



## Terms of Service

Mindpass, Inc. Terms of Service  
Copyright (c) 2019 Mindpass, Inc

Mindpass, Inc. (a Delaware Corporation) ("Mindpass", "we", "us", or "our") operates and provides our users (each user, "you") with the Mindpass password management tool, (the "App"), as well as a number of related services enabled via the App (collectively, the "Services"). The following terms and conditions (the "Agreement") form a binding agreement between you and us regarding your use of the App and Services. Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any of our services. If these terms and conditions are considered an offer by Mindpass, acceptance is expressly limited to these terms. Our Services are not directed to children younger than 13, and access and use of our Services is only offered to users 13 years of age or older. If you are under 13 years old, please do not register to use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older. Use of our Services may require a Mindpass account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

### **PRIVACY POLICY**

Mindpass respects the privacy of its Service users. Please refer to the Mindpass Privacy Policy (found here: [\[Mindpass Privacy Policy\]](#)) which explains how we collect, use, and disclose information that pertains to your privacy.

### **1. Mindpass**

Your Mindpass Account and App. To use our Services, you must download the App (unless the App has been pre-installed on your computer or mobile device), register online or through the App and set up an account (an "Account") with us. Your Account will be linked to your App which is accessed separately by following the instructions in the App, and remembering your collection of images (the "Images"). Your Account may be for a free version, a "freemium

version" (e.g., temporary access to premium features for free) or for a premium version. Each version may have different features enabled and you will only be enabled to use the features applicable to the version you have registered for. You agree to be responsible for any act or omission of any users that access the Site or Services under Your Account. Payment and Renewal. General Terms. Optional paid services such as device sync are available (any such services, an "Upgrade"). By selecting an Upgrade you agree to pay Mindpass the monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. Automatic Renewal. Unless you notify Mindpass before the end of the applicable subscription period that you want to cancel an Upgrade, your Upgrade subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Upgrade (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstances:

- access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service,
- collect or harvest any personal data of any user of the Site or the Service
- use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- use the Service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

## 2. Mindpass, the App. Description

The App is a password management tool that allows you to generate repeatable password hashes at the time of use. Your passwords are automatically hidden or removed upon exiting the browser or using the clear function on The App. Selecting your Mindpass in the App enables The App to generate your passwords for the pages you visit. You may create passwords using the App (the “Create and copy a Mindpass for external applica- tion”) that are less likely to be hacked than simple passwords people commonly use. However, we make no guarantees regarding the security of any password the Password Generator creates. Mindpass is not liable for your inability to use any site (or third party mobile app) resulting from your use of the App.

**Ownership.** By using the App, you agree that Mindpass and its licensors own all rights, title and interest included in the Services, including all content, data, information, text, software, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the App, excluding the images that are all in the public domain. You will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App.

**Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Mindpass.

**Access.** If you lose access to your Mindpass account or forget your Mindpass, you may not be able to generate your passwords. We are not responsible for any information lost in the App.

**Prohibited Uses.** When using our Services, you agree not to: Publish material or engage in activity that is illegal under applicable law. Use the App in any way to compromise our Services, as determined by us in our sole discretion. Disclose the sensitive personal information of others. Send spam or bulk unsolicited messages. Interfere with, disrupt, or attack any service or network. Distribute material that is or enables malware, spyware, adware, or other malicious code. License, sell, rent, lease, reproduce, resell, transfer, assign, distribute host or otherwise commercially exploit any content found in our Services, conduct or promote any illegal activities while using our Services, reverse engineer, disassemble, decompile, or translate or jeopardize the correct functioning of our Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies our Services, attempt to gain access to secured portions of our Services to which you do not possess access rights, use any automatic, electronic or manual process to harvest information from our Services (including without limitation robots, spiders or scripts), impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or Mirror or frame the App or any content, place pop-up windows over its pages, or otherwise affect the display of its pages, substantially replicate products or services offered by Mindpass, including the republication of Mindpass content or the creation of a separate platform. You may not display, distribute, or otherwise make available content or data to governmental entities for intelligence gathering or surveillance purposes. If Mindpass believes, in its sole discretion, that you have violated or attempted to violate these conditions or the spirit of these terms, your ability to use and access our Services may be temporarily or permanently revoked, with or without notice.

### **3. Responsibility of Users**

Mindpass has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material's content, use or effects. By operating our Services, Mindpass does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Mindpass disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

### **4. Copyright Infringement and DMCA Policy**

As Mindpass asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Mindpass violates your copyright, you are encouraged to notify Mindpass. Mindpass will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Mindpass will terminate a visitor's access to and use of the App if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Mindpass or others. In the case of such termination, Mindpass will have no obligation to provide a refund of any amounts previously paid to Mindpass.

### **5. Intellectual Property**

This Agreement does not transfer from Mindpass to you any Mindpass or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Mindpass. Mindpass, the App, the Mindpass logo, and all other trademarks, service marks, graphics and logos used in connection with our Services, are trademarks or registered trademarks of Mindpass or Mindpass's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Mindpass or third-party trademarks.

### **6. Changes**

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication

before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

## **7. Termination**

Mindpass may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Mindpass account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **8. Disclaimer of Warranties**

Our Services are provided “as is.” Mindpass and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Mindpass nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

## **9. Limitation of Liability**

In no event will Mindpass, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Mindpass under this agreement during the twelve (12) month period prior to the cause of action. Mindpass shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **10. General Representation and Warranty**

You represent and warrant that (i) your use of our Services will be in strict accordance with the Mindpass Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third party.

## **11. US Economic Sanctions**

You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and Mindpass reserves the right to terminate accounts or access of those in the event of a breach of this condition.

## **12. Indemnification**

You agree to indemnify and hold harmless Mindpass, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

## **13. Translation**

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

## **14. Miscellaneous**

This Agreement constitutes the entire agreement between Mindpass and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Mindpass, or by the posting by Mindpass of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of Delaware, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Delaware. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Mindpass may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. These Terms of Service have been written modeling WordPress's Terms of Service licensed under Creative Commons Share-Alike.