

MYCENA GENERAL TERMS & CONDITIONS

Please read these Terms and Conditions (“**Terms**”) carefully before using the Website, Console or Applications from MyCena. If You do not agree to these Terms, do not use the Website, Console or Applications. By accessing or using the Company’s Website, Console or Applications, You are indicating Your acceptance of these Terms and agree to be bound by them.

1. Definitions

1.1 “**MyCena**” / “**Company**” / “**We**” / “**Us**” / “**Our**” means or refers to MyCena Limited, a limited liability company incorporated under the laws of England and Wales with company number 10253949 and address at International House, 7 Bell Yard, London WC2A 2JR, United Kingdom.

1.2 “**User**” (plural “**Users**”) / “**You**” / “**Your**” means or refers to the person who will use the Website, Console, or the Applications on their Device(s).

1.3 “**Subscriber**” (plural “**Subscribers**”) means or refers to the person who subscribes and pays to receive and use MyCena products or services, including Our Website, Console, and Applications.

1.4 “**Device**” (plural “**Devices**”) means desktop computer, mobile phone, or tablet.

1.5 “**Website**” means all pages of the website hosted at <https://mycena.co/>.

1.6 “**Console**” means the proprietary management console that comes with MyCena Desk Center and MyCena Business Fortress, enabling managers to distribute strong password rules and policies to their Users for every system, network, application, database, and device that they operate.

1.7 “**Application**” (plural “**Applications**”) means the MyCena Application(s) which include MyCena Desk Center (“**MDC**”), MyCena Business Fortress (“**MBF**”), and MyCena Personal Fortress (“**MPF**”).

1.8 “**Purpose**” means utilizing the MyCena Website, Console, and Applications to manage Users, systems, or passwords/credentials, and/or utilizing the MyCena Website, Console, and Applications to gain digital access to websites, accounts, systems, networks, files, applications, databases, devices, or other such digital access points.

1.9 “**Agreement**” means these Terms and Conditions as well as the attached Privacy and Cookie Policy which together constitute a binding agreement between the Company and the Subscriber / User.

2. About MyCena

2.1 MyCena is a cybersecurity company specialised in access segmentation and encryption. MyCena has developed three different solutions: (1) MyCena Desk Center, (2) MyCena Business Fortress, and (3) MyCena Personal Fortress. While MyCena Personal Fortress is an Application, MyCena Desk Center and MyCena Business Fortress are business solutions that

allow Subscribers to manage systems, credentials, and Users from an online Console, and allow Users to access their credentials from an Application.

2.2 MyCena Applications are digital access security solutions that allow individual Users to use strong unique passwords saved under multiple levels of security on their Device(s) without the use of a master password or identity. MyCena Applications use several security features that Users need to create and use on their Device(s). These include fingerprint, PIN, face ID, lock pattern, passphrase, and security questions.

2.3 Passwords are encrypted utilizing AES-SHA256 encryption. To access a password, the User has to go through multiple security levels, depending on the level where each password is saved.

2.4 MyCena Applications use the patented Method of Access for Structured Stored Data (MASS Data).

3. General use

3.1 These Terms and Conditions are for Subscribers and Users who register with Us to use Our Website, Console or Applications, being MyCena Desk Center Users, MyCena Business Fortress Users, and MyCena Personal Fortress Users, using any of the versions referred to in Clause 4 below. Users can be from any geographical location.

4. Types of users

4.1 MyCena Personal Fortress applies where a User, being a natural individual person, visits the App Store or Google Play and downloads the MyCena Personal Fortress App.

4.2 MyCena Business Fortress and MyCena Desk Center apply to Subscribers who are legal persons or entities (typically companies and organisations) with more than one User, where an entity's authorized official creates a valid business account with the Company and uploads the name, username or email (optional) and phone number (optional) of each of their Users. Consequently, each User receives an email from MyCena or instructions from their own management to download the Application and instructions on using MyCena Business Fortress and/or MyCena Desk Center. A registered manager designated by the entity will be able to access information on the Console.

5. Payment plans

5.1. Pricing and benefits: Subscribers should note that prices and benefits may change from time to time. Subscribers will be notified of any updates during the term of their subscription.

5.2 MPF Subscribers are eligible for a 30-day free trial period. During this period, Users can terminate their account at any time. At the end of the free trial period, Users can choose a subscription plan, or send an email to support@mycena.co to delete their account, or allow their account to remain open for future subscriptions.

5.3 After the 30-day free trial period, should an MPF User allow their account to remain open without a valid subscription, then that User will only be able to see their Application in view-

only mode in Bronze level only. No other functionality can be accessed without a valid subscription.

6. Devices

6.1 Users will need to have their own Device(s) in order to use our Website, Console, and Applications.

7. Amendments & availability

7.1 The Company may amend these Terms from time to time and will endeavour to notify Subscribers of any such changes via email. If You continue to use the Company's Website, Console, or Applications, Your use will be governed by the updated Terms.

7.2 The Company may also decide to cease providing all or part of the Website, Console, or Applications at any time, and nothing in these Terms is to be taken as a guarantee that the Website, Console, or Applications will always be available, either in current form or an updated version.

8. Account information

8.1 MyCena Personal Fortress Users must be 18 years or older in order to access and use the Application while MyCena Business Fortress Users and MyCena Desk Center Users must be fully registered with the relevant Subscriber organizations / entities at any time during the term of this Agreement. All Subscribers agree to provide true, accurate, current, and complete account information, and to maintain and promptly update account information in the event of any changes in order to ensure that it remains true, accurate, current, and complete at all times.

9. Ownership

9.1 The User and Subscriber acknowledge and agree that the Company owns all of the intellectual property rights, title and interest existing in the Website, Console, and Applications, including all content and materials inherent therein (the "Intellectual Property"). Meanwhile, the Company grants the User a non-exclusive, non-transferrable, and time-limited right to use the Website, Console and Applications, interfaces, content, documentation, and any proprietary data.

9.2 The User and Subscriber undertake not to challenge or do anything inconsistent with the Company's ownership of the Intellectual Property, not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices in or accompanying the Website, Console, or Applications. All Subscriber / User accounts are licensed solely for the Purpose intended, and, except for Your own data and credentials, You have no property interest in Your account with Us.

9.3 The Company owns all data regarding installation, registration, and the use and performance of the Website, Console, Applications, and Our services in relation thereto, including usage statistics and activity logs, (collectively, "Usage Information"). Usage Information does not include any personally identifiable information.

9.4 By using the Website, Console, and/or Applications, the User grants the Company a royalty-free, fully paid, sublicensable, transferable, irrevocable, perpetual, worldwide right to process and use Your data solely as required to provide Our services to You. We own all anonymized information about the use of Our services, Website, Console, and Applications. Other than this right, the Company claims no intellectual property rights in relation to the information or contents the User inputs into the Website, Console, or Applications.

9.5 The User may provide the Company with feedback, comments or suggestions on the Website, Console, or Applications, and the User agrees that the Company will be free to use, modify and incorporate such suggestions without any obligation(s) whatsoever to the User.

9.6 The Company retains ownership of the Website, Console, and Applications, and reserves all rights not expressly granted to the User.

9.7 The User is not permitted to assign, sub-license, novate or transfer these Terms or any of the rights licensed to the User. No agency, partnership, joint venture, or employment is created as a result of these Terms. The User does not have any authority of any kind to bind the Company in any respect whatsoever.

10. Termination

10.1 The Company, in its sole discretion, has a right to suspend and refuse any and all current or future use of the Website, Console, or Applications to any User for any reason at any time. The Company may terminate the subscription at any time without notice for any material breach committed by the Subscriber / User.

10.2 The Subscriber acknowledges and grants that, once terminated, the Company may permanently delete the Subscriber's account and all the data associated with it without recourse.

11. Technical support

11.1 Users will get technical support in the event of any problem with the Website, Console, or Application(s) from the Company within 48 hours of sending a request ticket or email, or as soon as practicable. The support may be provided either by phone, email, or remote management.

12. Permitted uses

12.1 Subject to the terms herein, all rights conferred by these Terms are granted to using the Website, Console, or Application(s) to manage digital credentials. No part of the Website, Console, or Application(s) may be used for other purposes including but not limited to research, study, competitor analysis, or any other activity prohibited by the Agreement.

13. Customisation

13.1 The Website, Console, and Applications contain generic settings. These can be customised by Subscribers and Users in accordance with their own needs, preferences, and permissions. It

is the responsibility of Subscribers and Users to update all necessary “Settings” before using the Website, Console, or Application(s).

14. The website, console and applications are provided “as is”

14.1 The Website, Console, and Applications are provided on an "as is" and "as available" basis. While the Company will endeavour to promptly address any technical hitches encountered while using the Website, Console, and Applications, use of the Website, Console, and Applications is ultimately always at the sole risk of the Subscriber / User, under any and all circumstances.

14.2 The Company does not warrant that:

- (a) the Website, Console, and Applications will meet the User’s specific requirements;
- (b) the quality of the Website, Console, and Applications will meet all the User’s expectations;
- (c) the Website, Console, and Applications will always be accurate or reliable;
- (d) the Website, Console, and Applications will be uninterrupted, timely, secure, or error-free;
- (e) any errors in or on the Website, Console, and Applications will be corrected.

14.3 The Company may subcontract or sell, merge, or restructure its business, without having to obtain any Subscriber and/or User consent. The Company may withdraw, add to, or amend, any or all parts of its service provision and obligations under these Terms, without having to obtain any Subscriber and/or User consent.

15. Third-party tools for extra services

15.1 For the convenience of Users and to enhance User experience of the Website, Console, and Applications, the Company may use selected third-party tools, for example Google Chrome.

15.2 In the event that the Subscriber or User wants to use these third-party tools, the Subscriber or User accepts that they do so entirely of their own volition and risk, and that they will have to subscribe themselves for those services directly from the relevant third-party service providers.

15.3 Before using any such third-party service either through or in connection with Our Website, Console and Application(s), We recommend Subscribers and Users carefully review the terms and policies of the third-party service provider.

15.4 These Terms do not apply to any third-party websites, services, and applications that You may access through the Website, Console, or Application(s). The Company does not assume or hold any responsibility or liability for the content, practices, pricing, tool-performance, or any disputes related to any third-party services or tools whatsoever.

16. Liability is limited

16.1 Users are liable for keeping their Device(s) safe and preventing unauthorized access. MyCena shall not be liable for any password access by an unauthorized person under any circumstance.

16.2 Users are required to exercise the same level of security in safeguarding the information they store on the Console and in the Application(s) and assume full and sole liability for any access thereof.

16.3 Under any and all circumstances, Users accept and agree that by using the Website, Console, and Applications, the Company cannot be held responsible or liable for any loss of User account, any loss of data (including, as applicable, shared data received from others), or login credentials, passwords, connection(s), backups, backup data, or any other confidential or private information belonging to Users, whether through wilful misuse or unintentional misuse or negligence, either by the User or by the Company or by any other third-party.

16.4 In any and all circumstances and regardless of the reason for any claim, MyCena's maximum liability to any third-party, customer, Subscriber, or User, for all claims, including for costs associated with the performance of any correction services, or any other cost, will be limited to direct costs and damages only, and then only in an amount up to and not exceeding the price actually paid to MyCena for the respective MyCena products and services that are the subject of the claim of the third-party, customer, Subscriber, or User.

16.5 To the maximum extent permitted by law, in no event will the Company be liable for any consequential, exemplary, punitive, incidental, indirect or special damages or costs, howsoever arising, and regardless of the theory of liability on which they are asserted, and even if the Company has been advised of the possibility of such damages or costs, including but not limited to legal costs, attorneys' fees, damages for misuse or loss of data, damages for loss of profits, business, goodwill, use, or any other intangible and tangible losses. Such losses may result from:

- (a) the use or the inability to use the Website, Console, or Application(s) (in whole or in part) or any technical malfunctions;
- (b) data breaches, including unauthorized access to, or alteration or theft of, Your communications or data;
- (c) the cost of implementation, training, and maintenance of the MyCena products and services;
- (d) the cost of procurement of substitute goods and services;
- (e) conduct or actions of any third-party regarding the Website, Console, or Application(s); or
- (f) any other matter relating to the Website, Console, or Applications.

17. Data protection

17.1 The Company shall be responsible for full compliance with all relevant data protection legislation applicable in the territories in which it operates, including the General Data Protection Regulation 2016/679 (EU GDPR), the Data Protection Act 2018 (UK), and the Lei Geral de Proteção de Dados 2018 (LGPD - Brazil Data Protection Law), in relation to the processing of any personal data collected and held by the Company.

17.2 We will only use such personal data for administration, management, operations (including payment), record keeping, performance of contract, complying with legal requirements, and for the purpose of other legitimate interests during the term of subscription. Unless specifically required to do so by law, MyCena will not share any Subscriber or User personal data with any third parties.

17.3 A Governance, Risk and Compliance section in the MyCena Console records every successful and unsuccessful User action in the Console and Application (for example answering security questions, accessing Bronze, Silver, and Gold levels within the Application, clicking on the “go to” button, etc.). This allows User access monitoring without anyone actually knowing any individual User password(s).

17.4 Business and Enterprise Subscribers warrant that they have the rights to use their User’s data.

17.5 Subscribers can write to Our Data Protection Officer (DPO) by sending an email to dpo@mycena.co at any time to request confirmation, access, correction, anonymization, blocking, deletion, portability, or to raise any other information request or matter in relation to their Personal Data and the processing thereof.

17.6 We will undertake that data is processed in a manner that ensures appropriate security of personal data, including protection against unauthorized or unlawful processing, unlawful access by or sharing with unauthorized persons, and against accidental loss, destruction, or damage, using appropriate technical and/or organizational measures.

17.7 Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall in relation to personal data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR, and Article 46(1) of LGPD. For avoidance of doubt, the Website, Console, and Applications use end-to-end data encryption.

17.8 We will notify You without undue delay upon becoming aware of any security incident affecting personal data held by Us that may create risk or relevant damage to You. In such circumstances, we will provide You with the following information:

- (a) information on who has been affected by the incident;
- (b) a description of the nature of the affected personal data;
- (c) an indication of the technical and security measures used to protect the data (subject to commercial and industrial secrecy);
- (d) the risks related to the incident;
- (e) explanations for any delay, in cases in which Our communication to You was not immediate; and
- (f) the measures that were or will be adopted to investigate, reverse, mitigate and/or remediate the effects of the damage.

17.9 Each User's licence/account may only be used by that User. Sharing a licence/account with any other person is not permitted. The User is solely responsible for maintaining the security of their account and their authentication credentials, including their own security questions, fingerprint, face ID, PIN, lock pattern and passphrase for use with the Applications, and their login and password for Console access.

18. No malicious or illegal use

18.1 The User must not:

- (a) use the Website, Console, or Application(s) in any unlawful manner, for any unlawful or fraudulent purpose, or in any manner inconsistent with these Terms;
- (b) infringe on the intellectual property rights of the Company or those of any third-party, in relation to the User's use of the Website, Console, or Application(s);
- (c) use the Website, Console, or Application(s) in any way that could damage, disable, overburden, impair or compromise the Company's systems or security or interfere with other Users;
- (d) collect any information or data from the Website, Console, or Application(s);
- (e) disclose or distribute information relating to another User of the Website, Console, or Applications to any third-party, or use any other User's information for any marketing purposes, unless they have obtained that User's express permission to do so; or
- (f) access or register other User's login credentials.

19. Representation

19.1 The Subscriber / User represents that they have the due right and power to enter into this Agreement. Entering into this Agreement will not cause the breach of any other agreement that the Subscriber / User has with any third-party and that all of the registration information provided to the Company is accurate in all respects.

19.2 By assenting to this Agreement the Subscriber / User represents and warrants that they have the full right, power and authority to access and use the Website, Console, or Application(s) and, to the extent applicable and necessary, that they have obtained all necessary corporate and/or other authorisations or consents to access and use the Website, Console, or Application(s). Thus, if You are a natural individual person (e.g. an employee or a consultant or an advisor) acting on behalf of an organisation, You represent and warrant that You have obtained all necessary authorisations or consents (i.e. You must be an authorised representative of said organisation) to accept these Terms on behalf of such organisation so that, in addition to Yourself, such organisation is also bound by these Terms and Conditions.

19.3 By agreeing to these Terms and Conditions, any Corporate Subscriber and/or User represents and warrants that they are not and will not be deemed a 'consumer' as defined in The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

20. Force majeure

20.1 The Company will not be liable for any failure or delay in performing its obligations under these Terms or with respect to its Website, Console, Applications, or services caused by natural disaster, government mandate, civil disobedience, or any other factors beyond the Company's reasonable control.

21. Severance

21.1 If any part of these Terms and Conditions is found to be invalid by a court of law, tribunal, or another forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the other parts of these Terms and Conditions. An amendment of these Terms and Conditions shall be deemed to have been undertaken by any modification or severing of part or parts of the Terms and Conditions as necessary to render them valid, legal, and enforceable while preserving their sole purpose. Or, if this is not possible, by substituting another provision that is valid, legal, and enforceable that gives equivalent effect to the intent of the given Term or Condition.

22. Entire agreement

22.1 These Terms and Conditions and the attached Privacy and Cookie Policy constitute the entire Agreement between the Company and the Subscriber / User and supersede any prior written or oral agreement with respect to the subject matter hereof.

23. Applicable law and jurisdiction

23.1 These Terms shall be governed by the Laws of England and Wales and all Users submit to the exclusive jurisdiction of the English courts for any matter or dispute arising in relation to these Terms.