

# LEGACYSECURE INC. TERMS OF SERVICE

Last updated: July 8, 2021

Please read these Terms of Service carefully before using Our Service.

## Interpretation and Definitions

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### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms of Service:

**Application** means the software program provided by the Company downloaded or accessed by You on any electronic device, named LEGACYSECURE END-USER VERIFICATION.

**Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Country** refers to: United States

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to LEGACYSECURE INC., 1273 North Avenue, Building 5, Apt. 5D New Rochelle, NY 10804.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Service** refers to the Application.

**Terms of Service** (also referred as "Terms") mean these Terms of Service that form the entire agreement between You and the Company regarding the use of the Service.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

**NFC Chip** means the Company's near-field communication chip affixed to the product label that allows phones, tablets, laptops, and other devices to share data with other NFC-equipped devices easily.

**NDEF** means messages and records. An NDEF Record contains typed data, such as MIME-type media, a URL, or a custom application payload.

**Chip Identifier Verification** means the process of matching the Company's NFC Chip located on the label with the Company's database by scanning the NFC chip using a compatible device.

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

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These are the Terms of Service governing the use of this Service and the agreement that operates between You and the Company. These Terms of Service set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Service. These Terms of Service apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Service. If You disagree with any part of these Terms of Service then You may not access the Service.

You represent that you are over the age of 21. The Company does not permit those under 21 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## Intellectual Property

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The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

**Use Restrictions.** You shall not (i) modify, copy or create derivative works based on the Service; (ii) duplicate or copy any content forming part of the Service, Documentation, or Intellectual Property; (iii) reverse engineer the Service; or (iv) access the Service in order to (1) build a competitive product or service, (2) copy any ideas, features, functions or graphics associated with the Service, or (3) for any other purpose or reason than related to Your own use of the Service for its intended purpose of end user verification of your product or other authorized use which shall be determined solely by the Company.

**Suggestions.** The Company shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to exploit, use or incorporate, in any manner the Company deems appropriate, into the Service any suggestions, comments or other feedback, without limitation, provided by You relating to the Service.

## Links to Other Websites

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Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the Terms of Service and privacy policies of any third-party web sites or services that You visit.

## Termination

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We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, Your right to use the Service will cease immediately.

## Limitation of Liability

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Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or one hundred (100) USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states and countries do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states or countries, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

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The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

**LEGACYSECURE supports full Chip Identifier Verification. Chip Identifier Verification allows LEGACYSECURE to trust that the NFC chip matches or does not match LEGACYSECURE’s database of labels. LEGACYSECURE supports URL based identification from the NDEF records stored on the chip with most Android operating systems. Currently, LEGACYSECURE can only partially validate the authenticity of the NFC chip using URL based identification when You scan the NFC Chip using a device with an IOS operating system often found in Apple Inc. products. LEGACYSECURE is NOT able to fully validate the NFC chips with the same level of accuracy as found when scanning the NFC Chip using a device with an Android operating system due to lack of support by Apple Inc. in webNFC. We are in process of creating a mobile application for iOS to allow for full validation in the IOS operating system. Without limiting the foregoing, neither the Company nor any of the Company's provider makes any representation or warranty of any kind, express or implied that LEGACYSECURE provides full authentication or verification that the NFC chip affixed to the product matches LEGACYSECURE’s database of labels.**

## **Governing Law**

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The laws of the state of New York, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **Disputes Resolution**

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If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

### **Mandatory Arbitration**

Any and all claims arising out of or relating to the Terms or the breach thereof that cannot be resolved by You informally contacting the Company as referenced directly above shall be settled by arbitration administered by the American Arbitration Association (“AAA”). The Arbitrations shall be conducted in accordance with Commercial Arbitration Rules (the “Rules”). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted by an AAA approved arbitrator in New York City, NY. YOU ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THE COMPANY WAIVE THE RIGHT TO A TRIAL BY JURY OR TO

## PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION.

If for any reason a claim proceeds in court rather than in arbitration, the Terms shall be governed by and construed in accordance with the Laws of the State of New York.

If for any reason a claim proceeds in court rather than in arbitration, the dispute regarding the Terms will be heard and resolved in the State and Federal courts located in New York County in the State of New York, and parties submit to the jurisdiction of such court.

## For European Union (EU) Users

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If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Legal Compliance

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You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

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### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

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These Terms of Service may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms of Service

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We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

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If you have any questions about these Terms of Service, You can contact us:

- By email: [contact@legacysecure.tech](mailto:contact@legacysecure.tech)

By clicking the “I AGREE” button, you agree to be bound by the Terms of Service of this agreement. If you do not agree to the Terms of Service of this agreement, do not click the “I AGREE” button.