

MeSince Legal Info

(Achieved on August 18, 2020)

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1. Terms of Service

Update Effective Date: Dec. 14, 2018

MeSince Technology Limited ("MeSince," "our," "we," or "us") is registered in China Mainland, Hong Kong SAR and United Kingdom, provides an encrypted email client software and other related products and services to users around the world. Please read our Terms of Service so you can understand what's up with the use of MeSince.

In order to provide our Services (as defined below) through our apps, services, features, software, or website, we need to obtain your express agreement to our Terms of Service ("Terms"). You agree to our Terms by installing, accessing, or using our apps, services, features, software, or website.

1.1 Our Services

If you live in China Mainland, **MeSince China** provides the services described below to you. If you live in a country in the European Region, **MeSince UK** provides the services described below to you; if you live in any other country except above region, **MeSince Hong Kong** provides the services described below to you (collectively, "Services"):

- **Privacy and Security Principles.** Respecting and protecting your privacy are the reasons why MeSince come out. Since we started MeSince, we've built our Services with strong privacy and security principles in mind.
- **Email Client Software.** MeSince is an encrypted email client software, MeSince APP is available on Windows, iOS and Android system. MeSince encrypt, sign and timestamp every outgoing email as default automatically.
- **Encrypting Certificate.** MeSince automatically install an Encrypting Certificate for each email account after you have setup your email account successfully, and MeSince stores the Encrypting Certificate private key in MeSince cloud server securely, to ensure you can decrypt and encrypt messages at any time in any device once you log into your email account. It is recommended to set your certificate private key protection password to enhance the private key security, please remember this password. This certificate is the Account Encrypting Certificate for basic encryption and secure communication to servers that you can't delete it, but you can import other certificate and set it as the Default Encrypting Certificate.

- **Identity Certificate.** MeSince automatically install a V1 Identity Certificate for each email account after you have setup your email account successfully. If you applied Individual or Organization Validation successfully, MeSince will automatically install the related V2/V3/V4 Identity Certificate. These Identity Certificates key pair is generated and stored in local device securely, we don't backup the Identity Certificate private key in MeSince cloud server. MeSince will issue a new Identity Certificate once you use MeSince APP in new device. The V1 Identity Certificate is the Account Identity Certificate for basic encryption and secure communication to servers that you can't delete it. If you have applied Individual Validation or Organization Validation, the corresponding validation level V2/V3/V4 Identity Certificate will be automatically installed, you can set any one of the Identity Certificates as the default Identity Certificate, these V2/V3/V4 Identity Certificates are for certifying your identity that you also can't delete it. But you can import other certificate and set it as the Default Identity Certificate.
- **Ways to Improve Our Services.** We analyze how you make use of MeSince, in order to improve all aspects of our Services described here.
- **MeSince Certificate Database (CerDB).** CerDB is a public database of collection of public keys of Encrypting Certificates from all MeSince users and those who voluntarily submit theirs. MeSince automatically collect all incoming digitally signed email's public key of the Encrypting Certificate and post to CerDB. This Database not only is used by MeSince when user sending encrypted email, but also opened to all third parties that they can search every email's public key for encryption automation.
- **Safety and Security.** We work to protect the safety and security of MeSince by appropriately dealing with abusive people and activity and violations of our Terms. We prohibit misuse of our Services, harmful conduct towards others, and violations of our Terms and policies, and address situations where we may be able to help support or protect our community. We develop automated systems to improve our ability to detect and remove abusive people and activity that may harm our community and the safety and security of our Services. If we learn of people or activity like this, we will take appropriate action by removing such people or activity or contacting law enforcement. We share information with other affiliated companies when we learn of misuse or harmful conduct by someone using our Services.
- **Enabling Global Access to Our Services.** To operate our global Service, we need to store and distribute information in data centers and systems around the world, including outside your country of residence. This infrastructure may be owned or operated by our affiliated companies.
- **Affiliated Companies.** We are a subsidiary company of WoTrus CA Limited. MeSince uses WoTrus CA system and KM system to issue certificates to MeSince users, and WoTrus is responsible for MeSince users identity validation. MeSince receives information from, and shares information with WoTrus as described in MeSince's Privacy Policy to help operate, provide, and improve our Services.

1.2 About Our Services

No Registration. Like other email client, you don't have to register to use the service. After you install MeSince APP, setup your email account to start using our service. The email address you used in MeSince is your MeSince Account name in our system, you can use this email address to log into MeSince website.

Age. You must be at least 16 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Devices and Software. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. In order to use our Services, you consent to manually or automatically download and install updates to our Services. You also consent to our sending you notifications via MeSince from time to time, as necessary to provide our Services to you.

Fees and Taxes. You are responsible for all carrier data plans, Internet fees, and other fees and taxes associated with your use of our Services. You can use our basic encryption service for free, and the default account certificates (one Encrypting Certificate and one V1 Identity Certificate) are free that only validated the email control without identity info in the certificate. If you like to apply high level validation with high level validated identity certificate, you need to pay the validation fee for the Authentication Service.

1.3 Privacy Policy And User Data

MeSince cares about your privacy. MeSince's Privacy Policy describes our information (including message) practices, including the types of information we receive and collect from you, how we use and share this information, and your rights in relation to the processing of information about you. The Privacy Policy sets out the legal bases for our processing of personal information about you, including the collection, use, processing, and sharing of such information, as well as the transfer and processing of such information to China and other countries globally where we have or use facilities, service providers, affiliated companies, or partners, regardless of where you use our Services.

1.4 Acceptable Use of Our Services

Our Terms and Policies. You must use our Services according to our Terms and Policies. If you violate our Terms or Policies, we may take action with respect to your account, including disabling or suspending your account and, if we do, you must not create another account using the same email without our permission.

Legal and Acceptable Use. You must access and 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, misappropriate, or infringe the rights of MeSince, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications, such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services.

Harm to MeSince Or Our Users. You must not (or assist others to) directly, indirectly, through automated or other means access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a)

reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the safety, security, or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services in an unauthorized manner; (h) create software or APIs that function substantially the same as our Services and offer them for use by third parties in an unauthorized manner.

Keeping Your Account Secure. You are responsible for keeping your device and your MeSince account safe and secure, and you must keep your certificate file in a safe place if you export your certificate. And you must notify us promptly of any unauthorized use or security breach of your certificate or our Services.

1.5 Licenses

Your Rights. MeSince does not claim ownership of the information that you submit for your MeSince account or through our Services. You must have the necessary rights to such information that you submit for your MeSince account or through our Services and the right to grant the rights and licenses in our Terms.

MeSince's Rights. 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, or other intellectual property rights unless you have our express permission.

Your License to MeSince. In order to operate and provide our Services, you grant MeSince a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (except the email content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services.

MeSince's License to You. We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

1.6 Disclaimers

WE WILL USE REASONABLE SKILL AND CARE IN PROVIDING OUR SERVICES TO YOU AND IN KEEPING IT A SAFE, SECURE, AND ERROR-FREE ENVIRONMENT, BUT WE DO NOT GUARANTEE THAT MESINCE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING 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. WE DO 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 OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "MESINCE PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, OR CONTROVERSY (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. YOUR RIGHTS WITH RESPECT TO MESINCE ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF YOUR COUNTRY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

1.7 Limitation of Liability

OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES SHALL BE LIMITED TO LOSSES THAT ARE A REASONABLY FORESEEABLE CONSEQUENCE OF SUCH BREACH (EXCEPT IN RELATION TO DEATH, PERSONAL INJURY, OR FRAUDULENT MISREPRESENTATION) AND WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS.

YOUR RIGHTS WITH RESPECT TO MESINCE ARE NOT MODIFIED BY THE FOREGOING LIMITATION IF THE LAWS OF YOUR COUNTRY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

1.8 Indemnification

If anyone brings a claim ("Third Party Claim") against us related to your actions, information, or content on MeSince, you will, to the extent permitted by law, indemnify and hold the MeSince Parties harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach of our Terms or of applicable law; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Third-Party Claim. Your rights with respect to MeSince are not modified by the foregoing indemnification if the laws of your country of residence, applicable as a result of your use of our Services, do not permit it.

1.9 Dispute Resolution

Governing Law. The laws of the Hong Kong SAR, China govern our Terms, as well as any Disputes, whether in court or arbitration, which might arise between MeSince and you, without regard to conflict of law provisions.

1.10 Availability and Termination of Our Services

Availability of Our Services. We are always trying to improve our Services. That means we may add or remove our Services, features, functionalities, and the support of certain devices and platforms. Our Services may be interrupted, including for maintenance, repairs, 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 after a notice period of 30 days, where possible. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

Termination. Although we hope you remain a MeSince user, you can terminate your relationship with MeSince anytime for any reason by deleting your account. For instructions on how to do so, please visit: [Deleting your account](#).

We may also modify, suspend, or terminate your access to or use of our Services anytime for suspicious or unlawful conduct, including for fraud, or if we reasonably believe you violate our Terms or create harm, risk, or possible legal exposure for us, our users, or others. Your email will be in the blacklist and you will not be able to use MeSince, please uninstall APP. But the following provisions will survive any termination of your relationship with MeSince: "Licenses," "Disclaimers," "Limitation of Liability," "Indemnification," "Dispute Resolution," "Availability and Termination of our Services," and "Other." If you believe your account's termination or suspension was in error, please [contact us](#). To protect your privacy, please send us encrypted email.

We may terminate your MeSince account if you repeatedly infringe the intellectual property rights of others.

Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding MeSince and our Services and supersede any prior agreements.
- We reserve the right to designate in the future that certain of our Services are governed by separate terms (where, as applicable, you may separately consent).
- 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.
- Any amendment to or waiver of our Terms requires our express consent. You have the right to terminate your relationship with MeSince at any time by deleting your account.
- We may amend or update these Terms. We will issue a notice to the website and APP for the update of the legal information such as the Terms of Service and Privacy Policy and display the effective date of the update at the top of this page. Please review the revised Terms of Service and Privacy Policy when you are free. Please note that we may not be able to provide such notice for changes to these Terms that are required to address technical evolutions of our Services or for changes made for legal reasons, both of which will become effective immediately. Your continued use of our Services following the notice period of planned changes confirms your acceptance of our Terms, as amended. We hope you will continue using MeSince, but if you do not agree to our Terms, as amended, you must stop using our Services by deleting your account.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner. In the event of such an assignment, these Terms will continue to govern your relationship with such third party. We hope you will continue using MeSince, but if you do not agree to such an assignment, you must stop using our Services by deleting your account.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.

- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions of our Terms, and the remaining portion of our Terms will remain in full force and effect.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract. Also, in certain jurisdictions, you may have legal rights as a data subject, and our Terms are not intended to limit such rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about MeSince and our Services, but you understand that you have no obligation to provide feedback or suggestions and that we may use your feedback or suggestions without any obligation to compensate you for them.

Accessing MeSince's Terms in Different Languages

To access our Terms in certain other languages, change the language setting for your session. If our Terms are not available in the language you select, we will default to the English version.

2. Privacy Policy

Update Effective Date: Mar. 20, 2019

Respect for your privacy is coded into our DNA. Since we started MeSince, we've aspired to build our Services with a set of strong privacy principles in mind.

MeSince is an encrypted email client software that encrypt all messages using client certificate, provides a technology tool to protect the private information conveniently for worldwide users. Our Privacy Policy helps explain our information (including message) practices. For example, what information we collect and how this affects you. We also explain the steps we take to protect your privacy.

When we say “MeSince,” “our,” “we,” or “us,” we’re talking about MeSince Technology Limited. This Privacy Policy (“Privacy Policy”) applies to all our apps, services, features, software, and website (together, “Services”) unless specified otherwise.

Please also read MeSince’s Terms of Service (“Terms”), which describes the terms under which you use our Services.

2.1 Information We Collect

MeSince must receive or collect some information to operate, provide, improve, understand, customize, support, and market our Services, including when you install, access, or use our Services. The types of information we receive and collect depend on how you use our Services.

2.1.1 Information You Provide

- **Your Account information.** Your email address used in MeSince is your username of the MeSince account. We store your email address, name, phone number, organization name, website URL and other similar information if you add this info on “My name card” so that these info can syn to other device using MeSince.
- **Your Contact.** Your sent email’s email address will add to “Contact” automatically, you can create contact into “Contact” manually. We store your Contacts and Groups information to our cloud server (encrypted using your certificate) so that you can have your Contact in all your devices using MeSince APP.
- **Your settings on blacklist and whitelist.** We store your blacklist and whitelist setting in our cloud server so that all settings will syn to all your device using MeSince APP.
- **Your Email Content.** We do not store your email content to our server, all messages are encrypted and stored in your mail account in the mail server and in your APP. If a message cannot be delivered immediately (for example, if you are offline), it will in the Outbox or “Outbox_MeSince” folder that we will try to deliver it once the network is available. We offer end-to-end encryption using your own certificate, which is on by default. End-to-end encryption means that your messages are encrypted to protect against us and third parties from reading them.
- **Customer Support.** You may provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support. For example, you may send us an email with information relating to our app performance or other issues.
- **Authentication Service.** If you apply for Individual Validation, you will need to provide your personal name and two different identity documents; if you apply for Organization Validation, you will need to provide registration documents such as the business license, and you will need to provide an authorization letter and a list of employees or validate your organization email domain control, as well as maybe the employee’s personal identity documents. You must explicitly consent to the collection and use of such information and supporting documentation when applying for the authentication service.

2.1.2 Automatically Collected Information

- **Usage and Log Information.** We collect information about your activity on our Services, like service-related, diagnostic, and performance information. This includes information about your activity (including how you use our Services, your Services settings, how you interact with others using our Services, and the time, frequency, and duration of your activities and interactions), log files, and diagnostic, crash, website, and performance logs and reports.
- **Device and Connection Information.** We collect device and connection-specific information when you install, access, or use our Services. This includes information like hardware model, operating system information, app version, browser information, and mobile network, language and time zone, and IP, device operations information, and identifiers like device identifiers. We collect the number of emails you sent and received per day for statistics.
- **Location Information.** We collect device location information if you use our location features, like when you choose to add your location information into your email, view locations nearby or those others have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app's location features. We use various technologies to determine location, including IP, GPS, Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.
- **Cookies.** We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are

being used, and customize our Services. For example, we use cookies to provide MeSince for web and desktop and other web-based services. We may also use cookies to understand which of our FAQs are most popular and to show you relevant content related to our Services. Additionally, we may use cookies to remember your choices, like your language preferences, to provide a safer experience, and otherwise to customize our Services for you.

- **Public Key Certificate.** When we process the received mail, we will automatically upload the public key certificate attached to the mail to our cloud server. This public key certificate will be automatically delivered to other user Contact (if your email address is in his/her Contact). This allows the user to automatically send encrypted mail to you with your public key without the need to exchange public keys in advance. In order to ensure that you can decrypt encrypted mail on different devices, the certificate encryption will use the multiple public key certificates we collected to encrypt the mail at the same time, so that you can decrypt it with any Encrypting Certificate.
- **Spam Email Address.** The SPAM email address you report is not only automatically included in the SPAM blacklist of your local device, but also uploaded to the cloud server and automatically synced to your other device's MeSince app. At the same time, we will set a global blacklist based on the number of times a user reports an email address and synchronize to all user's Cloud-Blacklist.
- **Mail Server Configuration Parameters.** After you successfully login to the mailbox, MeSince will automatically upload the server configuration parameters to the cloud server for analysis and processing, so that other users with the same domain name can automatically configure the approved mail server parameters.
- **Mail Attachments and URL in Email.** In order to secure the email attachment and secure the URL in the email, we will upload the hash value of the attachment and the URL in the email to the cloud service to check if the attachment is a malicious file and whether the URL is a malicious website.

2.1.3 Third-Party Information

- **Information Others Provide About You.** We receive information about you from other users and businesses. For example, when other users or businesses you know use our Services, they may provide your email to us when they use MeSince to send email to you, just as you may provide theirs, or they may send you a message, send messages to groups to which you belong. We require each of these users and businesses to have lawful rights to collect, use, and share your information before providing any information to us.
- **Third-Party Service Providers.** We work with third-party service providers and Our parent companies to help us operate, provide, improve, understand, customize, support, and market our Services. For example, we work with companies to distribute our apps, provide our infrastructure, delivery, and other systems, supply location, map, and places information, process payments, help us understand how people use our Services, market our Services, help you connect with businesses using our Services, conduct surveys and research for us, and help with customer service. These companies may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.

2.2 How We Use Information

We use the information we have (subject to choices you make) to operate, provide, improve, understand, customize, support, and market our Services. Here's how:

- **Our Services.** We use the information we have to operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services and analyze and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us.
- **Automated Email Encryption.** As described in the Terms of Service, we issue an Encrypting Certificate for every user and maintain the MeSince Certificate Database for all collected public keys of these Encrypting Certificates. Automated Email Encryption for each email send by every MeSince user and by some third-party service providers may rely on this database.
- **Personalization and synchronization.** We maintain your blacklist and whitelist settings, mail sorting rule, profile and contacts on our server to ensure that every time you use MeSince in a new device, all information will be synchronized to the new device.
- **Safety and Security.** We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.
- **Communications About Our Services.** We use the information we have to communicate with you about our Services and features and let you know about our terms and policies and other important updates. We may provide you marketing for our Services.
- **No Third-Party Banner Ads.** We still do not allow third-party banner ads on MeSince APP. We have no intention to introduce them, but if we ever do, we will update this policy.
- **Cloud-based Blacklist.** If one email address is reported by many people as SPAM, we will add it into our Cloud-based Blacklist, and all MeSince users will have this list for SPAM protection.
- **Open Platform service.** We provide API to third parties, like all kinds of service providers, other email client developers to get your Encrypting Certificate public key that it can be used to send encrypted email to you easily to protect your service information privacy like phone bill, bank statement, insurance statement etc.
- **Authentication Service.** We will complete your Individual Validation or Organization validation application based on the identity documents submitted by you and the government and third-party authoritative databases to verify your identity. Your personal and organizational information and associated identification materials are limited to confidential identity authentication and are restricted to authorized employees for use in internal office systems.

2.3 Information You and We Share

You share your information as you use and communicate through our Services, and we share your information to help us operate, provide, improve, understand, customize, support, and market our Services.

- **Send Your Information to Those You Choose to Communicate With.** You share your information (including messages) as you use and communicate through our Services.
- **Account Information.** Your email address, profile information, about information, may be available to anyone that you send email to.
- **Public Key Certificate.** We share your public key certificate with your contacts or other service providers to facilitate them to send you encrypted mail. Just like your contact's public key certificate has been shared with you, so that you can send an encrypted email to your contact.
- **Your Contacts and Others.** Users and businesses with whom you communicate may store or reshare your information (including your phone number or messages) with others on and off our Services.
- **Third-Party Service Providers.** We work with third-party service providers and our parent companies to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party service providers and the parent companies in this capacity, we require them to use your information on our behalf in accordance with our instructions and terms.
- **Third-Party Services.** When you use third-party services or our parent companies Products that are integrated with our Services, they may receive information about what you share with them. For example, the default certificates issuance and time stamp service are provided by our parent companies that they will receive information you share with them. If you interact with a third-party service linked through our Services, you may be providing information directly to such third party. Please note that when you use third-party services or our parent companies Products, their own terms and privacy policies will govern your use of those services.

2.4 How We Work with Our Parent Company

We are a subsidiary company of WoTrus CA Limited, WoTrus provide the default CA, default KM and default time stamp service. MeSign receives information from, and shares information with WoTrus. For example, Issuing V1 Identity Certificate need to post your email address to CA validation system to validate your email control. If you have applied Individual Validation and Organization Validation, then we will submit your identity information and proof documents to WoTrus CA for identity validation. We may use the information we receive from them, and they may use the information we share with them, to help operate, provide, improve, understand, customize, support, and market our Services and their offerings. This includes helping improve infrastructure and delivery systems, understanding how our Services or theirs are used, helping us provide a way for you to connect with businesses, and securing systems. We also share information to fight spam, threats, abuse, or infringement activities and promote safety and security across the parent companies' Products. However, we will minimize the scope for sharing information except it must share in order to provide service for you, but the scope don't include Gmail API restricted scopes.

2.5 Assignment, Change of Control, And Transfer

All of our rights and obligations under our Privacy Policy are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.

2.6 How The General Data Protection Regulation Applies To Our European Region Users

Our Legal Bases For Processing Information

We collect, use, and share the information we have as described above:

- as necessary to fulfill our Terms;
- consistent with your consent, which you can revoke at any time;
- as necessary to comply with our legal obligations;
- occasionally to protect your vital interests, or those of others;
- as necessary in the public interest; and
- as necessary for our (or others') legitimate interests, including our interests in providing an innovative, relevant, safe, and profitable service to our users and partners, unless those interests are overridden by your interests or fundamental rights and freedoms that require protection of personal data.

How You Exercise Your Rights

Under the General Data Protection Regulation or other applicable local laws, you have the right to access, rectify, port, and erase your information, as well as the right to restrict and object to certain processing of your information. This includes the right to object to our processing of your information for direct marketing and the right to object to our processing of your information where we are performing a task in the public interest or pursuing our legitimate interests or those of a third party. You can access or port your information using the in-app feature - My name card. You can access tools to rectify, update, and erase your information directly in-app setting. If we process your information based on our legitimate interests or those of a third party, or in the public interest, you can object to this processing, and we will cease processing your information, unless the processing is based on compelling legitimate grounds or is needed for legal reasons. You can also object to our processing of your information. Where we use your information for direct marketing for our own Services, you can always object and opt out of future marketing messages using the unsubscribe link in such communications.

2.7 Managing And Deleting Your Information

We store information until it is no longer necessary to provide our services, or until your account is deleted, whichever comes first. This is a case-by-case determination that depends on things like the nature of the information, why it is collected and processed, and relevant legal or operational retention needs.

If you would like to manage, change, limit, or delete your information, we allow you to do that through the following tools:

- **Services Settings.** You can change your Services settings to manage certain information available to other users. You can manage your contacts, groups, or use our blacklist feature to manage the users with whom you communicate.
- **Permissions.** If you want to revoke the permission you have agreed to, you can cancel the permissions directly in your phone, but this may result in a feature being unusable and you may be able to re-permit it if need.
- **Changing Your Mobile Phone Number, Profile Name and Picture, And About Information.** You can review, modify or empty the information in “My name card” at any time.

- **Deleting Your MeSince Account.** You may delete your MeSince account at any time by logging into your MeSince account in MeSince website. Uninstall your APP doesn't mean you have deleted your account. Your email will be in the "unsubscribed list" that other MeSince users can't get your Encrypting Certificate and can't send encrypted email to you after you delete your account. MeSince will delete your account data and revoke all certificates within 5 work days after you submit the account deletion request.

Please note: After your account is deleted, you will not be able to log in to your MeSince account and you will not be able to use MeSince. Please uninstall the installed APP. Since the Encrypting Certificate has been revoked, you may not be able to decrypt the encrypted message using other S/MIME email client software.

If you want to continue using the MeSince service after deleting your account, you will need to visit MeSince website FAQ - "Account Management" to re-register your MeSince account. A new Encrypting Certificate is automatically configured after successful registration, but the new certificate cannot decrypt the encrypted email that used the deleted Encrypting Certificate.

2.8 Law and Protection

We collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users, MeSince, our parent companies, or others, including to prevent death or imminent bodily harm.

2.9 Our Global Operations

MeSince have two database centers, one in Beijing China, one in Los Angeles USA. MeSince China provide services for China users, MeSince UK provide services for UK and EU users, MeSince HK provide services for worldwide users except above region. MeSince shares information globally, both internally within the company group, and externally with our partners and with those you communicate around the world in accordance with this Privacy Policy. Information will be transferred or transmitted to, or stored and processed, in China Mainland, Hong Kong SAR, UK, USA or other countries outside of where you live for the purposes as described in this Privacy Policy. These data transfers are necessary to provide the Services set forth in our Terms and globally to operate and provide our Services to you. By using MeSince, you consent to the data transfer as outlined in this section. We will take every step reasonably necessary like https and encryption to ensure that your data is treated securely and in accordance with this policy.

2.10 Updates to Our Policy

We will notify you in MeSince APP once we make changes to this Privacy Policy, please read it carefully once you have time.

2.11 Contact Information

If you have questions about our Privacy Policy, please contact us. To protect your privacy, please send us encrypted email, thanks.

MeSince Technology Limited

Address: 502#, Block A, Shekou Technology Building II, Nanshan District, Shenzhen, China

Privacy Officer and compliant: +86-755-26027849, Email: cps@mesign.com

3. How We Process Your Information

Under European law, companies must have a legal basis to process data. You have particular rights available to you depending on which legal basis we use, and we've explained these below. You should know that no matter what legal basis applies, you always have the right to request access to, rectification of, and erasure of your data under the General Data Protection Regulation (the "GDPR"). To exercise your rights, see our Privacy Policy.

For all people who have legal capacity to enter into an enforceable contract, we process data as necessary to perform our contracts with you (the Terms of Service, the "Terms"). We describe the contractual services for which this data processing is necessary in Our Services section of the Terms and in the additional informational resources accessible from our Terms. The core data uses necessary to provide our contractual services are:

- To provide, improve, customize, and support our Services as described in "Our Services";
- To promote safety and security;
- To transfer, transmit, store, or process your data outside the EEA, including to within China and other countries; and
- To communicate with you, for example, on Service-related issues.

These uses are explained in more detail in our Privacy Policy, under How We Use Information and Our Global Operations. We'll use the data we have to provide these services; if you choose not to provide certain data, the quality of your experience using MeSince may be impacted.

When we process data you provide to us as necessary to perform our contracts with you, you have the right to port it under the GDPR. To exercise your rights, visit How You Exercise Your Rights section of the Privacy Policy.

The other legal bases we rely on in certain instances when processing your data are:

Your Consent:

- For collecting and using information you allow us to receive through the device-based settings when you enable them (such as access to your GPS location, camera, or photos), so we can provide the features and services described when you enable the settings.

When we process data you provide to us based on your consent, you have the right to withdraw your consent at any time and to port that data you provide to us, under the GDPR. To exercise your rights, visit your device-based settings, your in-app-based settings like your in-app location control, and the How You Exercise Your Rights section of the Privacy Policy.

Our legitimate interests or the legitimate interests of a third party, where not outweighed by your interests or fundamental rights and freedoms ("legitimate interests"):

For people under the age of majority (under 18, in most EU countries) who have a limited ability to enter into an enforceable contract only, we may be unable to process personal data on the grounds of contractual necessity. Nevertheless, when such a person uses our Services, it is in our legitimate interests:

- To provide, improve, customize, and support our Services as described in Our Services;
- To promote safety and security; and
- To communicate with you, for example, on Service-related issues.

The legitimate interests we rely on for this processing are:

- To create, provide, support, and maintain innovative Services and features that enable people under the age of majority to express themselves, communicate, discover, and engage with information and businesses relevant to their interests, build community, and utilize tools and features that promote their well-being;
- To secure our platform and network, verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, and keep our Services and all of the products free of harmful or inappropriate content, and investigate suspicious activity or violations of our terms or policies and to protect the safety of people under the age of majority, including to prevent exploitation or other harms to which such individuals may be particularly vulnerable.

For all people, including those under the age of majority:

- **For providing marketing communications to you.** The legitimate interests we rely on for this processing are:
 - To promote MeSince Products and issue direct marketing.
- **To share information with others including law enforcement and to respond to legal requests.** See our Privacy Policy under Law and Protection for more information. The legitimate interests we rely on for this processing are:
 - To prevent and address fraud, unauthorized use of the MeSince Products, violations of our terms and policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Products), our users or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm.
- **To share information with our parent Companies to promote safety and security.** See our Privacy Policy under "How We Work with Our Parent Company" for more information. The legitimate interests we rely on for this processing are:
 - To provide free encrypting certificate and identity certificate, to provide Individual Validation and Organization Validation service for high trusted identity certificate, to provide free time stamp service for each outgoing email, so that you can use these certificates for email encrypting and signing to protect your privacy.
 - To secure systems and fight spam, threats, abuse, or infringement activities and promote safety and security.

You have the right to object to, and seek restriction of, such processing; to exercise your rights, visit [How You Exercise Your Rights](#) section of the Privacy Policy.

We will consider several factors when assessing an objection including: our users' reasonable expectations; the benefits and risks to you, us, other users, or third parties; and other available means to achieve the same purpose that may be less invasive and do not require disproportional effort. Your objection will be upheld, and we will cease processing

your information, unless the processing is based on compelling legitimate grounds or is needed for legal reasons.

If you are under the age of majority in your country and have a limited ability to enter an enforceable contract, we will take particular account of the fact that you are below the age of majority and adjust our assessment of our legitimate interests and the balancing of your interests and rights accordingly.

Compliance with a legal obligation:

- For processing data when the law requires it, including, for example, if there is a valid legal request for certain data. See our Privacy Policy under Law and Protection for more information.

Protection of your vital interests or those of another person:

- The vital interests we rely on for this processing include protection of your life or physical integrity or that of others, and we rely on it to combat harmful conduct and promote safety and security, for example, when we are investigating reports of harmful conduct or when someone needs help.

Tasks carried out in the public interest:

- For undertaking research and to promote safety and security, as described in more detail in our Privacy Policy under How We Use Information, where this is necessary in the public interest as laid down by European Union law or Member State law to which we are subject.

When we process your data as necessary for a task carried out in the public interest, you have the right to object to, and seek restriction of, our processing. To exercise your rights, go to How You Exercise Your Rights section of the Privacy Policy. In evaluating an objection, we'll evaluate several factors, including: reasonable user expectations; the benefits and risks to you and third parties; and other available means to achieve the same purpose that may be less invasive and do not require disproportional effort.

Your objection will be upheld, and we will cease processing your information, unless the processing is based on compelling legitimate grounds or is needed for legal reasons.

4. Intellectual Property Policy

MeSince Technology Limited ("MeSince," "our," "we," or "us") is committed to helping people and organizations protect their intellectual property rights. Our users agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services"). Our Terms do not allow our users to violate someone else's intellectual property rights when using our Services, including their copyrights and trademarks.

As explained in more detail in our Privacy Policy, we do not store our users' email content in our Services. We do, however, host our users' account information, including our users' profile picture, profile name, and the Account Certificate.

4.1 Copyright

To report copyright infringement and request that MeSince remove any infringing content it is hosting, please [contact us](#). To protect your privacy, please send us encrypted email, thanks.

Before you report a claim of copyright infringement, you may want to send a message to the relevant MeSince user you believe may be infringing your copyright. You may be able to resolve the issue without contacting MeSince.

4.2 Trademark

To report trademark infringement and request that MeSince remove any infringing content it is hosting, please contact us. To protect your privacy, please send us encrypted email, thanks.

Before you report a claim of trademark infringement, you may want to send a message to the relevant MeSince user you believe may be infringing your trademark. You may be able to resolve the issue without contacting MeSince.

5. CA Policy

MeSince use our parent company – WoTrus CA Limited’s CA system and KM system to issue email certificate for MeSince users, this certificate is used to encrypt and decrypt the email content using S/MIME standard. MeSince CA system comply with its CPS (Certificate Policy & Practice Statement) and related industry standard.

5.1 MeSince CPS

This current version is V1.1, released on Dec. 13, 2018.

5.2 MeSince Root Certificates

MeSince root certificate is included in MeSince APP, and you don’t need to do anything. The following information is just for your informed, but if you need to use MeSince certificates in other email client software, you need to install the following Root CA certificate and the related intermediate CA certificate in your software.

5.2.1 Root CA certificate

Common Name: MeSince Identity CA

Organization: MeSince Technology Limited

Country: CN

Serial Number: 3F:EF:23:9E:CC:C0:31:FD:DF:66:4E:3A:17:26:B8:C4

Signature Algorithm: SHA256 RSA

Public Key Length: 4096 Bits (RSA)

Validity Period: Jan. 22, 2018 to Jan22, 2043

Fingerprint (SHA-1): BE:5E:32:3A:6E:60:86:52:ED:01:13:CB:B8:F9:2F:F9:76:8A:BD:CC

Download (.crt): [MeSince Identity CA](#)

5.2.2 Intermediate CA certificate

(1) The following intermediate CA is used to issue the default Encrypting Certificate and V1 Identity Certificate for MeSince users.

Common Name: MeSince V1 Identity CA

Organization: MeSince Technology Limited

Country: CN

Serial Number: 44:EB:CE:4C:8D:98:C2:65:33:2B:28:51:32:DD:77:EB

Signature Algorithm: SHA-256 RSA

Public Key Length: 2048 Bits (RSA)

Validity Period: Mar. 15, 2018 to Mar 15, 2033

Fingerprint (SHA-1): FB:0B:88:20:1E:36:35:59:35:48:D8:0B:C7:04:17:40:48:E9:AD:F8

Download (.crt): [MeSince V1 Identity CA](#)

Issued by: [MeSince Identity CA](#)

(2) The following intermediate CA is used to issue V2 Identity Certificate for MeSince personal users.

Common Name: MeSince V2 Identity CA

Organization: MeSince Technology Limited

Country: CN

Serial Number: 3A:4F:9E:14:F2:0A:A7:B3:58:98:9A:5D:56:30:D8:CD

Signature Algorithm: SHA-256 RSA

Public Key Length: 2048 Bits (RSA)

Validity Period: Mar. 15, 2018 to Mar 15, 2033

Fingerprint (SHA-1): C0:74:81:60:B3:5B:71:1A:2E:08:3C:18:07:17:37:34:6B:E0:F4:07

Download (.crt): [MeSince V2 Identity CA](#)

Issued by: [MeSince Identity CA](#)

(3) The following intermediate CA is used to issue V3 Identity Certificate for MeSince organization user's employees.

Common Name: MeSince V3 Identity CA

Organization: MeSince Technology Limited

Country: CN

Serial Number: 26:25:93:70:5B:40:06:64:0D:4B:B3:47:BD:6A:BD:1B

Signature Algorithm: SHA-256 RSA

Public Key Length: 2048 Bits (RSA)

Validity Period: Mar. 15, 2018to Mar15, 2033

Fingerprint (SHA-1): 6C:06:89:47:CB:1B:9D:7B:E4:3C:A0:02:C9:2F:77:CD:5D:4A:36:7C

Download (.crt): [MeSince V3 Identity CA](#)

Issued by: [MeSince Identity CA](#)

(4) The following intermediate CA is used to issue V4 Identity Certificate for MeSince organization user.

Common Name: MeSince V4 Identity CA

Organization: MeSince Technology Limited

Country: CN

Serial Number: 1D:7B:09:9F:ED:88:7E:2D:BB:01:52:0E:B5:EF:8C:B9

Signature Algorithm: SHA-256 RSA

Public Key Length: 2048 Bits (RSA)

Validity Period: Mar. 15, 2018 to Mar 15, 2033

Fingerprint (SHA-1): 41:7F:8F:CE:1B:48:4B:EA:E8:C0:AD:DE:AB:C7:CD:24:DE:79:DF:36

Download (.crt): [MeSince V4 Identity CA](#)

Issued by: [MeSince Identity CA](#)

6. MeSince Browser Terms of Service (Mar. 06. 2019)

These Terms of Service apply to the executable code version of MeSince Browser, MeSince Browser is based on the open source project [Chromium](#) development.

1. Your relationship with MeSince

1.1 Your use of MeSince's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by MeSince under a separate written agreement) is subject to the terms of a legal agreement between you and MeSince. "MeSince" means MeSince Technology Limited, whose principal place of business is at 502#, Block A, Shekou Technology Building II, Nanshan District, Shenzhen, China. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with MeSince, your agreement with MeSince will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by MeSince in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that MeSince will treat your use of the Services as acceptance of the Terms from that point onwards.

3. Language of the Terms

3.1 Where MeSince has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with MeSince.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by MeSince

4.1 MeSince has subsidiaries and affiliated legal entities around the world (“Subsidiaries and Affiliates”). Sometimes, these companies will be providing the Services to you on behalf of MeSince itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 MeSince is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which MeSince provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that MeSince may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at MeSince’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform MeSince when you stop using the Services.

4.4 You acknowledge and agree that if MeSince disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

5. Use of the Services by you

5.1 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.2 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.3 Unless you have been specifically permitted to do so in a separate agreement with MeSince, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.4 You agree that you are solely responsible for (and that MeSince has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which MeSince may suffer) of any such breach.

6. Privacy and your personal information

6.1 For information about MeSince’s data protection practices, please read MeSince’s privacy policy at <https://www.mesince.com/legal>. This policy explains how MeSince treats your personal information, and protects your privacy, when you use the Services.

6.2 You agree to the use of your data in accordance with MeSince’s privacy policies.

7. Content in the Services

7.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the “Content.”

7.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to MeSince (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by MeSince or by the owners of that Content, in a separate agreement.

7.3 MeSince reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, MeSince may provide tools to filter out explicit sexual content. These tools include the Search preference. In addition, there are commercially available services and software to limit access to material that you may find objectionable.

7.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

7.5 You agree that you are solely responsible for (and that MeSince has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which MeSince may suffer) by doing so.

8. Proprietary rights

8.1 You acknowledge and agree that MeSince (or MeSince's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

8.2 Unless you have agreed otherwise in writing with MeSince, nothing in the Terms gives you a right to use any of MeSince's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

8.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with MeSince, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and MeSince's brand feature use guidelines as updated from time to time. These guidelines can be viewed online at <http://www.MeSince.com/permissions/guidelines.html> (or such other URL as MeSince may provide for this purpose from time to time).

8.4 MeSince acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with MeSince, you agree that you are responsible for protecting and enforcing those rights and that MeSince has no obligation to do so on your behalf.

8.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

8.6 Unless you have been expressly authorized to do so in writing by MeSince, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

9. License from MeSince

9.1 MeSince gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by MeSince as part of the Services as provided to you by MeSince (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by MeSince, in the manner permitted by the Terms.

9.2 Subject to section 1.2, you may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by MeSince, in writing.

9.3 Subject to section 1.2, unless MeSince has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

10. Content license from you

10.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

11. Software updates

11.1 The Software which you use may automatically download and install updates from time to time from MeSince. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit MeSince to deliver these to you) as part of your use of the Services.

12. Ending your relationship with MeSince

12.1 The Terms will continue to apply until terminated by either you or MeSince as set out below.

12.2 MeSince may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) MeSince is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom MeSince offered the Services to you has terminated its relationship with MeSince or ceased to offer the Services to you; or

(D) MeSince is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Services to you by MeSince is, in MeSince's opinion, no longer commercially viable.

12.3 Nothing in this Section shall affect MeSince's rights regarding provision of Services under Section 4 of the Terms.

12.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and MeSince have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 19.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

13. EXCLUSION OF WARRANTIES

13.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT MESINCE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

13.3 IN PARTICULAR, MESINCE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

13.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

13.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MESINCE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13.6 MESINCE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY

14.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT MESINCE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH MESINCE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(IV) YOUR FAILURE TO PROVIDE MESINCE WITH ACCURATE ACCOUNT INFORMATION;

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

14.2 THE LIMITATIONS ON MESINCE'S LIABILITY TO YOU IN PARAGRAPH 14.1 ABOVE SHALL APPLY WHETHER OR NOT MESINCE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

15. Copyright and trade mark policies

15.1 It is MeSince's policy to respond to notices of alleged copyright infringement that comply with applicable China and International intellectual property and to terminating the accounts of repeat infringers.

16. Advertisements

16.1 MeSince Browser does not currently offer advertising business. If we provide it later, we will modify this Terms of Service.

17. Other content

17.1 The Services may include hyperlinks to other web sites or content or resources. MeSince may have no control over any web sites or resources which are provided by companies or persons other than MeSince.

17.2 You acknowledge and agree that MeSince is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

17.3 You acknowledge and agree that MeSince is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

18. Changes to the Terms

18.1 MeSince may make changes to the Universal Terms from time to time. When these changes are made, MeSince will make a new copy of the Universal Terms available at <https://www.mesince.com/legal> and any new Additional Terms will be made available to you from within, or through, the affected Services.

18.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, MeSince will treat your use as acceptance of the updated Universal Terms or Additional Terms.

19. General legal terms

19.1 Sometimes when you use the Services, you may (as a result of, or in connection with your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

19.2 The Terms constitute the whole legal agreement between you and MeSince and govern your use of the Services (but excluding any services which MeSince may provide to you under a separate written agreement), and completely replace any prior agreements between you and MeSince in relation to the Services.

19.3 You agree that MeSince may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

19.4 You agree that if MeSince does not exercise or enforce any legal right or remedy which is contained in the Terms (or which MeSince has the benefit of under any applicable law), this will not be taken to be a formal waiver of MeSince's rights and that those rights or remedies will still be available to MeSince.

19.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

19.6 You acknowledge and agree that each member of the group of companies of which MeSince is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

19.7 The Terms, and your relationship with MeSince under the Terms, shall be governed by the laws of China without regard to its conflict of laws provisions. You and MeSince agree to submit to the exclusive jurisdiction of the courts located within Shenzhen, China to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that MeSince shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

20. Additional Terms for Extensions for MeSince Browser

20.1 These terms in this section apply if you install extensions on your copy of MeSince Browser. Extensions are small software programs, developed by MeSince or third parties, that can modify and enhance the functionality of MeSince Browser. Extensions may have greater privileges to access your browser or your computer than regular webpages, including the ability to read and modify your private data.

20.2 From time to time, MeSince Browser may check with remote servers (hosted by MeSince or by third parties) for available updates to extensions, including but not limited to bug fixes or enhanced functionality. You agree that such updates will be automatically requested, downloaded, and installed without further notice to you.

20.3 From time to time, MeSince may discover an extension that violates MeSince developer terms or other legal agreements, laws, regulations or policies. MeSince Browser will periodically download a list of such extensions from MeSince's servers. You agree that MeSince may remotely disable or remove any such extension from user systems in its sole discretion.

21. Additional Terms for Enterprise Use

21.1 If you are a business entity, then the individual accepting on behalf of the entity (for the avoidance of doubt, for business entities, in these Terms, "you" means the entity) represents and warrants that he or she has the authority to act on your behalf, that you represent that you are duly authorized to do business in the country or countries where you operate, and that your employees, officers, representatives, and other agents accessing the Service are duly authorized to access MeSince Browser and to legally bind you to these Terms.

21.2 Subject to the Terms, and in addition to the license grant in Section 9, MeSince grants you a non-exclusive, non-transferable license to reproduce, distribute, install, and use MeSince Browser solely on machines intended for use by your employees, officers, representatives, and agents in connection with your business entity, and provided that their use of MeSince Browser will be subject to the Terms.