

IronCAP X Terms of Service

These 01 Communique Terms of Service (referred to interchangeably as the "Terms" or the "Agreement") set out the basic rights and obligations of both 01 Communique Laboratory Inc. ("01 Communique") and you, a person, company or entity (the "Customer") for the delivery and use of the IronCAP X service (comprised of both the IronCAP X technology, the "Service", and enabling software that must be loaded onto the computers, tablets and/or handheld devices to utilize the Service, the "Service Software"). Customer agrees to be bound by all the terms and conditions of this Agreement when you download, install, or use this Service. In doing so, you represent and warrant that: (a) you are the legal age of majority under applicable law to enter into a binding agreement; and (b) if Customer is a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into this Agreement on behalf of the Customer and bind Customer to these Terms.

1. **General.** The Service provides Customer the ability to encrypt outbound email messages, decrypt inbound email messages encrypted by the Service, encrypt and/or decrypt files accessible on the computer or devices with the Service Software installed and running on it (the "Host Device"), according to the Service specifications. There must be an Internet connection on the Host Device to be able to use the Service. Any and all Internet access fees are the direct responsibility of the Customer. 01 Communique will make every reasonable effort to ensure that the Service technology is operational and available for a Customer. In accordance with these Terms, we will provide the Service to the Customer: (a) while applicable services and technology exist to deliver the Service; (b) where 01 Communique is permitted by law to provide the Service; and (c) while the Service continues to be a 01 Communique supported service.
2. **Fees and Payments.** There is no fee for the Personal Usage Customers. Personal Usage is defined as using the Service for non-commercial personal use not associated with any operations in any organization entity, whether it is for profit, non-profit, governmental, etc. All Customers not qualified as Personal Usage Customers are considered as Business Usage Customers. The Business Usage Customer agrees to pay a subscription fee to use the Service, plus any applicable taxes. Subscription fees are made available at <https://www.ironcapx.com> and presented to the Customer when electronically subscribing to the Service. Customer electronic subscriptions will continue and renew automatically unless: (a) terminated by 01 Communique or the Customer pursuant to section 3 below; or (b) Customer notifies 01 Communique to change subscription type. Subscription fees paid are non-refundable. Electronic subscriptions require the Customer to supply a valid credit card with sufficient credit to pay the subscription fee and the Customer acknowledges that all future subscription fees will be charged to this credit card without notice. In the event that a subscription fee cannot be charged against this credit card, the Service will be terminated. 01 Communique reserves the right to change subscription fees, or add new fees or charges, by providing the Customer with advance notice.
3. **Termination of Service.** 01 Communique may terminate the Service in any of these

situations: (a) Customer breaches these Terms; (b) Business Usage Customer does not renew subscription when next subscription fee is due; (c) Business Usage Customer supplied credit card is invalid or does not have sufficient credit to pay the Service subscription fee; (d) 01 Communique believes that the activity of the Customer during use of the Service is not indicative of normal Customer actions and/or use and has the potential to put the Service or 01 Communique and its Customers at risk or liability; (e) 01 Communique identifies that the Service Software installed on the Host Device has been altered; or (f) 01 Communique suspects that the Customer is using the Service for fraudulent or illegal purposes. Customer may terminate the Service at any time by making a written request to 01 Communique to terminate the Service. No prior notice is required by 01 Communique to immediately terminate the Service.

4. Rights of Use. Without the express written consent of 01 Communique, Customer shall not: (i) disassemble, alter, modify, de-compile or otherwise reverse engineer the Service and/or Service Software; (ii) modify, translate, adapt, reprogram, or otherwise create derivative works based upon the Service Software; (iii) rent, lease, sublicense, distribute or transfer the Service Software; (iv) make the Service Software available to others on the Internet or any on-line service; or (v) reproduce, copy or allow others to access or use the Service Software. Furthermore, the Customer agrees to use the Service for the purposes of the features offered by it and not for any other actions or use that would put the Service or 01 Communique and its Customers at risk or liability. All rights not expressly granted in these Terms are reserved to 01 Communique.
5. Proprietary Rights. Title to the Service and Service Software remains with 01 Communique. The Service Software is licensed to Customer, not sold, and is protected by Canadian copyright and intellectual property laws, including trade-mark, patent, trade secret, and any other proprietary rights, international treaty provisions, and all other applicable federal and provincial laws. For greater certainty, license to use the Service Software is non-exclusive, non-transferable, non-sublicensable, and conditional on Customer's strict compliance with these Terms.
6. Change of Terms. 01 Communique reserves the right to amend these Terms at any time by posting a revised Terms of Service on its corporate website at www.ironcapx.com. Customer accepts the amended Terms if Customer continues to subscribe to the Service after posting of the new Terms. Customer understands and agrees that they are solely responsible for periodically reviewing the Terms of Service.
7. Confidentiality of Customer Records. Unless a Customer consents in writing, or disclosure is pursuant to a legal power, all information collected and stored by 01 Communique regarding the Customer is confidential and may not be disclosed to anyone other than (a) the Customer; (b) a person who, in 01 Communique's reasonable judgment, is seeking the information as the Customer's agent; or (c) 01 Communique's employees, agents, contractors and affiliates, solely for the purpose to fulfill 01 Communique's obligations under these Terms. To the extent that disclosure is required by law, such disclosure shall not occur without prior advance written notice. For greater certainty, any username, password, or any other piece of

information chosen by Customer, or provided to Customer as part of the Service's procedures, must be treated as confidential, and must not be disclosed to any other person or entity. Customer is responsible for any password misuse or any unauthorized access, including any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. Customer agrees to notify 01 Communique immediately of any unauthorized access or any other breach of security. More information on 01 Communique's current Privacy Policy can be found on its corporate website at www.ironcapx.com.

8. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND SERVICE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, 01 COMMUNIQUE DISCLAIMS AND EXCLUDES ALL WARRANTIES, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE AND SERVICE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 01 COMMUNIQUE DOES NOT WARRANT AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT IT IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT THE USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT YOU SOLELY ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA FROM YOUR COMPUTER.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, 01 COMMUNIQUE, OR ITS DISTRIBUTORS, SHALL NOT IN ANY CASE BE LIABLE FOR (A) ANY LOSS OF COMPUTER PROGRAMS OR DATA, OR FOR INCREASED COST OF OPERATIONS, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE FORM OF ACTION, EVEN IF 01 COMMUNIQUE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; (B) ANY LOSS OF PROFITS OR REVENUES; (C) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE AND SERVICE SOFTWARE OR THESE TERMS; (D) ANY DAMAGES ARISING OUT OF OR RELATING TO EQUIPMENT, SOFTWARE, APPLICATIONS, SERVICES, OR CONTENT PROVIDED BY THE CUSTOMER, USERS OR THIRD PARTIES; (E) SERVICE INTERRUPTIONS, ERRORS, DELAYS OR DEFECTS IN TRANSMISSION; OR (F) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE CUSTOMER'S OR THIRD PARTIES' INFORMATION, NETWORK OR SYSTEMS BY ANY MEANS, INCLUDING WITHOUT LIMITATION ON VIRUSES.
10. **INDEMNITY.** YOU WILL INDEMNIFY AND HOLD 01 COMMUNIQUE AND ITS DISTRIBUTORS HARMLESS AGAINST ANY AND ALL CLAIMS RELATING TO: (A) YOUR UNLAWFUL OR IMPROPER USE OF THE SERVICE AND SERVICE SOFTWARE; (B) YOUR FAILURE TO COMPLY WITH THESE TERMS; OR (C) ANY DAMAGE OR CLAIM CAUSED BY YOUR ACTS OR OMISSIONS, OR ARISING FROM YOUR USE OF THE SERVICE OR SERVICE SOFTWARE.
11. **Severability.** If any term or provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or

unenforceability shall not affect the remaining terms or provisions of this Agreement.

12. General Provisions. The laws in effect in Ontario, Canada will apply to the Agreement. It is agreed that any lawsuit arising under or relating to this License shall be maintained in the courts of the jurisdiction of Ontario, Canada, wherein 01 Communique conducts its primary business, and under the laws of this jurisdiction.