

## Terms of Use

### Preamble

CRYPE offers users a service for the exchange of multimedia data with other end devices via a secure, encrypted connection. Users access CRYPE either through the CRYPE app provided by SCS or through the CRYPE web service in a browser.

**Every CRYPE user is required to use the service responsibly and must not use it abusively or unlawfully.**

### Child Safety and Protection

CRYPE maintains a strict zero-tolerance policy against Child Sexual Abuse and Exploitation (CSAE), including any form of Child Sexual Abuse Material (CSAM), grooming, or any behavior that endangers or sexually exploits minors.

Any content, communication or activity violating this policy is strictly prohibited. Upon becoming aware of such violations, we will immediately suspend or permanently terminate the account, and report the incident to the relevant law enforcement authorities and organizations such as the National Center for Missing & Exploited Children (NCMEC) or equivalent regional bodies.

Parents and guardians are strongly encouraged to supervise their children's use of the service.

### Scope of validity

These Terms of Use apply to all contracts concluded between Secure Communication Services Limited (SCS) and the user regarding the use of the CRYPE service. The use of the CRYPE app and/or the CRYPE service constitutes acceptance of these Terms of Use and the Privacy Policy.

For business, institutional, or regulated use cases, additional agreements may apply, including without limitation a Data Processing Agreement (DPA/AVV) and, where applicable, a Business Associate Agreement (BAA). Where such agreements are accepted during registration or use by the organization, they shall supplement these Terms of Use and apply to the respective use case.

### CRYPE services

SCS provides users with the technological infrastructure in ISO/IEC 27001-certified data centers in addition to the CRYPE app. The basic CRYPE service is available free of charge to the user. Additional features require a monthly fee.

SCS ensures that this service and the software provided by SCS remain in an operational state. Users of the free CRYPE basic service are not entitled to unrestricted availability or functionality. SCS may introduce or change limitations to the free service at any time.

When registering for the CRYPE service, the user agrees to the storage of their personal profile data and the publication of any data they choose to share in the central CRYPE contact directory (see also the Privacy Policy).

SCS does not provide Internet access or any other technical communication services for the use of the CRYPE service. In particular, SCS is not responsible for:

- Ensuring sufficient communication bandwidth
- Any costs incurred with internet providers due to data usage (e.g., on mobile devices)

The user is solely responsible for ensuring that:

- login credentials are not shared with third parties,
- secure passwords are chosen to prevent unauthorized access, and
- login data is changed immediately if a security breach is suspected or detected.

If there is an imminent security risk, SCS may temporarily suspend access to the CRYPE services.

SCS continuously works on optimizing and expanding the CRYPE services and the apps used to access them. This may result in changes to technical requirements or functionalities at any time without prior notice.

SCS may partially or fully outsource the CRYPE service to subcontractors. Any subcontractors engaged by SCS are contractually bound to comply with SCS's data protection and confidentiality obligations.

## Duration and Termination

The agreement is concluded for an indefinite period. If a minimum term is agreed upon, termination is only possible after this period has expired.

Contracts can be terminated with a 30-day notice before the end of the contract term. If the contract is not terminated in due time, it shall automatically renew for the most recently agreed contract term.

Termination must be submitted in writing by email to [mail@crype.eu](mailto:mail@crype.eu) or through CRYPE Accounting.

Regardless of regular termination rights, both parties have the right to immediate termination for cause, including but not limited to:

- Failure to fulfill payment obligations (fully or partially)
- Violation of key provisions in the Terms of Use
- Legal requirements preventing the CRYPE service from being offered in its current form
- SCS deciding to permanently discontinue the CRYPE services

Once the agreement is terminated, access to the services will be blocked. SCS is not responsible for safeguarding any information stored in CRYPE.

## Usage Fees and Payment

The fees for the CRYPE service are determined by the order confirmation provided by the user or based on the current price list available on the official website: [www.crype.eu](http://www.crype.eu).

If certain services are provided free of charge, SCS reserves the right to change the scope of free services at any time. The service scope may also be modified during the current contract term.

SCS reserves the right to adjust fees for the next term or to align costs with current price and cost indexes.

## Warranty & Service

SCS shall use reasonable efforts to maintain the technical availability and functionality of the CRYPE services.

Support services are available Monday to Friday, between 11:00 AM – 4:00 PM (UTC+4).

SCS warns that the use of web services carries security risks, particularly in cases such as:

- Password theft
- Unauthorized access (hacking)

Users assume full responsibility for their use of the service. SCS takes appropriate technical and organizational measures to minimize such risks.

Maintenance work, upgrades, or unforeseen circumstances may cause interruptions or operational errors. SCS will promptly resolve any technical issues within the limits of its technical capabilities.

## Liability

The use of the free CRYPE Base service is entirely at the user's own risk. SCS assumes no liability for free services.

For paid services, SCS is only liable for damages caused by intentional or grossly negligent breaches of duty.

For breaches of essential obligations (fundamental to the proper execution of the agreement), SCS is only liable for foreseeable damages that could have been expected at the time of contract formation.

Beyond this, SCS assumes no liability, including for its subcontractors or service providers.

**Force majeure**

SCS shall be released from its service obligations to the extent that circumstances beyond its reasonable control (force majeure) prevent the operation of the service.

Force majeure includes, but is not limited to:

- Internet disruptions or outages
- Telecommunications failures
- Power outages
- Service interruptions from providers or suppliers

**Modifications**

SCS is entitled to modify the Terms of Use, provided that these modifications do not affect fundamental contractual rights (such as scope, duration, or termination)..

**Applicable law**

The laws of the United Arab Emirates (UAE) shall govern these Terms of Use and the contractual relationship between SCS and the user. The application of any other jurisdiction is excluded.

**Final provisions**

Any changes or amendments to these Terms of Use must be in writing. Oral agreements are not valid.

If any provision of these Terms of Use is found to be invalid, the remaining provisions remain unaffected. If a clause is deemed unenforceable, the parties agree to replace it with a legally valid provision that comes as close as possible to the original intent. The same applies if the agreement contains an unintentional gap.

The agreed jurisdiction for all disputes arising from this contract is Dubai (UAE).

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