



# Terms and Conditions

These Terms and Conditions (“Terms”) constitute a legal agreement between you and Rabbit Company LLC of 1603 Capitol Avenue, Suite 413A, Cheyenne, WY, Laramie, 82001, United States (“Passky”, “we”, “our” or “us”) governing the use of our website [www.passky.org](http://www.passky.org) and our password manager services (“Services”). The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services.

## 1. Terms of use

- 1.1. The provisions set out in these Terms govern your access to and your use of our website and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our website.
- 1.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our website on these Terms.
- 1.3. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our website, you agree and acknowledge that:
  - 1.3.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
  - 1.3.2. you shall ensure that all Users of your Account abide by these Terms.
- 1.4. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out by any person through your Account shall be deemed to be an act carried out by you, and you shall ensure that all persons who have access to and use your Account are authorized to do so. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 1.5. We reserve the right to, without any notice, explanation, or liability and in our sole discretion, refuse to allow you or suspend your access to our website or your Account at any time, or remove or edit content on our website or on any of our affiliated websites (including social media pages).
- 1.6. We reserve the right to change, modify, suspend or discontinue any portion of the Services or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.

## 2. Eligibility

- 2.1. This Site and the Services are available only to individuals or entities (“Users”) who can form legally binding contracts under applicable law. By using the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services.
- 2.2. If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, If, after your electronic acceptance of this Agreement, Passky finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Passky shall not be liable for any loss or damage resulting from Passky’s reliance on any instruction, notice, document, or communication reasonably believed by Passky to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the



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authenticity of any such instruction, notice, document or communication, Passky reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

## 3. Subscription Payment and Refunds

- 3.1. Some Services may require payment of subscription fees and/or other ad-hoc or ancillary fees before you can access or use them (“Fees”). These Fees will be notified to you through our website.
- 3.2. If you purchase a recurring subscription from us, the subscription period for your Account shall be renewed automatically at the expiry of each subscription period, until terminated successfully through our website. By purchasing the recurring subscription, you authorize us or our related corporations to automatically charge the Fees:
  - 3.2.1. upon the commencement of your first subscription period, upon expiration of any applicable trial period or at a date otherwise indicated by us; and
  - 3.2.2. on the renewal date of the subscription period thereafter, without any further action by you.
- 3.3. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our website or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our website or any of the Services.
- 3.4. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advanced written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- 3.5. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 3.6. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third-party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 3.7. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.
- 3.8. Unless otherwise notified in writing by us, termination of your Account for any reason whatsoever shall not entitle you to any refund of the Fees. If you cancel your subscription to the Services, you may continue to access your Account until the expiry of the subscription period in which the cancellation occurred.

## 4. Uploading Content

- 4.1. You irrevocably and unconditionally represent and warrant that any of your content uploaded to our website complies with any applicable laws.
- 4.2. You are fully responsible for your content uploaded to our website. We will not be responsible, or liable to any third party, for:
  - 4.2.1. the content or accuracy of any content or data uploaded by you, by us on your behalf, or any other user of our website; or
  - 4.2.2. the loss of any content or data provided to us by you. You should keep a record of all such content and data.



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- 4.3. We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 4.4. We may use the content uploaded by you for the purpose of data analytics or to implement artificial intelligence or machine learning. Any such content shall be anonymized and used only for the purposes of improving the Services and our response to users of the website.
- 4.5. We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to our website constitutes a violation of their rights under applicable law.
- 4.6. We have the right to delete any content uploaded to our website if, in our opinion, it does not comply with the content standards set out.

### 5. Prohibited Uses

- 5.1. You may use the Services only for lawful purposes. You may not use the Services:
  - 5.1.1. in any way that breaches any applicable local or international laws or regulations;
  - 5.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 5.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
  - 5.1.4. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 5.2. You also agree:
  - 5.2.1. not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
  - 5.2.2. not to access without authority, interfere with, damage or disrupt:
    - 5.2.3. any part of our website;
    - 5.2.4. any equipment or network on which our website is stored;
    - 5.2.5. any software used in the provision of our website; or
    - 5.2.6. any equipment or network or software owned or used by any third party.

### 6. Intellectual Property Rights

- 6.1. You acknowledge that all intellectual property rights in our website and services anywhere in the world belong to us, that rights in our website are licensed (not sold) to you, and that you have no rights in, or to, our website other than the right to use them in accordance with these Terms.
- 6.2. Any intellectual property rights in content uploaded by you to our website shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish, and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of the website.
- 6.3. You acknowledge that you have no right to have access to our website in source code form.
- 6.4. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.



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6.5. You must not use any part of the content on our website for commercial purposes not specified on our website without obtaining a license to do so from us or our licensors.

## 7. Submissions

7.1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the website ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

7.2. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 8. Privacy

8.1. For the purposes of applicable data protection legislation, Passky will process any personal data you have provided to us in accordance with our Privacy Policy, GDPR Compliance Statement, Data Processing Addendum, Cookie Policy available on the Passky website.

8.2. You agree that, if you have provided Passky with personal data relating to a third party (a) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Passky and (b) that you have brought to the attention of any such third party the Privacy Policy, GDPR Compliance Statement, Data Processing Addendum, Cookie Policy available on the Passky's website or otherwise provided a copy of it to the third party. You agree to indemnify Passky in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

## 9. Modifications to Terms

9.1. Passky may modify these terms or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to the Service. You should look at the terms regularly. Passky will post notice of modifications to these terms, or other policies referenced in these terms at the applicable URL for such policies.

9.2. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. If You do not agree to the modified terms for the Service, you should discontinue Your use of our website.

9.3. No amendment to or modification of this Agreement will be binding unless (a) in writing and signed by a duly authorized representative of Passky, (b) You accept updated terms online, or (c) You continue to use the Service after Passky has posted updates to the Agreement or to any policy governing the Service.

## 10. Availability of the website

10.1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality.

10.2. Passky accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 11. Disclaimers



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- 11.1. Passky makes no warranty or representation that the website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 11.2. No part of this website is intended to constitute advice and the Content of this website should not be relied upon when making any decisions or taking any action of any kind.
- 11.3. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.
- 11.4. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

### 12. Warranties

- 12.1. While we make all efforts to maintain the accuracy of the information on our website, we provide the Services and all Related Content on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 12.2. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our website or any Services, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

### 13. Limitation of liability

- 13.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any Related Content. You expressly agree that your use of the Services and our website is at your sole risk.
- 13.2. You agree not to use the Services and the Related Content for any re-sale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services or any other website or software) for:
  - 13.2.1. loss of profits, sales, business, or revenue;
  - 13.2.2. business interruption;
  - 13.2.3. loss of anticipated savings;
  - 13.2.4. loss or corruption of data or information;
  - 13.2.5. loss of business opportunity, goodwill or reputation; or
  - 13.2.6. any other indirect or consequential loss or damage.
- 13.3. Nothing in these Terms shall limit or exclude our liability for:
  - 13.3.1. death or personal injury resulting from our negligence;
  - 13.3.2. fraud; and/or
  - 13.3.3. any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 13.4. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our website. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the



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Services and our website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 14. Indemnity

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our website, Services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

## 15. Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing our obligations under this agreement where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our reasonable control.

## 16. Dispute Resolution

The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

## 17. Other important terms

- 17.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
- 17.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 17.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 17.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.



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- 17.7. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Wyoming.
- 17.8. Subject to the Dispute Resolution provisions above, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Wyoming.