



EE2E.app END USER Agreement

The EE2E.app End User Agreement (“Agreement”) is between you, the End User (“End User”) registering to utilize this EE2E.app (“EE2E.app”) Licensed EE2E Platform.

EE2E.app licenses Licensed EE2E Platform platforms (“Licensed EE2E Platform”) to Licensee’s (“Licensee”). EE2E.app Licensed EE2E Platforms provide end-to-end encryption for messages in text form and for voice calling.

This Agreement is presented electronically, by clicking “Agree to Terms” and by continued use of the Licensed EE2E Platform, End User agrees to the following “Terms”:

1. You must be at least 18 years old to use the Licensed EE2E Platform.
2. End User agrees to use the Licensed EE2E Platform for legal purposes only. End User will not use (or assist others in using) the Licensed EE2E Platform that could:
 - A. Violate any country's laws or regulations.
 - B. Violate or infringe the rights of EE2E.app.
 - C. Violate intellectual property, or other rights.
 - D. Involve sending data that could potentially be deemed illegal.
3. End User Restrictions
 - A. End User cannot utilize the Licensed EE2E Platform in Restricted Countries as set forth within this Agreement.
 - B. End User cannot decompile, reverse engineer or disassemble the Licensed EE2E Platform source code.
4. No Location Tracking – For security purposes, the Licensed EE2E Platform does not utilize location tracking, IP address tracking or artificial intelligence within the



Licensed EE2E Platform. The Licensed EE2E Platform does not utilize any software from Google, Microsoft or Amazon.

5. Technical Support – EE2E.app provides Licensed EE2E Platform instructions and written documentation to End User which are available to Licensed EE2E Platform end users within the Licensed EE2E Platform. EE2E.app does not provide technical support.
6. Upon registration, Licensee must approve or deny approval of End User account.
7. Term and Termination – Licensee may terminate your End User account at any time for any reason.
8. Country Use Restrictions – Because of US laws there are Country Restrictions, EE2E.app Software cannot be utilized in specific countries, including Afghanistan, Cuba, China, Iran, North Korea, Syria, Russia, Ukraine, Belarus, Syria, Iraq, Libya, Somalia, and Zimbabwe. End User agrees to comply with applicable laws and regulations of the country which End User resides
9. Licensed EE2E Platforms are hosted on Licensee server which EE2E.app does not have access.
10. Licensee has agreements with Third-Party Software, (“Third-Party Software”) providers to provide services. For example, Licensee has separate agreements and services with their own server host, Cloudflare account, content delivery service, and SMTP email service that are connected to the Licensed EE2E Platform. The end user terms of service and privacy policies of all Third-Party Software providers in use with the Licensed EE2E Platform will govern End User use of those Third-Party Software services.
11. Encryption Technology – EE2E.app Licensed EE2E Platform utilizes encryption technology. End User understands and agrees that encryption is not a guarantee of confidentiality and that EE2E.app or its Third-Party Software providers are not liable and End User indemnifies EE2E.app for any potential breach of confidentiality that could potentially occur because of decryption by a third party.
12. Indemnity – End User shall defend, indemnify and hold harmless Licensee and EE2E.app against claims, actions, liabilities, proceedings, losses, damages,

expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

- A. End Users or End Users use of the Licensed EE2E Platform and/or Documentation or Third-Party Software providers; or
- B. End Users collection, use, processing and/or transfer of any Data or other End User or End User personal or business data; or
- C. Any claim of any kind including legal fees arising from any claim, demand or action alleging that any use the End User makes of the Licensed EE2E Platform is contrary to any law, code or regulation in any country.
- D. Any claim that the Licensed EE2E Platform may infringe any third- party IP, or if the Licensed EE2E Platform breaches any applicable data protection legislation.

13. Warranty - THE LICENSED EE2E PLATFORM IS PROVIDED TO END USER "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. EE2E.APP, ON BEHALF OF ITSELF, ITS LICENSEE, SUBSIDIARIES, AFFILIATES, THIRD-PARTY-SERVICE-PROVIDERS, AND OTHER SUPPLIERS, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IF A EE2E.APP AUTHORIZED RESELLER PROVIDES A SPECIFIC WRITTEN WARRANTY APPLICABLE TO THE LICENSED EE2E PLATFORM, SUCH WARRANTY IS SUBJECT TO THE SEPARATE Agreement BETWEEN END USER AND THE RESELLER.

14. Limitation of Liability - TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EE2E.APP, ITS LICENSEE, SUBSIDIARIES, AFFILIATES, THIRD-PARTY-SERVICE-PROVIDERS OR OTHER SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, OR LOST PROFITS) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT,

WARRANTY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IF THE LICENSED EE2E PLATFORM IS PROVIDED TO END USER AT NO CHARGE, EE2E.APP, ITS LICENSEE, SUBSIDIARIES, AFFILIATES, AND SUPPLIERS WILL NOT BE LIABLE FOR DIRECT DAMAGES.

15. Arbitration and Mediation – EE2E.app, Licensee and End User agree if a dispute arises from or relates to this Agreement. if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. Force Majeure – EE2E.app nor Licensee shall have no liability to the End User under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of EE2E.app or any other party), pandemic, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of EE2E.app's sub-contractors for so long as said cause persists, provided that the End User is notified of such an event and its expected duration.



17. Notices and Dedicated Email – Any notice required to be given under this Agreement shall be in writing and shall be delivered by e-mail to the other party via a Deidcated Email Address (“Dedicated Email Address”) which End User registers at the Licensed EE2E Platform and EE2E.app Dedicated Email Address:
support@ee2e.app
18. Privacy Policy - Information about EE2E.app’s privacy practices is available in EE2E.app’s End User Privacy Statement, available at <https://www.ee2e.app/privacy-policy>
19. Unenforceability - To the extent that any provision of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement will remain in full force and effect.
20. Entire Agreement - This Agreement constitutes the entire agreement between End User and EE2E.app with respect to the licensing of the Licensed EE2E Platform, and supersedes any previous communications, representations, or agreements.