

Release date: March 11, 2021

Terms of Service.

By accessing and using our access panel to create or reveal secrets, you agree to the terms and conditions provided in this Terms of Service including all applicable Addendums for specific service offerings ("TOS") and the policies and guidelines provided herein. This TOS constitutes an agreement between Cloudcontainers b.v.. ("Cloudcontainers", "we", "us", or "our") and you, as an individual, or the entity you represent. You represent that you are legally able to enter into agreements, that you are of legal age to do so, and if you are accepting this TOS on behalf of an entity, such as your company, you have all rights and authority to legally bind such entity. You further represent that you are not a person barred from receiving the Cloud Services under the laws of the Netherlands (including export controls) or other applicable jurisdiction (including the country in which you are resident or from which you use the Cloud Services) and your use of the Cloud Services will comply with the "Export Compliance and Excluded Data" section as provided below. You further affirm that you are over the age of 18, as the Cloud Services are not intended for children under the age of 18. Cloudcontainers b.v. reserves the right to modify the TOS from time to time without prior notice.

1. Cloud Services

Cloud Services means the service provided via the SendYourSecret webapplication provided by Cloudcontainers to you under this TOS.

2. You must maintain the confidentiality of your SendYourSecret account information

You are responsible for maintaining the confidentiality of your account username and password, and you acknowledge and agree that you, and not Cloudcontainers, are responsible for all activities that occur under your account. You agree to immediately notify Cloudcontainers of any unauthorized use of your Cloudcontainers account, username or password.

3. You are responsible for your use of the Services

A. General. You, and not Cloudcontainers, are responsible for: (a) all information, data, text, software, music, sound, photographs, graphics, video, messages, files, attachments, or other materials, including images of your instances ("Customer Data") that is created, transmitted, stored, or displayed by, from, or within your account including content of your end user; (b) the technical operation of the Customer Data including maintaining compatibility with Cloudcontainers's APIs for the Cloud Service; (c) the conduct of all users of your account and for any consequences of such conduct; (d) the monitoring of any Customer Data you provide to Cloudcontainers in connection with your use of the Services;

B. DMCA and GDPR. You are responsible for properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Customer Data violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act and or General Data Protection Regulation.

C. Security. You are responsible for using reasonable security precautions to maintain appropriate security and protection of all of your Customer Data. We endeavour to maintain a secure platform, the secret is encrypted in the browser, stored in a encrypted fashion in our data store and decrypted by the

end user. Cloudcontainers does not access, copy, read or decrypt the message for any internal use other than is required to offer this Cloud Service in an effective manner.

D. Customer Data Preservation. You are responsible for the preservation of all of your Data. You, and not Cloudcontainers, are responsible for any content that you store and transmit via the Cloud Services.

E. Your End User's Use. You are responsible for your end users' use of the Cloud Services and ensuring that such use is in compliance with the terms and conditions of the TOS and with applicable law. If you discover that an end user is in violation of this TOS or any applicable law, you will terminate such end user's access to the Cloud Services immediately.

4. Your use of the Cloud Services must be lawful and is subject to certain restrictions

You shall use the Cloud Services only for purposes that are legal, proper and in accordance with the TOS and the Acceptable Use Policy ("AUP"), which can be found in this TOS. Furthermore, you agree that you will not engage in any activity that interferes with or disrupts the Cloud Services, servers or networks connected to the Cloud Services.

You shall not: (i) access and/or use the Cloud Services if you are a direct competitor of Cloudcontainers, for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes, including in order to design, create or build a service or product that is competitive with the Cloud Services, or which uses ideas, features or functions that are similar to the Cloud Services; (ii) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon the Cloud Services on a stand-alone basis (for the avoidance of doubt, this subsection shall not be deemed to preclude you from offering services that use and rely upon the Cloud Services where your other products or services add substantial value as compared to the Cloud Services alone); (iii) interfere with or disrupt the integrity or performance of the Cloud Services; (iv) attempt to gain unauthorized access to the Cloud Services or any associated systems or networks; or (v) modify or make derivative works based upon the Cloud Services or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Cloud Services or any portion thereof.

You expressly shall not use our Cloud Services for the transmission of secret information to engage in any form of criminal activity. You expressly shall not use our Cloud Services to transmit explicit content. You expressly shall not use our Cloud Services in aid of any kind of combat activity.

5. If you use the Cloud Services improperly, Cloudcontainers may suspend or terminate your access to the Cloud Services

We reserve the right to suspend or terminate your access to the Cloud Services if we determine (in our sole discretion) that you are in violation of the TOS, the AUP, or any applicable laws.

For example, we may suspend or terminate your access to the Cloud Services if your use of the Cloud Services: (i) poses a security risk to the Cloud Services or any third party, (ii) may be damaging to, or degrading of, Cloudcontainers's network integrity, (iii) may subject us, our affiliates, or any third party to legal liability, or (iv) may be fraudulent.

6. Fees, Billing and Free Trials

For the use of the Cloud Services, you shall pay us the applicable fees and charges in EURO by payment methods that we authorize. If you are paying with a credit card, you hereby authorize Cloudcontainers to charge your credit card for any and all charges you may incur in connection with your use of the Cloud Services. An invoice is issued for those charges at the beginning of each calendar month.

Cloudcontainers reserves the right to bill you more frequently for fees and charges for use of the Cloud Services if Cloudcontainers suspects that your account is at risk of non-payment or is fraudulent. For Cloudcontainers's Container Service, you shall be charged in arrears for all billable instances during the previous calendar month. A container instance is billable from the time it is provisioned, whether by you or by Cloudcontainers, until the time it is deleted. Unless and until you delete your compute instance, you shall continue to incur usage fees even if such compute instance is inactive.

All payments must be made without setoffs, counterclaims, deductions or withholdings. All invoices must be paid in one payment. Cloudcontainers shall not be responsible for any additional bank fees, interest charges, finance charges, over draft charges, or other fees resulting from charges billed by Cloudcontainers. If you choose to pay by credit card, currency exchange settlements shall be based on agreements between you and the provider of your credit card. Late payments hereunder will be subject to a monthly charge of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower.

IF YOU BELIEVE THAT YOUR CHARGES ARE INCORRECT, YOU MUST CONTACT CLOUDCONTAINERS IN WRITING WITHIN 30 DAYS FROM THE DATE OF THE APPLICABLE INVOICE ("DISPUTE PERIOD") TO CONTEST SUCH CHARGES TO BE ELIGIBLE TO RECEIVE AN ADJUSTMENT OR CREDIT. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ALL CLAIMS RELATING TO ANY AND ALL CHARGES NOT DISPUTED BY YOU DURING THE DISPUTE PERIOD (THIS DOES NOT AFFECT YOUR CREDIT CARD ISSUER RIGHTS).

Cloudcontainers may assess taxes on the amounts payable by you to Cloudcontainers, including, without limitation, any tax, levy, or similar governmental charge assessed by any jurisdiction, whether based on gross revenue, the provision of services, the performance of these TOS, the delivery, possession or use of the Cloud Services or any other products or services offered by Cloudcontainers pursuant to these TOS, or otherwise, including without limitation all sales, use, excise, import or export, value added, governmental permit fees, license fees, and customs (collectively, "Taxes"). For the avoidance of doubt, you shall have no liability for any taxes assessed on Cloudcontainers's income by the EU or any state thereof. Notwithstanding the foregoing, If Cloudcontainers does not assess Taxes on amounts payable by you to Cloudcontainers under these TOS and Taxes are assessed by any jurisdiction, Customer shall pay all such Taxes.

Cloudcontainers reserves the right to change its fees and charges for the Cloud Services at any time. Any such changes will be effective when such changes are posted on the cloud containers website, unless we indicate otherwise. Similarly, we may introduce pricing and charges for new products, features or services at any time by posting on the cloud containers website.

For Free Trials, each Customer is eligible to participate in one free trial. If we discover that a Customer has multiple free trial accounts, we reserved the right to terminate all but one free trial account of our choice in our sole discretion.

8. NO REFUNDS

All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law.

9. If you are delinquent on your payment, Cloudcontainers may suspend or terminate your access to the Cloud Services

We reserve the right to suspend or terminate your access to and use of the Cloud Services if you are delinquent on your account.

10. Your cancellation of Cloud Services

You may terminate your use of the Cloud Services at any time by following the procedures below: As soon as you delete an instance or service, you will lose all Customer Data on that instance or service. As a reminder, you are responsible for backing up all Customer Data you use with the Cloud Services. Termination of the Cloud Services by you will not alter your obligations to pay all charges due to Cloudcontainers.

For Container Service, you may cancel your service at any time by deleting your billable instances through the Cloudcontainers Cloud Portal (currently at: www.cloudcontainers.net). Stopping an instance does not stop the incurring of your usage fees. You must delete the compute instance to stop incurring usage fees. The final charges for your compute instances will be included on the invoice issued at the beginning of the next calendar month.

12. Service Level Agreement (“SLA”)

Your use of the Cloud Services is subject to the terms and conditions of our SLA which is incorporated in this document.

13. Modifications to and Discontinuation of Cloud Services:

A. Cloud Services. We may modify or discontinue the Cloud Services including adding, removing or changing features or functionality of the Cloud Services from time to time. We will make information available regarding any material change to or discontinuation of the Cloud Services.

B. New Applications. We may make new applications, tools, features or functionality available from time to time through the Cloud Services, the use of which may be contingent upon your agreement to additional terms.

C. APIs. We may modify or discontinue any APIs to the Cloud Services from time to time.

D. TOS, SLA, AUP and Policies. We reserve the right to modify the terms and conditions of our TOS, SLA and Policies (including, but not limited to, our Security and Privacy Policy and Acceptable Use Policy) from time to time. We will make information available regarding any material changes.

14. Intellectual Property Rights

The Cloud Services, including all Intellectual Property Rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Cloudcontainers and its licensors. You shall not take any action that jeopardizes Cloudcontainers's or its licensors' proprietary rights or acquires any right in the Cloud Services or Cloudcontainers's Confidential Information, except the limited rights expressly granted in this TOS. "Intellectual Property Rights" means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (i) rights associated with works of authorship throughout the universe, including, but not limited to, all exclusive exploitation rights, copyrights, neighboring rights, moral rights and mask-works, (ii) trademark, trade dress, and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the universe.

You hereby grant to Cloudcontainers a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Cloud Services any suggestions, enhancement requests, recommendations or other feedback related to the Cloud Service TOS provided by you to Cloudcontainers.

15. Indemnification

You agree to hold harmless and indemnify Cloudcontainers, and its subsidiaries, affiliates, officers, agents, and employees, advertisers or partners, from and against any third party claim arising from or in any way related to Customer Data, your use of the Cloud Services, or violation of these TOS, AUP or any other actions connected with your use of the Cloud Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, settlements, litigation costs and reasonable attorneys' fees, of every kind and nature. In such a case, Cloudcontainers will provide you with written notice of such claim, suit or action and reasonable assistance at your cost.

16. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE CLOUD SERVICES IS AT YOUR SOLE RISK. CLOUD SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE CLOUD SERVICES IS DONE AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM USING THE CLOUD SERVICES. CLOUDCONTAINERS MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS (TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW) ALL WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTE, AS TO THE CLOUD SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. CLOUDCONTAINERS DOES NOT WARRANT THAT THE OPERATION OF THE CLOUD SERVICES WILL BE COMPLETELY SECURE, ERROR FREE OR UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED. YOU ASSUME ALL RISK OF DELAYS OR INTERRUPTIONS IN ACCESS TO OR USE OF THE CLOUD SERVICES RESULTING FROM USE OF THE INTERNET AND/OR TELECOMMUNICATIONS TO ACCESS THE CLOUD SERVICES, AND CLOUDCONTAINERS SHALL HAVE NO LIABILITY FOR ANY SUCH DELAYS OR INTERRUPTION.

17. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CLOUDCONTAINERS OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR FOR COST OF PROCURMENT OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS TOS OR THE CLOUD SERVICES. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, LOST GOODWILL, LOST PROFITS, LOSS OF DATA OR SOFTWARE OR WORK STOPPAGE, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BROUGHT, EVEN IF CLOUDCONTAINERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS TOS. CLOUDCONTAINERS'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS TOS OR THE CLOUD SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT YOU PAID TO CLOUDCONTAINERS DIRECTLY ATTRIBUTABLE TO THE CLOUDCONTAINERS CLOUD SERVICE PROVIDED UNDER THIS TOS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS TOS. CLOUDCONTAINERS SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CUSTOMER DATA OR THIRD PARTY SOFTWARE. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF, AND SHALL NOT BE DEEMED TO MODIFY CLOUDCONTAINERS'S OBLIGATION UNDER ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS TOS.

18. Export Compliance and Excluded Data

You acknowledge and agree that the Cloud Services are subject to applicable export control and trade sanctions laws, regulations, legislative and regulatory requirements, rules and licenses (collectively "export laws"), including without limit those of the Netherlands. You agree to comply with these export laws and agree that you alone are responsible for ensuring compliance with export laws. In particular, but without limitation to the foregoing, you will not, and will obtain assurances that none of your affiliates, employees, contractors, agents or users will not, use, sell, resell, export, re-export, import dispose of, disclose or otherwise deal with the TOS, directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental, legislative or regulatory approval, and completing such formalities as may be required by the export laws. You further shall not do anything that would cause Cloudcontainers to be in breach of the export laws.

For clarity, you are solely responsible for compliance relating to the manner in which you choose to use the Cloud Services, including your transfer, processing and provisioning of your Customer Data or any other data, content or software to your end users and any control laws of the country in which the Cloud Services are rendered or received by you. Customer Data, software or any of your solution that you provide in connection with the Cloud Services will not (i) be classified or listed on the U.S. Munitions list; (ii) contain defense articles or defense services; or (iii) contain ITAR-related data (items (i) — (iii) collectively, the "Excluded Data").

19. Notices

19.1. Notices to You. Notices by Cloudcontainers may be given to you under this TOS in any of the following manners: a) by sending notices to your email address registered with your Cloudcontainers account; b) by overnight courier, personal delivery, or registered or certified mail; or c) posting such

notices on the Cloudcontainers website. Notices will be effective upon posting or when sent, as applicable.

19.2. Notices to Us. Notices by you to Cloudcontainers must be given in either of the following manners:
a) by overnight courier, personal delivery, or registered or certified mail to:
inquiries@Cloudcontainers.net, Notices are effective 3 business days after being sent.

20. Entire Agreement

This TOS, AUP, SLA and including any policies or amendments that may be presented to you from time to time constitute the entire agreement between you and Cloudcontainers and shall govern your use of the Cloud Services, including any prior (written or verbal) offers and statements.

21. Governing Law

The Terms of Service and the relationship between you and Cloudcontainers, solely relating to the delivery and use of the Cloud Services, shall be governed by the laws of the Netherlands without regard to its conflict of law provisions. You and Cloudcontainers agree to submit to the personal and exclusive jurisdiction of the courts located within the Netherlands.

22. Nature of Relationship

The Terms of Service do not create or imply any partnership, agency or joint venture between you and Cloudcontainers.

23. Feedback, Comments and Questions

We are always looking for ways to improve our services. If you have feedback, comments and/or questions regarding the Cloud Services, please feel free to contact us at:

Cloudcontainers b.v.

Lloydstraat 5

3024 EA ROTTERDAM

THE NETHERLANDS

Acceptable use

Compliance with Law

Customer shall not post, transmit, re-transmit or store material on or through any of Company's Services or Products which, in the sole judgment of Cloudcontainers (i) is in violation of any law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

System and Network Security

Violations of system or network security are strictly prohibited, and may result in criminal and civil liability. Cloudcontainers investigates all incidents involving such violations and will cooperate with law enforcement if criminal violation is suspected.

SLA

This Service Level Agreement (SLA) applies to you ("customer") if you have ordered Containers and/or Instances from Cloudcontainers (the "Services") and your account is current (i.e., not past due) with Cloudcontainers. As used herein, the term "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that customer's hosted system is available for access, as measured by Cloudcontainers.

2. Service Level

Goal: Cloudcontainers's goal is to achieve 100% Availability for all customers.

Remedy: Subject to Sections 3 and 4 below, if the Availability of customer's Services is less than 99.7%, Cloudcontainers will credit the customer 5% of the monthly fee for each 60 minutes of downtime (up to 100% of customer's monthly fee for the affected server).

3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Availability caused by or associated with:

- circumstances beyond Cloudcontainers's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

4. Credit Request and Payment Procedures

To receive a credit, the customer must make a request by sending an e-mail message to inquiries@cloudcontainers.net. The e-mail message MUST include the account name of the customer's account in the "Subject" line. Each request in connection with this SLA must include the customer's account number (per Cloudcontainers's invoice) and the dates and times of the unavailability of customer's Web site and must be received by Cloudcontainers within ten (10) business days after the customer's Web Site was not available. If the unavailability is confirmed by Cloudcontainers, credits will be applied within two billing cycles after Cloudcontainers's receipt of the customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Cloudcontainers and are customer's sole and exclusive remedy with respect to any failure or deficiency in the availability of the Services.

Note: Credits are not refundable and can be used only towards future billing charges.