

# KEEEX GENERAL TERMS AND CONDITIONS OF SERVICE

## ACCESS TO SERVICES

The Keeex Services are accessible only to professionals within the meaning of the French law, having entered into a Contract with Keeex under Keeex's General Terms and Conditions of Use and/or any further Particular Terms relating to the consumed Services.

The Services are not available to non professional individuals. Is considered as such any person wishing to subscribe to a Service on an individual basis, for a private use, outside of any function that they would exercise on a professional basis, permanently or occasionally, directly or indirectly.

Keeex reserves the right to assess, at any time and on a discretionary basis, the nature of the usage of the Services and to determine whether they obey the terms of the Contract, and to discontinue, suspend or terminate any use of the Services that does not meet the conditions set by Keeex for professional use of the Services. In addition, Keeex reserves the right to offer Services with different terms and conditions depending on whether they are offered free of charge or for a fee.

Any professional must agree to subscribe to the services based on terms negotiated with Keeex.

## DESCRIPTION OF SERVICE AND SOFTWARE

Keeex offers Services based on a technology that allows to embed trusted, authentication, organization and operational metadata inside files.

This technology is universal: it can be applied to virtually any file format, without altering its usage, and allows for the verification of files by a universal tool or web page. This approach reverses the standard view that files are under the control of trusted third parties, document management systems and technical organizations or infrastructures (including system folders and databases). This technology applies to an original file and produces a "keexed" version of it.

The Keeex self-supporting technology ensures that a keexed file can be permanently verified as being of unaltered integrity (using cryptographic fingerprints), authentic (using cryptographic signatures), timestamped (via timestamp certificates), possibly geolocated, and if necessary, anchored on a blockchain.

Keeex allows the free and permanent verification of files by use of many applications and solutions, including the web page <https://services.keex.me/verify>, also by copies of this page on the Web Archive, on partner and customer sites, and using dedicated applications.

A "manual" verification procedure totally independent from Keeex and based only on general open source cryptographic tools and public data (blockchain) is provided on request.

A Keeexed File may:

- Contain one or more cryptographic sum of control (also called hashes) in the form of a list of pronounceable artificial names (its "IDX") to verify that no bit of the keeexed File has been changed.
- Contain a reference to the user's profile ID.
- Contain a "logical name" preserved from any file renaming by third parties or operators.
- Contain a "description" to assign inviolable copyright, confidentiality terms, instructions to recipients or readers, or any other text.
- Contain, if necessary, one or more public keys pertaining to a digital signature system, and a digital signature of the IDX using the corresponding private key or a derivation of that key.
- Contain, if any, one or more X.509 certificates to verify a signature of the IDX self-supported by the file by the corresponding private key.
- If necessary, contain a reference to a human readable blockchain anchor certificate as available on the <https://services.keex.me/timestamps> site or in the ChainPoint (<https://chainpoint.org/>) format , or the entire certificate.
- Contain, if necessary, a reference to an RFC3161 time stamp certificate produced by a time certification authority (TSA) as available on the <https://services.keex.me/timestamps> website, or the entire certificate.
- Contain references to other keeexed files, including but not limited to the author's profile, the kernel program that keeexed the file, any previous versions of the file, and other user-selected or program-generated files.
- Contain technical data related to the context of use and the processes in which files are useful.
- Contain geolocation metadata.

The "keeexing" process is protected by several international patents pending or delivered. Keeex leverages the value of this process via a catalog of software, server and web infrastructures accessible online. Collectively, Software and Online Services will be referred to as the "Services".

The Online Services are accessible in particular via access to the domains "keex.me", "keex.com", "keex.io", "keex.net", "keex.be", "keex.art", "keex.cn" and their sub-

domains, without this list being exhaustive. Part of the Services is accessible on these domains via APIs (Application Programming Interface).

The Services offered by Keeex include Keeex Fusion (a Linux application), PhotoProof Pro (a mobile application), Keeex JS (a front office web sdk) and Keeex Drop (a desktop application).

The services offered by Keeex online for remote access via API or portal (such as "KaaaS" – Keeex as a Service) are usually also available for deployment "On Premises" (on the client's servers). These services most typically require Keeex Fusion to run.

Other web services will be proposed according to the same model as KaaaS or to complement it (traceability of versions, invoicing, governance ...).

Some of the software produced by Keeex may, as per customer request, be adapted visually or functionally to their needs, including in a commercial setting. This case requires a specific contract (business, distribution or commercial license, depending on the case).

Each software or service offered by Keeex may be subject to specific terms and conditions of use and services, for instance as part of a dedicated PAS or PQSC.

Keeex is able to achieve any integration of Keeex Fusion into a back office application of our customers on demand, with connection to any blockchain (Bitcoin, Ethereum, HyperLedger Fabric, R3 Corda...). We also integrate Keeex into mobile applications.

Keeex offers at the URL <https://keeex.me> the site presenting some of our services, and our General Terms of Use of Services and Software.

## **DATA STORAGE, LOCATION AND ENCRYPTION**

**TRANSFER:** In the case of remote access to the services offered online, user data transiting to our servers is encrypted according to the TLS/SSL protocol and is kept only for the limited time that allows the service to operate.

**LOCATION:** For the storage of its own data and those of its customers, Keeex uses the services of hosting companies OVH (France - not subject to the Cloud Act) and Amazon Web Services (whose Data Center is located in Germany, in Frankfurt), to ensure compliance with data protection conditions.

**RETAINED DATA:** Keeex retains only the data strictly necessary for the operation of the service.

**PASSWORD:** Passwords are never transmitted to the server in plain language or stored in the form received.

**DURATION:** For web services (such as "KaaaS") with "On Demand" remote access, KeeeX offers a file storage service for a default duration of 48 hours. However, depending on the customer's request, this duration may be reduced or extended.

**MACHINE ENCRYPTION:** KeeeX operates its services at OVH on machines with encrypted discs.

**CLIENT DATA ENCRYPTION:** Our general policy as long as it remains compatible with the provision of the Services is to encrypt our users' data according to secrets in their possession in order to prohibit access to any system engineer.

**COUNTERFEIT:** When used properly, and in the absence of leaked secrets or cryptographic flaws, our technology helps to ensure that no engineer with access to the systems is able to produce and store fake or counterfeited data.

**GDPR:** A separate document details KeeeX's conditions for applying the GDPR.

## **DISCLAIMERS AND EXCLUSIVE REMEDIES**

**YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KeeeX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KeeeX MAKES NO WARRANTY THAT (i) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.**

## **RESPONSIBILITY**

**KeeeX is bound by the only guarantees defined in the contract, to the exclusion of any other guarantee, explicit or implied, including any guarantee of commercial value, adaptation to a particular use or infringement.**

**Any service used free of charge will be provided as it is and according to availability.**

**KeeeX is expressly subject to an obligation of means. KeeeX can only be held liable in the event of a proven contractual fault established by a judge.**

**If a monetary conviction were to be imposed against KeeeX, for any reason, KeeeX's total conviction shall be limited to the amount actually received by KeeeX as a whole in the year in which the incident or difficulty leading to liability for the Services directly causing the damage has been observed.**

**Notwithstanding any contrary disposition in the Contract, any indemnification claims regarding loss of turnover, indirect or non-directly consecutive damages or any harm suffered by the Client or third parties, or the consequences of claims, requests or other actions made by a third party against You or KeeeX are excluded.**

**KeeeX cannot be held responsible for the consequences of a failure of a blockchain or third-party service (subcontractor, host, provider of complementary technology ...), but commits to make our best efforts to pick the best available technologies and partners.**

**Thanks for using KeeeX!**