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Binarii Labs Limited End User Licence Agreement (EULA)

Terms and Conditions of www.binariidsm.com

Introduction

These Terms govern:

- i. the use of this Application, and,
- ii. any other related Agreement or legal relationship with the Company in a legally binding way.

Capitalised words are defined in the relevant dedicated section of this document.

The End User must read this document carefully.

This Application is provided by:

Binarii Labs Limited Nova UCD, Belfield Innovation Park, Dublin 4, D04 V2P1, Ireland.

Company contact email: info@binariilabs.com

Information about the Company's Products

BinariiDSM:

A simple to use, easy to set up web based highly secure unstructured data file management solution. Enable secure file storage and secure sharing with all the benefits of our integrated automated Data Security Platform, securing your unstructured data file by file. A unique process that duplicates, fragments, encrypts, and distributes across multiple user-owned data storage locations, whilst also securing on a file by file basis a blockchain recorded "Proof of Record" to prove provenance and date and time of any data file action.

BinariiDSP:

An enterprise-grade, integrated data security platform designed to protect unstructured data by default. Every file is automatically duplicated, encrypted, fragmented, and distributed across multiple user-owned storage locations, eliminating single points of failure and ensuring that no breach can ever expose a complete file. Business continuity is built-in – data remains uninterrupted and accessible even during outages or attacks. A blockchain-based immutable "Proof of Record" logs every file action, providing verifiable provenance and compliance-ready auditability. With BinariiDSP security, sovereignty, and resilience are embedded seamlessly into workflows.

Cyqur:

A lightweight browser extension and app that secures access credentials such as passwords, PINs, and secret keys. By encrypting, fragmenting, and distributing this sensitive data into multiple storage locations, Cyqur ensures credentials remain both secure and always accessible – even in the event of a breach. Powered by the same patented BinariiDSP technology, Cyqur applies enterprise-grade security to personal and organisational secrets in a simple, low-cost, user-friendly format.

What the End User should know at a glance**Terms of Use**

Unless otherwise specified, the terms of use detailed in this section apply generally when any End User approved users are using this Application. Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document. By allowing or instructing their users to use this Application, End User confirm to meet the following requirements:

Account registration:

To use the Service an End User must register or create an account, providing all required data or information in a complete and truthful manner. Failure to do so will cause unavailability of the Service. End Users are responsible for approving the users they wish to be authorised within their instance of BinariiDSM. End Users are responsible for ensuring that all users keep their login credentials confidential and safe. For this reason, End Users are required to ensure their users passwords meet the highest standards of strength permitted by this Application. By registering, End Users agree to be fully responsible for all activities that occur under each and all of their User's username and password. End Users are required to immediately and unambiguously inform the Company via the contact details indicated in this document, if they think any of theirs, or their User's personal information, including but not limited to accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Account termination:

End Users can terminate their account and stop using the Service at any time by doing the following:

Directly contacting the Company at the contact details provided in this document.

Account suspension and deletion:

The Company reserves the right, at its sole discretion, to suspend or delete at any time and without notice, End Users accounts that it deems inappropriate, offensive or in violation of these Terms. The suspension or deletion of End Users accounts shall not entitle End Users to any claims for compensation, damages or reimbursement. The suspension or deletion of accounts due to causes attributable to the End Users, or any of their Users does not exempt the End Users from paying any applicable fees or prices.

Access to external resources:

Through this Application, End Users may have access to external resources provided by third parties. End Users acknowledge and accept that the Company has no control over

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such resources and is therefore not responsible for their availability. Conditions applicable to any resources provided by third parties, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use:

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law. End Users are solely responsible for making sure that theirs and their User's use of this Application violates no applicable law, regulations or third-party rights. Therefore, the Company reserves the right to take any appropriate measure to protect its legitimate interests including by denying End User's or their User's access to this Application, terminating contracts, reporting any misconduct performed through this Application to the competent authorities – such as judicial or administrative authorities whenever End Users engage or are suspected to engage in any of the following activities:

- i. violate laws, regulations and/or these Terms;
- ii. infringe any third-party rights;
- iii. considerably impair the Company's legitimate interests;
- iv. offend the Company or any third party.

Licence Restrictions

The End User agrees not to, and shall not permit any third party to:

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Products, except to the limited extent expressly permitted by applicable law;
- (b) modify, adapt, alter, translate, or create derivative works of the Products without the Company's prior written consent;
- (c) sublicense, rent, lease, loan, sell, resell, or otherwise transfer the Products or any rights therein, except as expressly permitted under this Agreement;
- (d) remove, alter, or obscure any proprietary notices, trademarks, or other designations of the Company or its licensors; and
- (e) use the Products in violation of applicable laws, including but not limited to data protection laws, export control laws, and regulations governing the transfer of encryption technology.

The End User represents and warrants that it is not located in, under the control of, or a national or resident of any country subject to embargo or sanction under applicable export laws, and shall not use or permit the use of the Products in violation of such laws.

Software license:

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by the Company and/or its licensors. Subject to End User's compliance with and notwithstanding any divergent provision of these Terms, the Company merely grants End Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of this Application and the Service offered.

This license does not grant End Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Company's or its licensors' sole property. All

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rights and license grants to End Users shall immediately terminate upon any termination or expiration of the Agreement.

API usage terms:

End Users may at times access their data relating to this Application via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses this Application, is bound by these Terms and, in addition, by the following specific terms:

the End User expressly understands and agrees that the Company bears no responsibility and shall not be held liable for any damages or losses resulting from the End User's use of the API or their use of any third-party products/services that access data through the API.

Liability and indemnification

Unless otherwise explicitly stated or agreed with End Users, the Company's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Indemnification

The End User agrees to indemnify and hold the Company and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand, (including but not limited to lawyer's fees and costs) made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the End User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law. The above also applies to any claims exercised by third parties (including but not limited to the Company's clients or customers) against the Company related to Digital Products provided by the End User such as, for instance, conformity claims.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, End User shall have no right to claim damages against the Company (or any natural or legal person acting on its behalf). This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this Application has been appropriately and correctly used by the End User and their Users. Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Company shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

Australian End Users

Limitation of liability

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Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the End User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the End User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Company's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

USA End User

Disclaimer of Warranties

This Application is provided strictly on an "as is" and "as available" basis. Use of the Service is at End Users own risk. To the maximum extent permitted by applicable law, the Company expressly disclaims all conditions, representations, and warranties, whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the End User from the Company or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the End User, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the Service will meet the End User's requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components.

The Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Company shall not be a party to or in any way monitor any transaction between End Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with End User's web browser, mobile device, and/or operating system. The Company cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to End Users. This Agreement gives End Users specific legal rights, and End Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Company, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- i. any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other

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- intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- ii. any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or End User account or the information contained therein;
 - iii. any errors, mistakes, or inaccuracies of content;
 - iv. personal injury or property damage, of any nature whatsoever, resulting from an End User;
 - v. any unauthorized access to or use of the Company's secure servers and/or any and all personal information stored therein;
 - vi. any interruption or cessation of transmission to or from the Service;
 - vii. any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
 - viii. any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
 - ix. the defamatory, offensive, or illegal conduct of any End User, their User or third party.

In no event shall the Company, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by the End User to the Company hereunder in the preceding 12 months, or the period of duration of this agreement between the Company and End User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the End User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; therefore, the above limitations or exclusions may not apply to the End User. The terms give End Users specific legal rights, and the End Users may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The End User agrees to defend, indemnify and hold the Company and its subsidiaries, affiliates, officers, directors, agents, co branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- i. End User's use of and access to the Service, including any data or content transmitted or received by the End User;
- ii. End User's violation of these terms, including, but not limited to, End User's breach of any of the representations and warranties set forth in these terms;
- iii. End User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- iv. End User's violation of any statutory law, rule, or regulation;

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- v. any content that is submitted from End User's account, including third party access with End User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- vi. End User's wilful misconduct; or
- vii. statutory provision by End User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Common provisions

No Waiver

The Company's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Company reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the End Users appropriately.

Within the limits of law, the Company may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Company will cooperate with End Users to enable them to withdraw personal data or information and will respect End User's rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Company's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

End Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Company's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Business and their User's data, End Users may refer to the privacy policy of this Application.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Company or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks, (nominal or figurative), and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application

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are, and remain, the exclusive property of the Company or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Company reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Company will appropriately inform the End User of these changes.

Such changes will only affect the relationship with the End User from the date communicated to End Users onwards.

The continued use of the Service will signify the End User's acceptance of the revised Terms.

If End Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the End User's acceptance. The End User can obtain any previous version from the Company.

If legally required, the Company will notify End Users in advance of when the modified Terms will take effect.

Assignment of contract

The Company reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the End User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

End Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Company.

Contacts

All communications relating to the use of this Application must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US End Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between End Users and the Company with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU End Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and

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enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

Governing Law and Jurisdiction

This End User Licence Agreement shall be governed by and construed in accordance with the laws of Ireland. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Definitions and legal references

This Application

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Company and the End User, governed by these Terms.

Brazilian (or Brazil)

Applies where an End User, regardless of nationality, is registered in Brazil.

End User

Any End User that does not qualify as a Consumer.

Digital Product

Is a Product that consists of:

- i. content produced and supplied in digital form; and/or
- ii. a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the End User or any other user of this Application.

European (or Europe)

Applies where an End User, regardless of nationality, is in the EU.

Company (or We)

Indicates the natural person(s) or legal entity that provides this Application and/or the Service to End Users.

Service

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The service provided by this Application as described in these Terms and on this Application.

Terms

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

End User (or You)

Indicates any natural person or legal entity using this Application.

Consumer

Consumer is any User qualifying as such under applicable law.

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