End User License Agreement

Effective Date: 18 April 2019

Last Updated: 20 March 2024

1. **Acceptance of Terms**. By using the Cypherdog Security Inc. software ("**Software**"), you agree to be bound by the terms of this End User License Agreement ("**EULA**" or "**Agreement**") with Cypherdog Security Inc. (referred to as "**Licensor**" or "**Company**"). This Agreement governs your use of the Software and services provided by Cypherdog Security Inc. Under the granted license, the End User does not acquire rights for purposes other than those specified in this document. Specifically, the license does not transfer copyright or property rights to the Software.

2. **License Grant**. Cypherdog Security Inc. grants you a limited, non-exclusive, non-transferable license to install and use the Software for personal or internal business use in accordance with the terms of this Agreement. This license permits you to use the Software solely for its intended purpose as described in the accompanying documentation. You may not modify, reverse engineer, distribute, or sublicense the Software without prior written consent from Cypherdog Security Inc.

3. **Use of Encryption.** The use of encryption within the Cypherdog Security Inc. product is subject to the following terms and conditions:

    (a) **Encryption Technologies.** The Software utilizes encryption technologies to secure data transmission and storage. End Users are responsible for understanding and complying with the encryption mechanisms employed by the Software.

    (b) **Encryption Keys.** End Users are responsible for safeguarding any encryption keys or credentials required for encryption and decryption processes. Cypherdog Security Inc. does not have access to private encryption keys and cannot assist in the recovery of lost keys.

    (c) **Compliance.** End Users must comply with all applicable laws and regulations governing the use of encryption software, including but not limited to export controls and data protection regulations.

    (d) **Limitations.** Cypherdog Security Inc. does not warrant or guarantee the effectiveness of encryption mechanisms employed by the Software. End Users acknowledge that the security of encrypted data may be impacted by factors beyond the control of Cypherdog Security Inc.

    (e) **Liability.** Cypherdog Security Inc. shall not be liable for any damages or losses resulting from the use of encryption software, including but not limited to breaches of data confidentiality or unauthorized access to encrypted data.

    (f) **Indemnification.** End Users agree to indemnify and hold harmless Cypherdog Security Inc. from any claims, liabilities, or damages arising from the use of encryption software in violation of this Agreement or applicable laws.

    (g) **Modification.** Cypherdog Security Inc. reserves the right to modify or update encryption mechanisms used within the Software. End Users will be notified of any changes that may affect their use of encryption features.

4. **User Responsibilities and Software Usage Restrictions.** As the End User, you are responsible for your use of the Software, including compliance with all applicable laws and regulations. You agree not to reverse engineer, distribute, copy, modify, decompile, translate, sell, or misuse the Software in any way. Additionally, you agree not to infringe upon the copyright or trademark rights associated with the Software and its enterprise by using them only in accordance with regulations and accepted practice. You are not authorized to use the Software or trademarks for purposes beyond identifying Cypherdog Security Inc. as the creator and authorized provider of access to the Software.

5. **End User Data Management and Security.** The End User assumes full responsibility for the content and format of the data submitted for encryption. Cypherdog Security Inc. does not have access to the content of encrypted data, nor does it retain access to private encryption keys. Therefore, Cypherdog Security Inc. cannot provide assistance in recovering lost keys.

6. **Data Privacy and Compliance**. The End User acknowledges and agrees that the collection, storage, and processing of your data by Cypherdog Security Inc. is subject to our Privacy Policy and compliance with relevant data protection laws, including but not limited to the General Data Protection Regulation (GDPR) and applicable US Privacy regulations such as the California Consumer Privacy Act (CCPA) and the Health Insurance Portability and Accountability Act (HIPAA) where applicable.

7. **Data Localization**. The End User agrees that Cypherdog Security Inc. may store and process your data in jurisdictions outside your own, including jurisdictions with different data protection laws. You consent to the transfer of your data to such jurisdictions for storage and processing purposes.

8. **Updates and Support**. Cypherdog Security Inc. may provide updates, maintenance, and technical support services for the Software at its discretion. By using the Software, you agree to receive such updates and support services. Updates may be made available to End Users periodically to improve functionality, security, or performance. Technical support may be provided through designated channels, and End Users may be required to adhere to the specified support procedures.

9. **Dispute Resolution**. Any disputes arising from or relating to this Agreement shall be initially resolved through negotiation or mediation, as specified by Cypherdog Security Inc. Both parties agree to engage in good faith efforts to resolve any disputes amicably. In the event that disputes cannot be resolved through negotiation or mediation, they shall be exclusively resolved in the courts of the State of California (USA), and the End User consents to the jurisdiction of such courts.

10. **Indemnification**. The End User agrees to indemnify and hold harmless Cypherdog Security Inc. from any claims, liabilities, damages, or expenses arising from your use of the Software in violation of this agreement or applicable laws. This indemnification obligation extends to any third-party claims resulting from the End User's actions or omissions.

11. **Export Compliance**. The End User acknowledges that the Software may be subject to export control laws and regulations, including restrictions on the export of encryption technology. By using the Software, the End User agrees to adhere to all applicable export control laws and regulations governing its use and distribution in their jurisdiction. Furthermore, the export of the Software may be subject to additional restrictions imposed by relevant export control authorities. End Users are solely responsible for ensuring compliance with all such restrictions.

12. **Jurisdiction-Specific Terms**. If the End User is located in a jurisdiction with specific legal requirements or regulations governing the use of encryption technology, they agree to comply with such requirements or regulations. Cypherdog Security Inc. disclaims any liability arising from the End User's failure to comply with applicable laws or regulations.

13. **Limited Warranty**. Cypherdog Security Inc. provides no warranty or guarantee regarding the performance, functionality, or suitability of the Software for any particular purpose. The Software is provided "as is" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. End Users acknowledge that Cypherdog Security Inc. disclaims all warranties, express or implied, beyond what is explicitly stated in this Agreement. End Users assume all risks associated with the use of the Software.

14. **Limitation of Liability**. In no event shall Cypherdog Security Inc. be liable for any indirect, consequential, special, or incidental damages arising from or related to the use of the Software, including but not limited to loss of profits, loss of data, or business interruption.

15. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. **Language and Translation**. This Agreement is written in English and is governed by and interpreted in accordance with US law. Any translation of this Agreement is provided solely for convenience purposes. In case of any inconsistency between the translated version and the original English version of this Agreement, the original English version shall prevail.

17. **Effective Date and Updates**. This EULA shall take effect as of the Effective Date stated above. Cypherdog Security Inc. reserves the right to update or modify this Agreement at any time, and such updates or modifications shall be effective upon posting on the Cypherdog Security Inc. website (https://www.cypher.dog/end-user-license-agreement/). End Users are responsible for regularly reviewing the terms of this Agreement.

18. **Termination**. The End User may terminate the Agreement by following the platform provider's (e.g., Apple, Google) procedures to unsubscribe from the Software. It is advisable that prior to unsubscribing, the End User should download and decrypt all encrypted data, as Cypherdog Security Inc. does not have access to private encryption keys and cannot assist in the recovery of lost keys. Failure to do so will result in the data becoming inaccessible.

19. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the United States, excluding its conflicts of law principles. Any legal action or proceeding arising from or relating to this Agreement shall be brought exclusively in the courts of the State of California, and the parties hereby consent to the jurisdiction and venue of such courts.

By using the Software, you agree to abide by the terms of this End User License Agreement. If you do not agree to these terms, you may not use the Software.