

# SILENTNOTARY USER AGREEMENT

Effective Date: March 11, 2019

## 1. Introduction and the Purpose of SilentNotary

SilentNotary welcomes You («**User**») to use in accordance with the terms of this SilentNotary User agreement SilentNotary's online software «**SilentNotary Software**» that is specifically developed and designed to provide Users with trusted and safe solution to save and certify documents, emails, chats, and audio- and video recordings while securing authenticity using blockchain technology («**SilentNotary Services**») in a lawful, secure, worldwide way.

## 2. SilentNotary' Offer

This SilentNotary User Agreement constitutes an offer to conclude the License agreement for the use of SilentNotary Software under the conditions stated below (SilentNotary' Offer to use SilentNotary Software) and can be accepted by any legally capable individuals not younger than 18 years of age or legal persons not otherwise than by adherence to the entire SilentNotary User agreement, including the conditions of its applications, which are deemed to be its integral part.

1. This SilentNotary User agreement includes and hereby incorporates by reference the following applications: SilentNotary License fees (<https://helper.silentnotary.io/LicenseFees>), SilentNotary Privacy Policy (<https://helper.silentnotary.io/PrivacyPolicy.pdf>), (collectively, with this SilentNotary User agreement, "***the SilentNotary User agreement***").

SilentNotary may, in its sole discretion, amend the SilentNotary User agreement at any time by posting a revised version on SilentNotary's website at <https://helper.silentnotary.io/UsersAgreement.pdf>.

Any revisions to the SilentNotary User agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "Effective Date"). If the change includes an increase to License fees charged by SilentNotary, such change will take effect after 7 days' after it was posted.

## 3. User's Acceptance

To become a party of SilentNotary User agreement, which means the conclusion of License agreement for the use of SilentNotary Software under the conditions stated below, the User carries out the registration procedure at <https://personal.silentnotary.io/auth/registration>.

By registering in SilentNotary Software, the User acknowledges and agrees that fully and unconditionally accepts SilentNotary' Offer to use SilentNotary Software that constitutes a license agreement for the use of SilentNotary Software under the conditions stated below, without reservation or exception.

The moment when the User Agreement SilentNotary is concluded (the acceptance of SilentNotary' Offer to use SilentNotary Software), shall be the moment of the first entry in the User Account of the SilentNotary Software.

If You do not agree to all of the terms of the SilentNotary User agreement, You may not register, access and use any part of SilentNotary's Software.

## 4. User's Digital signature.

After successful registration on the Silentnotary Software the User receives a Login and Password to use the SilentNotary Services.

By using the Login and Password User confirms the creation of User's Electronic signature, and agrees that all information in electronic form, signed by User using the Electronic signature (using User's Login and Password) is accepted by User and SilentNotary to be an electronic document equal to a paper document signed by a handwritten signature.

All actions carried out with the use of Login and Password of the user (Electronic signature), considered to be executed by the User.

By registering for a User's account User is deemed to have executed this User Agreement electronically, effective on the date User enter User's account via Login and Password.

User's account registration constitutes an acknowledgement that User is able to electronically receive, download, and print the SilentNotary User agreement and any amendments.

## 5. SilentNotary License grants and restrictions

**SilentNotary License Grant.** SilentNotary grants User a non-exclusive, non-sublicensable, non-transferable, worldwide and revocable license to use SilentNotary Software and provides User with User's Account and User's dashboard so long as User fulfills all his or her liabilities in accordance with the SilentNotary User agreement.

**License Grant Restrictions.** User shall not, and shall not allow any third party to: (i) use the SilentNotary Software to mislead other users and third parties, as well as to violate data protection legislation or any other any applicable national, state or local legislation; (ii) insert into the SilentNotary Software any viruses, worms, date bombs, time bombs, or other code that is specifically designed to cease operating, or to damage, interrupt, or interfere with any end user data; (iii) disassemble, de-compile or otherwise reverse engineer the SilentNotary Software or otherwise attempt to learn the source code or algorithms underlying the SilentNotary Software; (iv) provide, sell, license, lease or lend the SilentNotary Software to any third party; (v) use the SilentNotary Software for of illegal or unlawful actions or other unauthorized purposes; (iv) exceed the scope of any license granted to User hereunder.

**Trademark License and Use.** User acknowledges and agrees that the SilentNotary's Trademarks are owned solely by SilentNotary, and agrees to use the SilentNotary's Trademarks only in the form and manner prescribed by SilentNotary. SilentNotary acknowledges that all User's Trademarks are owned solely by User, and agrees to use the User's Trademarks only in the form and manner prescribed by User.

For the purpose of using in advertising, marketing, promotions and promotional materials about SilentNotary's Software, User hereby grants to SilentNotary a royalty-free, non-licensable, transferable, non-exclusive, worldwide, irrevocable and perpetual license to reproduce, display, distribute, and otherwise use the trademark(s), service mark(s), logo(s) or other brand(s) associated with User and User's Mobile App(s).

**Trademark Restrictions.** User shall not remove, modify, adapt, or prepare derivative works of any SilentNotary's Trademarks, SilentNotary's copyright notices, or other SilentNotary's proprietary rights notices.

**Proprietary rights.** The SilentNotary User agreement does not convey the title or ownership of SilentNotary's Software from SilentNotary to User but instead gives User only the limited rights and abilities to use SilentNotary's Software as set forth above. SilentNotary reserves all rights not expressly granted by this User Agreement.

User acknowledges and agrees that SilentNotary's Software and its source code form, all enhancements, corrections and modifications to the SilentNotary's Software, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of SilentNotary's Software, are and shall remain the sole and exclusive property of SilentNotary.

## 6. License fees and Payments.

User shall pay SilentNotary the License fees in accordance with the SilentNotary License fees list set forth at <https://helper.silentnotary.io/LicenseFees>.

User agrees to all pricing terms and conditions set forth in SilentNotary User Agreement and SilentNotary License fees list.

## **7. Taxes**

The license fees payable by User to SilentNotary hereunder do not include any amount for any applicable national, state or local duty, value-added, withholding or other tax or levy ("Tax") and User shall be responsible for payment of all such Taxes imposed on orders of the SilentNotary Software or other fees incurred hereunder, or shall reimburse SilentNotary for any Taxes paid by SilentNotary on User's behalf (exclusive of Taxes on SilentNotary's net income or those for which the User is exempt). If exempt from taxation, the User shall furnish SilentNotary with a valid tax exemption certificate.

## **8. Registration**

The access to SilentNotary's Software is open to individuals not younger than 18 years of age and legal entities with the full legal capacity to conclude this User's Agreement.

In order to use SilentNotary's Software User must complete the registration process at <https://personal.silentnotary.io/auth/registration> and provide all necessary personal or non-personal data in the form and format requested by the SilentNotary.

User's Account means an individual record with its unique Login and Password provided by User that SilentNotary creates for User upon completing the registration process.

Each User is entitled to have only one User's Account otherwise SilentNotary reserves the right to deactivate duplicated User's Accounts without any prior notice.

User is strictly prohibited from providing access to SilentNotary's Software to any other person or entity.

User shall be solely responsible for all the usage and activity on its User's dashboard and for loss, theft or unauthorized disclosure of User's Login and Password.

User agrees to provide SilentNotary with a prompt email notification of any known or suspected unauthorized use or any breach of the security of its User's Account.

## **9. Limitation of Liability**

SilentNotary's Software is provided «as is». User acknowledges and agrees that SilentNotary's Software may contain bugs or minor mistakes, which SilentNotary promises to correct if possible.

User acknowledges and agrees that SilentNotary does not warrant User any financial or other type of outcome, which is the result of the use of SilentNotary's Software.

Nevertheless, the Parties shall be responsible for compliance with the terms of this User's Agreement, for fulfillment of User's commitments and guarantees in the manner and in the amount prescribed by this User's Agreement.

## **10. User's Agreement Term & Termination**

User's Agreement between SilentNotary and User shall commence upon acceptance by User of all the terms of User's Agreement by clicking the acceptance button or accessing and using any part of SilentNotary's Software and shall continue until terminated in accordance with the terms of User's Agreement.

Either party may terminate User's Agreement at any time upon thirty (30) days prior written notice.

SilentNotary shall have the right at its sole discretion and without any prior written notice terminate User's Agreement if:

- (a) the User provides invalid data to complete the registration process;
- (b) the User fails to pay the License fee;
- (c) the User violates the terms of this User's Agreement.

Upon termination of User's Agreement, for whatever reason, all licenses granted by the SilentNotary to the User under the User's Agreement shall immediately terminate.

Upon termination of the User's Agreement, each party will remain liable to the other for any amounts due and owing to the other party as of the date of termination, and such obligation to pay shall survive any termination of User's Agreement.

## **11. Miscellaneous**

Notices: Any notice or other communication under User's Agreement shall be in writing and shall be considered given and received when sent by email.

Competent law and jurisdiction: This User's Agreement shall be governed by and construed in accordance with in accordance with the law of Belize, without regard to principles of conflict or choice of laws, and the parties agree that all disputes relating to this User's Agreement shall be resolved non-exclusively in the courts of Belize, unless the SilentNotary chooses to take proceedings against the User in any other court of competent jurisdiction. The taking of proceedings by the SilentNotary against the User in one or more jurisdictions shall not preclude the taking of proceedings by the SilentNotary against the User in any other jurisdiction, whether concurrently or not.

Severability: If any provision of User's Agreement is held by any court of competent jurisdiction to be illegal, null or void, all the remaining provisions of User's Agreement shall remain in full force and effect.