differs in the range of functionalities that group members can use, as well as pricing plans.
11. **Payments** resulting from the establishment and maintenance of the User Group are borne by the **Group Owner**.
12. **Change of User Account data**: If the data in your User Account is incorrect or outdated, you must change the data in your Account settings.
13. **Deleting a User Account**: You are entitled to delete your Account which results in all your data being deleted. To delete your Account, please go to your Account settings, or contact via email address: support@inlockly.com. Before deleting your data, you will be advised to back up your data before deleting it from the Application.
14. Uninstallation of the Application by the User is not equivalent to deletion of the Account.
15. Users are obliged to use the Application in a manner consistent with the law, the Regulations, accepted customs and good manners, and in particular are obliged to:
    a) not to provide, publish or transmit through the Application unlawful content, in particular content that violates copyrights or personal rights,
    b) use the Application in a manner that does not interfere with its operation, in particular by using appropriate software or devices,
    c) not to make any attempts to interfere with the source code, mechanisms, algorithms responsible for the functioning of the Application,
    d) not to make any attempt to access the resources of the Application not intended for the User, in particular the database or resources of other Users,
    e) not to use the Application to undertake actions that bear the hallmarks of acts of unfair competition,
    f) not to use the Application to conduct disruptive or aggressive marketing activities,
    g) not to send unsolicited commercial information through the Application,

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h) not to use the Application or its elements in a manner that violates the copyrights of IMPERIT,
i) Use the Application in a manner that is not burdensome to other Users.

§ 4.
The application and its functionalities. Responsibilities of Users.

1. Subject to paragraphs (2) and (3) below, the following functionalities are available within the Application, among others:
    a. **Account Registration** - the service referred to in §3 (2) of the Regulations above.
    b. **User Account** - A free service provided to registered Users and consisting in the creation of a collection of data about the User and their activities within the Application.
    c. **Data encryption -** A free service that encrypts data to protect it from unauthorized reading.
    d. **Data storage -** A free service to store all encrypted data in one place.
    e. **Generating passwords -** A free service that generates strong, complex and unique passwords to enhance the security of online accounts.
    f. **Secure sharing via link** - A free service to share encrypted data with another user via a link with a specified expiration date. It is also possible to limit the reading of the link to only those on the list. This increases the security of information transferred between Users.
    g. **Backing up locally -** A free service that backs up data stored in the Application and then saves it locally on a disk or other physical storage medium.
    h. **Backing up to the cloud -** A paid service for Users with a minimum "Personal" plan, which consists of backing up data stored in the Application and then saving it online in the cloud.
    i. **Multiplatform** - A free service that makes the Application available for a wide range of devices and operating systems.
    j. **Device synchronization** - Paid service for Users with a minimum "Personal" plan, which consists in storing data in the cloud and synchronizing all user devices on which the Application is installed and the same User Account is logged in.
    k. **Online access -** A paid service for Users with a minimum "Personal" plan to store data in the cloud and access it via a Browser Application.
    l. **Two-factor authentication -** A paid service for Users with a minimum of a "Personal" plan to further enhance account security.
    m. **Security reports** - A paid service for Users with a minimum "Personal" plan, consisting of automatic preparation of security reports informing the User about possible incidents, security breaches and leaks in order to take mitigating actions.
    n. **Secure folder sharing** - Paid service for Users with a minimum of a "Families" plan to share a folder within a User Group.
    o. **Management of roles and permissions** - Paid service for Users with a minimum of a "Families" plan, consisting in the management by the group owner of the permissions of the Users in this group.

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p. **Zarządzanie członkami grupy** - odpłatna usługa dla Użytkowników posiadających minimum plan “Families”, będących właścicielami Grupy Użytkowników, polegająca na dodawaniu lub usuwaniu Użytkowników z tej grupy.
q. **Create your own groups (subgroups) -** Paid service for Users with a minimum "Business" plan, who are owners of a User Group, involving the creation of their own subgroups in the User Group. For example, these can be departments (subgroups) within the company (group).
r. **Create your own permissions -** A paid service for Users with a minimum "Business" plan who own a User Group to create their own user roles and permissions to assign and manage access to resources within the company.

2. Access to certain functionalities in the Application for individual Users may differ, which means that not every User gets access to all functionalities.
3. The functionalities referred to in paragraph 1 above are not a closed list. New functionalities may appear within the Application, both free of charge and paid. The User Account will have limited functionality until the payment / payment of a fee.
4. The Application may contain links to third party websites or services that are not owned or controlled by IMPERIT.
5. IMPERIT has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third party websites or services.
6. User acknowledge and agree that IMPERIT shall not be responsible or liable, directly or indirectly, for any damage or loss caused in connection with the use of or reliance on any such available content, goods or services through the sites or services. We strongly recommend that you review the terms and conditions and privacy policies of any third party websites or services you visit.
7. User are entitled to use the Application in accordance with the provisions of these Terms and Conditions, as well as in compliance with the Privacy Policy and the Cookie Policy.
8. User are responsible for protecting the password you use to access the Application and for any actions or activities performed under your password, whether your password is related to our Application or a third party service.
9. User agree not to disclose your password to any third party.
10. User agree to notify IMPERIT of any suspected breach of security or unauthorized use of your account.
11. In connection with the use of the Application, the User may not:
    a. Take actions that violate the intellectual property rights or privacy rights of others, including other Users;
    b. take actions aimed at preventing the operation of the Application or disrupting its operation.
    c. Use profile data belonging to another person or entity that is not legally available for use, a name or trademark that is subject to any rights of a person or entity other than you without proper authorization, or a name that is otherwise offensive, vulgar or obscene.

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§ 5.
Technical conditions for the use of the Application and payment.

1. The application can be used free of charge by the User who has chosen the Inlockly™ Free package.
2. In order to use the Application in the web version, the User must have a computer with Internet connection. If using the Application available for mobile devices - a mobile device with Internet connection. The cost of Internet connection shall be borne by the User. In case of using the Application available for desktop devices - a computer with Internet connection.
3. The mobile and desktop versions of the application will have functionality that works offline (without internet access) in a limited way after the first login.
4. The technical conditions required for the use of the Application are described in the User's Guide, available at: https://inlockly.com, under "Support" and then "Hardware Requirements."
5. Downloading and using the Application in the Inlockly™ Free package is free. The other packages are chargeable. Information on the current price list, together with information on the scope of additionally paid functionalities, can be found on the Website under the "Price List" tab. The prices listed are gross prices.
6. Payments for fee-based packages are only possible in the Application accessible through a web browser. In order to make payments, you need to log in to your account in the Application accessible through a web browser. Payments are made through an online payment intermediary called "Stripe" after plugging in a payment card. It is not possible to make payments through the Mobile Application.
7. The remuneration due to IMPERIT for your use of paid packages in the Application is by subscription on either an annual or monthly billing period and is payable in advance for the entire billing period. Prices for the same packages in different billing periods may differ from each other, and usually an annual billing period will be priced more favorably than a monthly billing period assuming the use of a given plan for a period of 12 months. Any delay in payment of remuneration entitles IMPERIT to suspend paid services and terminate the contract for paid services with immediate effect. This shall not affect the free of charge functionalities of the Account.
8. The application can send operational emails. These are required to provide services. The messages in question relate to, among other things:
    a. billing
    b. aktywności na koncie
    c. application updates
    d. service updates

§ 6.
Free trial version

1. IMPERIT may, at its sole discretion, offer a subscription with a free trial period for a limited period of time ("Free Trial Period").
2. To register for the free trial, you may need to enter billing information.

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3. If you provide your billing information when registering for the free trial, IMPERIT will not charge you until the free trial expires. On the last day of the free trial period, unless you cancel your subscription, you will automatically be charged the appropriate subscription fees for the package you selected.
4. IMPERIT reserves the right to change the terms of the free trial period offer, or cancel such offer at any time without notice.

§ 7.
Changes in fees

1. IMPERIT at its sole discretion and at any time may modify package subscription fees. Any changes in fees will take effect at the end of the current billing cycle.
2. IMPERIT will give you reasonable advance notice of any change in subscription fees to give you an opportunity to terminate your subscription before the change takes effect.
3. Continued use of the Application after a change in the subscription fee becomes effective means you agree to pay the modified subscription fee amount.

§ 8.
Return of funds

1. Monies collected from subscriptions to paid packages are not refundable.
2. However, IMPERIT informs you that you can send a request for a refund for your subscription.
3. Subscription refund requests will be considered by IMPERIT on a case-by-case basis and granted at IMPERIT's sole discretion.

§ 9.
Protection of intellectual property

1. IMPERIT reserves the rights to all intellectual property rights (e.g., rights to logos or logotypes, rights to software) that are used in the Application, subject to paragraph 2 below.
2. Upon posting any materials in the Application that may constitute works or other intellectual property rights, the User grants IMPERIT a royalty-free non-exclusive license, without limitation of time (excluding the right of termination for 10 years) and territory, to use such materials in whole and in parts in all fields of exploitation known to the User and IMPERIT at the time of granting the license, in particular: recording on any medium, reproduction by any technique, public performance, use for purposes related to the management of the Application.
3. The User shall not have the right to reproduce, sell or otherwise market or distribute the Application, in whole or in parts, in particular to transmit or make it available on computer systems and networks, mobile application distribution systems or any other ICT systems.

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4. The Application and the Website may include content whose copyrights are held by parties other than IMPERIT.
5. IMPERIT hereby informs the User that further dissemination of content for which the User is not entitled to copyright, without appropriate permission from the authorized entity, may constitute copyright infringement and result in civil or criminal liability.

§ 10.
Protection and security of personal data. Use of cookies.

1. The administrator of the personal data processed in the Application is **IMPERIT Dawid Łukaszek company.** with its registered seat in Cisie, Cisiańska 108A, 42-290 Cisie, Poland; with numbers TAX ID: 9492259428, REGON: 524405263.
2. IMPERIT, as the controller of personal data, processes the data of persons using the Website, as well as the personal data of Users using the Application.
3. Detailed information about the processing of personal data and the use of cookies and other similar technologies can be found in the Privacy Policy and Cookie Policy, available on the Website and the Application.
4. By logging into the Application, the User agrees to the above policies.
5. IMPERIT implements appropriate technical and organizational measures to ensure a level of security appropriate to the risks involved in the processing of personal data, in accordance with data protection laws, in particular the provisions of the General Data Protection Regulation.
6. The User can back up the data stored in the Application at any time using the Application settings.
7. IMPERIT shall inform the User of the obligation to make a backup copy upon receipt of information about the intention to remove the Account from the Application. After providing the aforementioned information, IMPERIT shall be released from any liability if the User neglects to perform this obligation.
8. Two-step verification is not enabled by default in the Application. To enhance Account security, IMPERIT recommends enabling this option by configuring User Account settings. Users receive notifications when two-step verification can be enabled for the Application.
9. Upon expiration or termination of this Inlockly™ Agreement:
    a. immediately discontinue the use of any User data;
    b. upon User's written request, within thirty (30) calendar days after such expiration or termination, Inlockly™ will confirm to User in writing that it has permanently deleted, destroyed or returned to User its Confidential Data and Information, and any copies thereof on any media or in any form.
    c. Notwithstanding the above, Inlockly™ can store
        i. User data for a period of thirty (30) days in order to fulfill its obligations;
        ii. any User data strictly as required by applicable laws, regulations, court orders, subpoenas or other legal processes for archival purposes;

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§ 11.
Responsibility for stored data

1. The Web Application, Mobile Application and Desktop Application are intended to have the same functionalities and IMPERIT is committed to ensuring that there are no differences in functionalities. However, IMPERIT stipulates that it is not responsible for any discrepancies in the services available in the Web Application, Mobile Application and Desktop Application.
2. Users may not publish in the Application content that is unlawful or inconsistent with social principles or good morals (for example, discriminatory, pornographic, vulgar, violating the personal rights of others, etc.), as well as false or misleading.
3. Any User who becomes aware that data of an unlawful nature is processed in the Application is obliged to report it to IMPERIT at the address: support@inlockly.com
4. IMPERIT reserves the right to block the User's Account, without additional notice to the User who violates the above-mentioned rules. Information about the possible blocking of the User's Account shall be provided by e-mail.
5. IMPERIT, its directors, employees, partners, agents, suppliers or affiliates are not responsible for:
    a. any loss or damage, indirect, incidental, special, consequential or punitive damages, including but not limited to economic loss, loss or damage to electronic media or data, goodwill or other intangible losses
    b. any amounts in excess of the fees actually paid by you in the six (6) months preceding the event giving rise to the claim, resulting from:
        i. user's access to or use of the Application;
        ii. inability to access or use the Application;
        iii. any conduct or content of any third party in or related to the Application;
        iv. any content obtained from or through the Application;
        v. unauthorized access to use or alter your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal claim, whether or not we have been advised of the possibility of such harm, even if it appears that the remedy set forth herein has failed of its essential purpose.
6. IMPERIT makes no warranties, representations or guarantees of any kind with respect to the website, application and related technology. All applicable warranties, terms and conditions are excluded to the fullest extent permitted by law.
7. User use the Application and Services at your sole risk.
8. The Service is provided without warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided by Polish law.
9. IMPERIT, its subsidiaries, affiliates and its licensors do not warrant that:
    a. the service will operate continuously, securely, or be available at a specific time or location;
    b. any errors or defects will be corrected;
    c. the service is free of viruses or other harmful components;
    d. the results of using the service will meet the requirements of the User;

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§ 12.
Warranties, remedies and disclaimers

1. Inlockly™ warrants that the Services will be provided in a manner consistent with the published documentation of the Application (available via the website at www.inlockly.com).
2. Inlockly™ also represents that commercially reasonable steps have been taken to prevent the introduction of malicious code or other internal components, devices or mechanisms designed to interfere with, disable, damage or otherwise impede in any material respect the normal and authorized operation of the Application.
3. In the event of a breach of the foregoing warranty, Inlockly™ will use commercially reasonable efforts to promptly repair the Services so that they are in compliance. In the event of a breach of the foregoing warranty lasting thirty (30) days or longer in the event Inlockly™ is unable to repair the services, your sole remedy shall be to terminate this Agreement and receive a refund of any amounts paid in advance for the services for the period following termination.
4. Each party represents and warrants that:
    a. has the legal authority to enter into this Agreement;
    b. will not pass any malicious code to the other party;
5. EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. INLOCKLY™ DOES NOT WARRANT (WITHOUT PREJUDICE TO THE FOREGOING LIMITED WARRANTY) THAT IT IS FREE FROM DEFECTS OR ERRORS OR THAT YOUR ACCESS TO IT WILL BE UNINTERRUPTED.

§ 13.
Terms and termination

1. Subject to Section 2. of the foregoing paragraph, this Agreement shall commence upon the creation of an Account by the User and shall continue until the deletion of the User's Account.
2. A Party may terminate this Agreement for good cause:
    a. upon written notification to the other Party of a material breach, if the breach remains uncorrected after a given period of time;
    b. if the other Party becomes the subject of a bankruptcy petition or other insolvency proceedings, receivership, liquidation or transfer for the benefit of creditors.
    c. Notwithstanding the foregoing, if at any time you are dissatisfied with the implementation services or service configuration provided by Inlockly™, then your sole remedy shall be to notify Inlockly™ of your dissatisfaction, and Inlockly™ shall then take

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commercially reasonable measures to improve the implementation services or correct service configuration. If the Parties agree that Inlockly™ is unable to complete the configuration of the Services as originally agreed by the Parties under this Agreement, then User may terminate this Agreement upon written notice to Inlockly™

§ 14.
Operation of the Application

1. IMPERIT shall endeavor to ensure that the Application and all Services made available through it operate continuously and without interruption, however, IMPERIT shall not be responsible for interference caused by acts of God, failures or unauthorized interference by Users or third parties, malfunction of User's equipment, insufficient bandwidth of the connection through which the User uses the Application, violation of the Terms and Conditions by the User.
2. IMPERIT reserves the right to temporarily shut down the Application in whole or in part for maintenance work, without prior notice to Users.
3. IMPERIT reserves the right to make any changes to the Application, including adding new functionalities.
4. IMPERIT provides the support necessary for the proper functioning of the Website and the Application. All failures and defects can be reported by sending a request to: support@inlockly.com. IMPERIT declares a response time to the notification not exceeding 72 hours. The response time is not the same as the time required to resolve the reported problem. IMPERIT will endeavor to resolve all problems in the shortest possible time, but makes no guarantees to Users in this regard.
5. IMPERIT shall not be liable for non-performance or improper performance of the service for reasons arising from:
    a. service interruptions or unavailability of the Website or the Application that will be beyond the control of IMPERIT or resulting from events that the Administrator could not foresee,
    b. malfunctioning of the Website or the Application independent of the Administrator, in particular resulting from problems on the part of telecommunications operators, providers of telecommunications lines and electricity,
    c. access to accounts functioning within the Application by unauthorized persons due to circumstances on the part of the User,
    d. Dangers associated with the use of the network by the User, for example, hacking attacks, infection of the system by viruses or similar events,
    e. the User's actions and omissions, including in particular the User's use of the Website or the Application in a manner inconsistent with applicable laws, the Regulations, good customs or accepted customs,
    f. force majeure.
6. Notwithstanding the foregoing disclaimers of liability, in the event any liability of IMPERIT related to the Application or the Website is recognized, such liability shall be limited to the amount of compensation previously paid by you for the use of the Application.

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§ 15.
Reporting and processing of complaints

1. Users have the right to file a complaint regarding the non-functioning or malfunctioning of the Application. Complaints should be submitted to the e-mail address: support@inlockly.com and should include the User's contact information (at least e-mail) and a description of the malfunctioning of the Application.
2. Complaints will be processed as soon as possible, but no later than within 30 days of receipt of the complaint by IMPERIT. The day on which the complaint is filed shall be considered the day on which the application is received by IMPERIT.
3. After exhausting the complaint procedure, if IMPERIT does not accept tfhe complaint, the User has the right to pursue claims in a court of general jurisdiction.
4. A user who is a consumer may use out-of-court ways of handling complaints and pursuing claims, including but not limited to referring the matter to a permanent arbitration court at the Trade Inspection, a provincial inspector of the Trade Inspection or a district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
5. IMPERIT informs that with regard to possible disputes regarding contractual obligations under the contract for the provision of services, including the handling of complaints, the User who is a consumer may also use the ODR (Online Dispute Resolution) platform for out-of-court dispute resolution: https://ec.europa.eu/consumers/odr.

§ 16.
Final provisions

1. The regulations come into effect on January 17, 2023.
2. IMPERIT reserves the right to change the provisions of the Terms and Conditions at any time, in particular due to changes in the functionalities offered in the Application. Any change to the Terms and Conditions will be communicated to Users by publishing the Terms and Conditions with changes in a unified version on the Website and in the Application along with information about the changes. Amendments to the Terms and Conditions shall become effective within 7 days of publication on the Website.
3. Logging in to the Account after the effective date of the amendments to the Terms and Conditions is equivalent to the User's acceptance of the Terms and Conditions as amended. If you do not accept the Terms and Conditions after the changes, you may stop using the Application or uninstall it.
4. In matters not regulated in the Regulations, the provisions of generally applicable law shall apply, in particular the provisions of the PL Act of July 18, 2002 on the provision of electronic services.

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