

# Terms & Conditions

## hPass by Hacken

Last updated 09/09/2021

Please read these Terms & Conditions (“**Terms**”) carefully prior to using our password manager application available on the App Store and Google Play (the “**Application**”) and enjoying it as a client.

These Terms contain important information about your legal rights and obligations. If you do not agree with these Terms, please, do not continue to use the Application.

The Application is operated and owned by Hacken OÜ (registration number 14351915), registered at Kai tn 1-5M, Tallinn city, Harju county, 10111, Estonia (which we may refer to as “**Company**”, “we,” “us,” or “our”).

Our collection and use of personal data in connection with your access to and use of the Application is described in our [Privacy Notice](#).

*If you have any questions or comments about these Terms & Conditions or the Application, please contact us at [support@hacken.io](mailto:support@hacken.io)*

### Table of contents:

[Entire agreement](#)

[Application functionality](#)

[Account registration](#)

[Content and intellectual property rights](#)

[Third-party websites and services](#)

[Warranties and disclaimers](#)

[Limitation of liability](#)

[Indemnification](#)

[Applicable law and jurisdiction](#)

[Electronic communications](#)

[Other terms](#)

[Questions and contact information](#)

## Entire agreement

**In brief:** *This is an agreement between Company and users of the Application. By using the Application you agree to comply with these Terms and applicable laws and regulations.*

These Terms and any policies, including our [Privacy Notice](#) and any operating rules posted in the Application constitute the entire legally binding agreement and understanding between you ("**you**" or "**user**") and Company, governing your use of the Application and services rendered by Company through the Application ("**Agreement**").

When you use the Application you hereby declare and warrant that:

- according to your local jurisdiction you are eligible to enter into the Agreement have no restriction to use the Application;
- you are 18 years of age or older (otherwise, you can use the Application exclusively with involvement of a parent or guardian);
- you comply with these Terms and all applicable laws and regulations.

If any material in the Application, or your use of the Application is contrary to the laws of the place where you are when you access it, the Application is not intended for you, and we ask you not to use it. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

## Application functionality

**In brief:** *The Application allows storage passwords and other identification data using reliable encryption mechanisms.*

The purpose of the Application is free secure storage of the user's:

- logins, passwords and related information;
- bank cards and their data;
- text notes;
- digital signature files, photos, seed phrases.

Moreover, the Application allows users to fill out relevant forms automatically on different websites and applications.

Please note that all that data is kept securely encrypted on the hardware devices on which you use the Application and backed up in secure storage. We endeavour that the passwords generated by the Application are as secure as possible, however we do not guarantee their security, and we explicitly disclaim any warranties as to their immunity to any attack, hacking or cracking.

## **Account registration**

**In brief:** *To use the Application you must create the Account or import data from HackenAI. You are responsible for your Account and the consequences of its use, as well as for its security.*

To use the full range of features available through the Application, you must create a personalized account ("Account") using your email followed by confirmation and creating a seed phrase.

If you have an account in [HackenAI](#), you can also synchronize it with the Application to import your passwords using your email and seed phrase received or created in HackenAI.

To enter the Account use your own created pin-code or biometric data such as touch or face-ID.

Please keep your seed phrase in memory, it cannot be restored in case of loss and in consequence you can lose your access to Account.

You are obliged to provide accurate and complete information during registration and keep the information of your Account up-to-date. If you know or for any reason suspect that someone has gained access to your Account, or that your login information has been lost, stolen, misappropriated, or otherwise hacked, please notify us immediately by email at [support@hacken.io](mailto:support@hacken.io).

To delete the Account, please remove all data from the Application and delete it or contact us and we will help you.

## Content and intellectual property rights

In brief: *Company owns the Application and all of its content. In order for you to use the Application and its content, we give you certain rights to it, but you may only use our content in the way we have allowed.*

### Company's content

The Application is owned and controlled by Company. Unless otherwise agreed in writing, all materials in the Application, including text, graphics, software, information, images, designs, trademarks, logos, photographs, video, sounds, music, any other materials and the intellectual property rights in such materials (collectively, the “**Content**”) belong to Company or is included in the Application with the consent of the owner.

Subject to your compliance with this Agreement and the Terms, Company grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable, worldwide license to:

- use the Application in the manner provided for in these Terms;
- access and use the Content made available in or through the Application and granted by Company for the purposes laid down in these Terms.

You are not allowed to use the Content or any of its elements in any way not provided for in these Terms without the prior written permission of Company or owners of the Content.

Under this license, you may not:

- use any robot, spider, another automatic device, or manual process to monitor, copy, or "scrape" web pages or the content contained in the Application or for any other unauthorized purpose without our prior written consent;

- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Application to protect the Application;
- use the Application for illegal purposes;
- change or delete any Company's ownership notices from materials downloaded or printed from the Application.

Any attempt to do so is considered as a violation of these Terms and the rights of Company. If you violate any of these restrictions, your use of the Application will be reviewed and terminated, and you may be subject to legal actions and damages.

### User Content

When using the Application the users may download, create, store, display materials, including trademarks, logos, trade names, texts, images, designs, graphics, icons, files or other materials and information ("**User Content**").

For the purposes provided in these Terms, you own User Content and information that you submit to the Application, and grant Company for a period of your Account existence a limited, revocable, non-exclusive, sub-licensable, transferable, royalty-free, worldwide license to access, use, copy, modify, reproduce, distribute, publish, store, cache and process the information and User Content that you provide through the Application.

When you create or make available any User Content, you thereby represent and warrant that:

- the creation, distribution, downloading, or copying of such User Content does not and will not infringe the rights of any third party;
- you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use your User Content in any manner contemplated these Terms;
- you are solely responsible for all the personal data that may appear in your User Content (such as names, addresses, pictures of any people, their contacts, bank details, etc.)

Company may, but is not obliged to, control, is not responsible for, and makes no representations or warranties with respect to any Content.

## **Third-party services and websites**

*In brief: Some functions of the Application depend on third-party services which we do not control, therefore we cannot guarantee the uninterrupted operation of all features.*

The Application may contain links to other websites and services governed by third parties, as well as some features of the Application may be made available or accessed in connection with third-party services or content that Company does not control.

We are not responsible for the content and services offered through those or any other websites, as well as for any losses, damages or other liabilities incurred as a result of your use of any third-party websites or services.

You acknowledge that other terms of use and privacy policies may apply to your use of such third party websites, services and content.

## **Warranties and disclaimers**

*In brief: The Application is provided to you “as is”. We do not provide any promises regarding the Application or content. The Application may malfunction, in which case we will take every effort to resume its correct operation.*

The services and content provided through the Application are provided “as is” and “as available”. To the fullest extent permitted by law, Company explicitly disclaims all warranties, express or implied, regarding the Application, content and any services you may obtain or access through the Application, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

We do our best to keep your data safe and secure and maintain the Application functionality. However the Application may be subject to unavailability for a variety of factors beyond our control including emergencies, third party service failures, hacker attacks, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, refused, limited, or curtailed.

You assume full responsibility and risk of loss resulting from creating / downloading User content or other material to the Application. We are not responsible for data loss or the inability to use passwords or other information for login or identification.

Company does not guarantee that the Application will be uninterrupted or error-free, that any defects will be corrected, or that the Application is free of viruses or anything else harmful.

We are not making any promises of any kind, including about the accuracy, adequacy, usefulness, reliability, legality or otherwise of the Application and the service.

## **Limitation of liability**

*In brief: You are responsible for your use of the Application in compliance with these Terms and any applicable laws and regulations. Company's liability is limited in accordance with this section, so please read it carefully to understand what to expect.*

In no event shall Company, its directors, members, employees, business partners or agents be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data or property damage related to, in connection with, or otherwise resulting from your use or inability to use the Application, any transaction made through the Application, including, without limitation, any damages caused by or resulting from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, even if Company has been advised of the possibility of such damages.

We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control.

The foregoing limitations of liability do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

If any part of the warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the amount of 100 EUR.

## **Indemnification**

**In brief:** *In case you violate these Terms, misuse the Application, violate any law or third party's rights, you agree to indemnify and defend Company.*

You agree to defend, indemnify and hold harmless Company, our subsidiaries, directors, partners, employees, contractors and agents from and against any and all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from: (i) any breach by you of any of these Terms, (ii) your use/misuse of the Application and/or Content, or (iii) a violation by you of applicable law, third-party's intellectual property or other rights, any agreement or terms with a third party to which you are subject.

We reserve the right to handle our legal defense however we see fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us so we execute our strategy.

## **Applicable law and dispute resolution**

**In brief:** *These Terms are governed by the laws of Estonia. We hope to resolve all the issues by peaceful means, but in case a serious dispute arises between us, it must be resolved in the national courts of Estonia.*

Except as otherwise set forth in these Terms or any policies, these Terms shall be exclusively governed by and construed in accordance with the laws of *Estonia*.



Any dispute, conflict, claim or controversy directly or indirectly arising out of or in connection with the Application or these Terms, including, those relating to its validity, its construction or its enforceability shall be resolved by means of amicable negotiations directly with Company team in accordance with the principles of good faith and cooperation.

If the consensus may not be reached by the negotiations, the dispute shall be settled exclusively in the state courts of Estonia, subject to its jurisdiction rules, with the applicable substantive law of Estonia.

All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

## **Electronic communications**

*In brief: We use email and push notifications to stay in touch with our users. You can receive updates, recommendations and autofill suggestions. You can unsubscribe from commercial emails at any time by following the instructions in such emails.*

By using the Application and providing us with your contact information, you understand and agree that we may send you the electronic communications via email and push notifications regarding, without limitation, (i) your use of the Application; (ii) updates of the Application and these Terms; (iii) suggestions to fill out login / password, etc.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise our offers in which we believe you may be interested. You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

You can read more about the rules of personal data processing in our [Privacy Notice](#).

## Other terms

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations hereunder. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

We reserve the right, at any time at our sole discretion, to modify these Terms. In case of material changes affecting your use of the Application, we'll notify you prior to the changes' effective date by posting a notice on the Application or sending you an email. If you continue to use the Application, you agree to the updated version of these Terms.

If any provision of these Terms is determined to be unlawful, void or unenforceable, the remaining provisions of these Terms will continue to be fully valid, binding and enforceable.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or relating to use of the Application to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## Questions and contact information

If you have any questions or comments about these Terms & Conditions or the Application, please contact us by:

Email: [support@hacken.io](mailto:support@hacken.io).

Writing to the following address: Kai tn 1-5M, Tallinn city, Harju county, 10111, Estonia.