

Terms of Use

IMPORTANT – READ CAREFULLY BEFORE YOU INSTALL OR USE THIS APPLICATION: these Terms of Use (as defined in clause 1) are a legal agreement between you and XFA.

By clicking the "I agree" button for accessing, installing or downloading the Application, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, then you are not allowed to download or access the Application.

1 Definitions

The following definitions shall apply in these Terms of Use regardless of whether they are used in their plural or singular form:

"Application" means the XFA application developed and managed by XFA, consisting of the (i) XFA Web Extension; (ii) XFA Native Client; (iii) XFA Dashboard; (iv) related back-end services; and (v) related front-end services .

"Device" means the personally owned electronic device of the User, such as but not limited to laptops, smartphones and tablets.

"XFA", "our", "we" or "us" means XFA BV, a company organized and existing under the laws of Belgium having its registered office at Vredestraat 75, 2600 Antwerp (Berchem) and registered with company number 0738.739.528.

"Intellectual Property Rights" means all intellectual or industrial property right or equivalent, whether registered or unregistered, including but not limited to: (i) copyright (including moral rights), patents, database rights and rights in trademarks, logos, designs, other artwork, know-how and trade secrets and other protected undisclosed information; and (ii) applications for registration, and the right to apply for registration, renewals, extensions, continuations, divisions, reissues, or improvements for or relating to any of these rights.

"Terms of Use" means these terms of use, as may be amended from time to time by XFA and available via <https://xfa.tech>.

"User", "you" or "your" means the individual accessing and/or using the Application.

"XFA Dashboard" means the online web application where the User can register, create, and manage their organization and gain security insights from all invited Devices.

"XFA Native Client" means the desktop application which requests the settings and status of the Device, such as but not limited to disk encryption and operating system updates.

"XFA Web Extension" means the desktop & mobile browser add-on extension through which a user can request their personal insights and advice.

2 Scope

2.1 These Terms of Use are applicable to the access to and the use of the Application by any User.

2.2 The Application currently includes: (i) features and services that are provided free of charge for your personal use and (ii) features and services that are available for purchase for your personal or internal business use, which is governed by a separate legal agreement.

2.3 You represent that you have reached the age of majority in your jurisdiction and that you are fully able and competent to understand and agree to these Terms of Use.

3 License

3.1 Subject to the Terms of Use, XFA grants you a restricted, non-exclusive, non-transferrable, non-sublicensable, non-assignable, revocable license to download, install, access and use the Application for your own personal or internal business use.

3.2 Each User grants XFA a worldwide, non-exclusive, transferable, sub-licensable, royalty-free, limited license to upload, download, store, use, combine, edit, reproduce and otherwise process information and data that you show, upload, send or receive in any form on the Application to the extent reasonably required for the performance of XFA's obligations and the exercise of XFA's rights under these Terms of Use.

4 Ownership of the Application

4.1 The Application is licensed (as described above), not sold , to you by XFA for the use in accordance with these Terms of Use.

4.2 All Intellectual Property Rights vested in the Application are the sole and exclusive property of XFA and are protected by the applicable copyrights and other applicable rights in accordance with local, national and international legislation. XFA does not grant any other rights to the Application than granted pursuant to these Terms of Use.

5 User obligations and restrictions

5.1 While using the Application, you are obliged to comply with any applicable local, national or international laws and regulations.

5.2 The following actions may not be performed by you directly or indirectly:

- (i) using the Application in any way that (i) would violate Intellectual Property Rights of any (third) party; (ii) is otherwise unlawful, illegal, fraudulent or harmful; or (iii) is in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (ii) using the Application to distribute any form of spam or unwanted commercial information;
- (iii) violating privacy and data protection rights of other Users or trying to collect personal data of other persons either manually or automatically by using a 'robot', 'spider', 'crawler', search or retrieval applications, or by using any other (automatic) tools, processes or methods to access the Application and any data or information;
- (iv) hindering or disturbing the Application, the servers or networks hosting the Application;
- (v) impersonating as another person or entity;
- (vi) breaching or otherwise circumventing any technical limitation or security or authentication measures;
- (vii) modifying the Application or develop any derivative works based on the Application;
- (viii) using the Application in any other way than expressly authorized in these Terms of Use;
- (ix) decompiling, disassembling, translating, reverse engineering or attempting to reconstruct, identifying or discovering, copying, creating derivative works based upon the source code of the Application, underlying ideas, underlying user interface techniques or algorithms of the Application by any means whatsoever (except to the extent such restriction is prohibited under applicable law), or disclose any of the foregoing;
- (x) taking any action that would cause the Application, or the source code to be placed in the public domain,
- (xi) removing proprietary notices (including copyright notices) of Application; and/or
- (xii) distributing, selling, leasing, commercializing, renting, displaying, licensing, sublicensing, transferring, providing, disclosing, or otherwise making available to, or permit the use of, or access to, the Application, in whole or in part, to any third party, except as expressly permitted in the these Terms of Use.

6 Support and availability

6.1 XFA shall make commercially reasonable efforts to ensure a continued availability of the Application. However, XFA does not guarantee that the Application shall be accessible or available at any time, any place or on any User device. If you encounter issues in accessing the Application or have questions about availability, please contact XFA through the following email address: contact@xfa.tech

7 Modifications to the Application

7.1 XFA reserves the right to make any modifications, adaptations, corrections or any other alterations to the Application (including, but not limited to, adding or removing certain functionalities) at any time and without notice.

7.2 XFA shall not be held liable for any loss or damage arising out of aforementioned modifications.

8 Indemnification

8.1 You agree to indemnify and hold harmless XFA and its employees, managers, officers and agents from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following:

- (i) your access to or use of the Application;
- (ii) your breach or alleged breach of these Terms of Use;
- (iii) your violation of any third-party right, including without limitation, any Intellectual Property Right, publicity, confidentiality, property or privacy right;
- (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; and/or any misrepresentation made by you.

9 Warranties

9.1 The Application is made available to you "as is". XFA disclaims all warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Application.

10 Limitation of liability

10.1 You acknowledge that to the extent permitted by applicable law, XFA shall not be liable to you for any damages incurred due to the use of the Application.

11 Termination

11.1 XFA reserves the right to immediately terminate or suspend your access to the Application, if you do not comply with these Terms of Use.

12 Other

12.1 Unless a mutually executed agreement between you and XFA states otherwise, these Terms of Use make up the entire agreement between you and XFA regarding the Application and supersede any prior agreements.

12.2 Nothing in these Terms of Use will prevent XFA from complying with the law. The Application is not intended for distribution to, or use in, any country where such distribution or use would violate local law. XFA reserves the right to limit the Application in any country, including for, but not limited to, regulatory reasons.

12.3 Any amendment to or waiver of these Terms of Use requires the express consent of XFA.

12.4 If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of the

remaining provisions of these Terms of Use, and the remaining portion of these Terms of Use will remain in full force and effect.

13 Choice of law and forum

13.1 These Terms of Use are governed by the Laws of Belgium, without regard to its choice of law provisions. All disputes concerning the validity, interpretation, enforcement and termination of these Terms of Use will be subject to the exclusive jurisdiction of the courts of Antwerp (Belgium), division Antwerp.