## **TERMS OF USE & PRIVACY POLICY**

By accessing the FingerKey products, mobile phone applications, computer applications, browser extensions or its website, you agree to be bound by these Terms of Use (this "Agreement"), whether or not you use them actively.

- 1 Acceptance of Terms of Use Agreement.
- a. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use FingerKey products. This Agreement includes the Company's Privacy Policy and terms disclosed and agreed to by you if you purchase or accept additional features, products or services we offer in FingerKey, such as terms governing features, billing, free trials, discounts and promotions.
- b. By accessing or using products, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein and consent to have this Agreement and all notices provided to you in electronic form. To withdraw this consent, you must cease using and delete our products from your electronic devices. Please print a copy of this Agreement for your records. This Agreement may be modified by the Company from time to time.

## 2 - Data Security.

You are responsible for maintaining the confidentiality of your master password and phone passcode, used to encrypt all of your sensitive data. You are solely responsible for all actions taken by anyone you share you these passwords with.

## 3 - In-app purchases.

FingerKey offers additional products and services for purchase ("in app purchases") through the App Store <sup>SM</sup>, Google Play or other application platforms authorized by our Company (each, a "Software Store"). If you choose to make an in app purchase, you will be prompted to enter details for your account with the mobile platform you are using (e.g., Apple, Android, etc.) ("your IAP Account"), and your IAP Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. In app purchases may include a free trial period. At the end of the free trial period, you will be charged the price of the subscription and will continue to be charged until you cancel your subscription. To avoid any charges, you must cancel before the end of the trial period. If you purchase an auto-recurring periodic subscription through an in app purchase, your IAP Account will be billed continuously for the subscription until you cancel in accordance with the platform terms.

## 4 - Data privacy.

We do not store or collect any information, sensitive or not. FingerKey is designed to work locally, meaning all of your data is encrypted and stored on your phone and sent from peer to peer, with no servers between the ends (mobile phone x computer). Even though iOS M displays a dialog by default, informing its users that FingerKey may collect personal information when subscribing to Auto-renewable subscriptions, we never access, collect or store this data.

Last revised on April 20th, 2016