# Terms & Privacy Policy

Verum Messenger never collects or stores confidential information. Verum messages and calls can not be accessed by us or other third parties, because they are always encrypted and therefore confidential.

#### **Terms of Service**

Verum Messenger utilizes state-of-the-art security and end-to-end encryption to provide private messaging, VOIP calling, and other services to users worldwide. You agree to our Terms of Service ("Terms") by installing or using our apps and services (together, "Services").

#### About our services

**Account Registration.** To create an account you need to register for our Services using nickname and password. Optionally you can link your email to account for password restore. You agree to receive an email to restore your password.

**Privacy of user data.** Verum Messenger does not collect and sell or monetize your personal data or content in any way – ever.

Please read our <u>Privacy Policy</u> to understand how we safeguard the information you provide when using our Services. For the purpose of operating our Services, you agree to our data practices as described in our Privacy Policy.

**Software.** In order to enable new features and enhanced functionality, you consent to downloading and installing updates to our Services.

**Fees and Taxes.** You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.

### **Using Verum Messenger**

**Our Terms and Policies.** You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

**Legal and Acceptable Use.** You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe the rights of Verum, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) involve

sending illegal or impermissible communications such as bulk messaging, automessaging, and auto-dialing.

Harm to Verum. You must not (or assist others to) access, use, modify, distribute, transfer, or exploit our Services in unauthorized manners, or in ways that harm Verum, our Services, or systems. For example you must not (a) gain or try to gain unauthorized access to our Services or systems; (b) disrupt the integrity or performance of our Services; (c) create accounts for our Services through unauthorized or automated means; (d) collect information about our users in any unauthorized manner; or (e) sell, rent, or charge for our Services.

**Keeping Your Account Secure.** Verum embraces privacy by design and does not have the ability to access your messages. You are responsible for keeping your device and your Verum account safe and secure. When you register with a new device, your old device will stop receiving all messages and calls.

**No Access to Emergency Services.** Our Services do not provide access to emergency service providers like the police, fire department, hospitals, or other public safety organizations. Make sure you can contact emergency service providers through a mobile, fixed-line telephone, or other service.

**Third-party services.** Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. When you use third-party services, their terms and privacy policies govern your use of those services.

### License and copyrights

We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our written permission.

Verum grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms.

### **Disclaimers and Limitations**

**Disclaimer.** You use our services at your own risk and subject to the following disclaimers. We provide our services on an "as is" basis without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code. Verum does not warrant that any information provided by us is accurate, complete, or useful, that our services will be operational, error-free, secure,

or safe, or that our services will function without disruptions, delays, or imperfections. We do not control, and are not responsible for, controlling how or when our users use our services. We are not responsible for the actions or information (including content) of our users or other third parties. You release us, affiliates, directors, officers, employees, partners, and agents (together, "Parties") from any claim, complaint, cause of action, controversy, or dispute (together, "Claim") and damages, known and unknown, relating to, arising out of, or in any way connected with any such claim you have against any Third Parties.

Limitation of liability. Verum will not be liable to you for any lost profits or consequential, special, punitive, indirect, or incidental damages relating to, arising out of, or in any way in connection with our Terms, us, or our services, even if the Verum have been advised of the possibility of such damages. The foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions may not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you. Notwithstanding anything to the contrary in our Terms, in such cases, the liability of the Verum will be limited to the fullest extent permitted by applicable law.

**Availability of Our Services.** Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time.

#### **Ending Terms**

**Ending these Terms.** You may end these Terms with Verum at any time by deleting Verum Messenger from your device and discontinuing use of our Services. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for Verum.

#### **General**

Verum may update the Terms from time to time. When we update our Terms, we will update the "Last Modified" date associated with the updated Terms. Your continued use of our Services confirms your acceptance of our updated Terms and supersedes any prior Terms. You will comply with all applicable export control and trade sanctions laws. Our Terms cover the entire agreement between you and Verum regarding our Services. If you do not agree with our Terms, you should stop using our Services.

If we fail to enforce any of our Terms, that does not mean we waive the right to enforce them. If any provision of the Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severable from our Terms and shall not affect the enforceability of the remaining provisions. Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country. If you have specific questions about these Terms, please contact us at verum.messenger@protonmail.com.

## **Privacy Policy**

Verum utilizes state-of-the-art security and end-to-end encryption to provide private messaging and Internet calling services to users worldwide ("Services"). Your calls and messages are always encrypted, so they can never be shared or viewed by anyone but yourself and the intended recipients.

## Information you provide

**Account Information.** You register only a nickname and password when you create a Verum account. You may optionally add other information to your account, such as a profile name and profile picture, or email.

**Messages.** Verum cannot decrypt or otherwise access the content of your messages or calls. Verum queues end-to-end encrypted messages on its servers for delivery to devices that are temporarily offline (e.g. a phone whose battery has died). Your message history is stored on your own devices.

Additional technical information is stored on our servers, including randomly generated authentication tokens, keys, push tokens, and other material that is necessary to establish calls and transmit messages. Verum limits this additional technical information to the minimum required to operate the Services.

**Contacts.** Verum didn't discover which contacts in your address book are Verum users to protect the privacy of your contacts.

**Managing your information.** You can manage your personal information in Verum's application Settings. For example, you can update your profile information or choose to enable additional privacy features like a Passcode.

## **Updates**

We will update this privacy policy as needed so that it is current, accurate, and as clear as possible. Your continued use of our Services confirms your acceptance of our updated Privacy Policy.

#### **Contact Us**

If you have questions about our Privacy Policy please contact us at verum.messenger@protonmail.com.

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