NordPass Business Additional Terms

Effective from: November 3, 2022

Your use of NordPass Business Services is subject to the <u>General Terms</u> and these NordPass Business Additional Terms. If there is any conflict or inconsistency between clauses in the General Terms and the NordPass Business Additional Terms, the NordPass Business Additional Terms will govern and apply.

Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. NordPass Business Services

NordPass Business is an advanced business password management solution, which mitigates security risks, improves productivity and provides a way of management of business sensitive information.

Current information about the functioning of NordPass Business Services, subscription plans, and pricing can be found at nordpass.com/business.

2. Zero knowledge

YOU ACKNOWLEDGE THAT, DUE TO THE ENCRYPTED NATURE OF THE SERVICES AND ZERO-KNOWLEDGE POLICY OF NORDPASS, (I) THERE IS NO WAY TO RECOVER ITEMS STORED WITHIN NORDPASS VAULT WITHOUT A VALID MASTER PASSWORD OR A RECOVERY CODE, AND (II) NORDPASS HAS NO ABILITY OR OBLIGATION TO RECOVER YOUR DATA IF THEY ARE LOST OR DAMAGED OR OTHERWISE INACCESSIBLE FOR ANY REASON, INCLUDING IF YOU OR YOUR END USER MISPLACED MASTER PASSWORDS AND RECOVERY CODES FOR THEIR NORDPASS VAULTS.

3. Customer Items

The Terms do not grant Nord any ownership to the passwords, notes or other items uploaded through the Services by Customer and its end users ("**Customer Items**"), except for the limited rights that are reasonably necessary for Nord to provide the NordPass Business Services in accordance with the Terms, for instance, to store, backup, or transfer (e.g., between our servers) Customer Items.

You acknowledge that NordPass uses strong encryption algorithms to protect Customer Items and, as a Customer, you are fully and solely responsible and accountable for the content of Customer Items. By using the Services, you guarantee that you have all required permissions for each Customer Item, including rights to distribute, transfer, store and/or make the content available online through the Services.

Ownership and Customer's rights. Customer and each of its end users acknowledge that Customer Items are owned by the Customer. Consequently, NordPass Business Services, as well as the Terms, provide the Customer with a number of management rights towards the Customer Items and the end users accounts, such as to manage vaults where Customer Items are stored, to see certain information how the end user uses the Service (e.g. when accesses it, when shares or deletes a Customer Item, when uses a Customer Item with an auto-fill feature, etc.) and other.

If an end user leaves Customer's organization or end user's access to the Service is terminated for any other reason, the Customer has the right to (i) delete such end user's account and (ii) remove all of the Customer Items uploaded to such end user's account or to reassign them to any other end user at such Customer's organization. In the latter event, the reassigned Customer Items would be inherited by the end user to whom the Customer reassigned them.

Transfer of items stored in personal NordPass account to NordPass Business. If (i) the end user has a personal account with NordPass (i.e. not with NordPass Business, but with NordPass consumer version), and (ii) end user received an invitation from the Customer to join its organization on NordPass Business with the same email, and (iii) end user accepts such invitation and joins NordPass Business with the same email, then:

- end user's personal account with NordPass is transferred and transformed to an account with NordPass Business Services (and such end user will not be able to use one's personal NordPass account with the same email from that moment on); and
- all items end user has in its personal account with NordPass (at the moment of accepting the invitation to join NordPass Business) automatically transfers to its NordPass Business account and become property of the Customer, i.e., such items become Customer Items owned by the Customer.

If the end user wishes to avoid the transfer of one's personal items to the Customer, the end user should either use a different email address for an account with NordPass Business, or remove one's personal items before accepting the invitation to join NordPass Business, or export (and then, remove) one's personal items before accepting the invitation to join NordPass Business and then transfer them to another personal account with NordPass created with a different email address.

4. User's profile photo

Each end user has a right to upload one's photo to the profile of NordPass Business account. Customer and its end users acknowledge that this photo will be available publicly to other end users of NordPass Business Services with whom a Customer Item is shared and/or who share a Customer Item with such end user. Customer is fully and solely responsible for such photos uploaded by its end users, is liable for it, and guarantees that Customer and/or its end users have all required permissions, including copyright and other intellectual property rights, to use it. In addition, by uploading the photo each end user agrees that s/he will not:

- impersonate any person or entity or post any photo of another person without his/her permission;
- upload any photo that (i) is hate speech, threatening, sexually explicit, or pornographic;
 (ii) incites violence or contains nudity or graphic or gratuitous violence; and/or (iii) promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual.

If you believe any Customer or end user of the NordPass Business Services infringed the Terms (e.g., violated your privacy or infringed your copyright, other intellectual property rights, or any other rights by uploading a photo to his/her profile, or in any other way), please notify us in writing, by email: support.business@nordpass.com.

5. Questions regarding NordPass Business Services

If you have questions or concerns regarding these NordPass Business Additional Terms and/or NordPass Business Services, please contact us at support.business@nordpass.com.