

Thank you for using our services. In order for us to do so, we need to make sure you understand the terms on which we operate our service. Please read these terms of service carefully. By using our Service, www.lockmagic.com, you agree to the Terms of Use provided below.

Our Service and Your Acceptance of these Terms

We offer online services enabling users our service (“Users”) to secure their digital assets on their device without transferring any of their content to our Service. In order to do this certain meta-data will be securely transferred between Users device and our service.

The terms and conditions stated below (collectively, the "Agreement") constitute a legal agreement between you and Blackout (the “Company,” “We,” “Our,” or “Us”). In order to use our website and any of the services that We provide on Our website or other related websites or mobile applications (collectively, the “Service”) you must agree to the terms and conditions that are provided below. By using the Service you agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as published from time to time at www.lockmagic.com. **If you do not agree to the terms below, please do not use the Service.**

If you have any questions or concerns about this Agreement please feel free to contact us at info@lockmagic.com.

1. Amendments

We reserve the right to modify this Agreement. Any modifications will be effective when we post the updated version of this Agreement on our website, at www.lockmagic.com/members_terms. You are responsible for regularly reviewing this Agreement, and your continued use of the Service or any software that we provide after any changes have been made will constitute your consent to such changes. You can reject any new, revised, or additional terms by discontinuing use of the Service and any software that we provide under this Agreement.

2. Informed Consent to Use Lockmagic Services

2.1. What is Lockmagic?

Lockmagic, a service provided by Blackout Inc., is a service that securely encrypt and decrypt digital assets (files, folders or any portion of data) using patented technology which only requires exchanging meta-data, and not your personal digital assets, with the service.

2.2. Provision of Services

By using Lockmagic you agree that Lockmagic will retain information about you and the assets they you encrypt/decrypt using the service. This information includes, your email, filename (potentially including its full path), date and location where it was accessed.

3. **Unacceptable Conduct**

You are prohibited from violating or attempting to violate any security features of the Service, including, without limitation:

- 3.1. Accessing content or data not intended for you, or logging onto a server or account that is not your account or that you are not otherwise authorized to access;
- 3.2. Attempting to probe, scan, or test the vulnerability of the Service, or any associated system or network, or to breach security or authentication measures without proper authorization;
- 3.3. Interfering or attempting to interfere with Our services to any user, host, or network, including, without limitation, by means of submitting a virus to the Service, overloading, flooding, spamming, mail bombing, or crashing the Service;
- 3.4. Using the Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;
- 3.5. Forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or
- 3.6. Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to any form any of the source code used by Us to provide and maintain the Service.

Any violation of system or network security may subject you to civil liability, criminal liability, or both.

4. **Ownership of Intellectual Property; License to use User Data**

4.1. **Ownership of and Rights to Modify Service and Software**

We retain all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all intellectual property, including, without limitation, all ideas, trademarks, copyrights, patents, and trade secrets relating to the Service. This Agreement does not grant you any intellectual property rights in or to the Service, software, or any of the components of the Service, or any part of either. Further, We reserve the right to modify, suspend, or discontinue the Service or part of the Service with or without notice. You agree that We will not be liable to you or any third party for modifying, suspending, or discontinuing the Service or Software, or any part of either.

4.2. **User Feedback**

If you provide Us with feedback, suggestions, and other information or ideas regarding the Service (“Feedback”), you assign to Us all rights in the Feedback and agree that We have the right to use the Feedback and related information in any manner We deem appropriate. Feedback is non-confidential and non-proprietary, and you agree that you will not submit any Feedback that you consider confidential or proprietary.

4.3. **License to use User Data**

You grant to Us, and represent that you have the right to grant to Us, an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to use any content you provide to Us (“User Data”) while using or accessing the Service or Software. Our collection, use, and disclosure of any User Data is subject to Our Privacy Policy, which is incorporated to this Agreement by reference.

4.4. **Use of Software**

We may make certain software available to you from the Service. If you download software from the Service, the software, including all files and images contained in the software, and accompanying data (the “Software”) will be licensed to you by Us for your personal, non-commercial use only. We retain all rights, title, and interest to the software and any intellectual property associated with the software.

You may not sell, redistribute, or reproduce the Software, or reverse-engineer, disassemble, or otherwise convert the Software in any way or in any form. All trademarks associated with the software are owned by Us or its licensors and you are not granted any rights to use them for any purpose.

5. Fees and Purchase Terms

If we decide to charge for the service, you have the right to terminate use of the service. Otherwise You agree to pay all fees or charges to your account for all fees, charges, and billing terms in effect at the time the fee or charge is due. By providing Us with your payment information, you agree that We are authorized to immediately invoice your account for all fees and charges due to Us for the Service and that no additional notice or consent is required.

6. Access to Site and Service

Our Service is only for use by Users who reside outside territories and countries that U.S. laws does not prevent exporting cryptographic technologies like North Korea, Sudan, Syria and Iran, who also agree with these terms, and the Privacy Policy at <http://www.lockmagic.com/privacy>. By using the Service, you acknowledge that you abide by these eligibility and residency requirements. It is Users responsibility to comply with your local laws and regulation regarding encrypting digital assets and you as User and not Us are liable for any penalties associated with this non-compliance.

7. Copyrights and Digital Millennium Copyright Act

7.1. Notice of Copyright Infringement. The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the Service infringes your rights under U.S. copyright law, you may send us a notice requesting that the material be removed. The notice must include the following information:

- 7.1.1. The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 7.1.2. Identification of the copyrighted work claimed to have been infringed;
- 7.1.3. Identification of the material that is claimed to be infringing or the subject of infringing activity, and information that reasonably allows us to locate the material on the Service;
- 7.1.4. Your name, address, telephone number, and email address (if available);
- 7.1.5. A representation that the you have a good faith belief that use of the material in the manner complained of is not authorized by you (the copyright owner), your agent, or the law; and
- 7.1.6. A representation that the information in the notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7.1.7. Please be advised that we will not respond to complaints that do not meet the requirements above. If we determine that the materials alleged to infringe your rights do not require removal, we will remove those materials only pursuant to a court order that declares the content or use of the materials unlawful.

7.2. Counter-notices. If you believe that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information:

7.2.1. Your name, address, and telephone number;

7.2.2. A description of the source of the content that was removed;

7.2.3. A representation under penalty of perjury that you believe that the content was removed in error;

7.2.4. A representation that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district that We choose, and that you will accept service of process from the person who provided the original complaint; and

7.2.5. Your signature (physical or electronic is acceptable).

7.3. Updated Requirements. Notices and counter-notices with respect to the Service must meet the then-current statutory requirements imposed by the DMCA and should be sent to us through the address listed below. Please be aware that there can be penalties for false claims under the DMCA.

ATTN: DMCA Copyright Claims Department
Blackout Inc.
15127 NE 124th St #541
Redmond, WA 98052

8. **Privacy**

We value the importance of your privacy. We take all reasonable steps to ensure that your personal information remains confidential and secure. You can find more information regarding our use of personal information in our Privacy Policy at <http://www.logmagic.com/privacy>. In order to provide the Service, we may need to send certain communications to you, reminders, and announcements related to the Service or Our other products, and other administrative messages.

9. **Indemnification**

You agree to fully indemnify Us, Our employees, directors, officers, and affiliates, from any

claims or damages resulting from your breach of this Agreement, your violation of any third party rights, your violation of any laws, or your use or misuse of the Service, including, without limitation, attorneys' fees and costs incurred by Us.

10. **Each Party's Representations and Warranties**

10.1. **Your Identity**

You warrant: (a) that you have accurately identified yourself through your account and will maintain the accuracy of such identification;

10.2. **Right to Do Business**

Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

10.3. **Disclaimers**

Except for the express representations and warranties specified in this section, the Service is provided "as is" and as available, and We disclaim all warranties, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights, to the fullest extent permitted by applicable law. Without limiting the general nature of the previous sentence, (a) We have no obligation to indemnify or defend you against claims related to infringement of intellectual property rights; (b) although We make Our best efforts to keep the Service up and running, We do not warrant that the Service will perform without error or immaterial interruption; (c) although We make Our best efforts to keep the Service free of any viruses or other harmful components, We cannot make any guarantees, thus We do not warrant that the Service will be free of viruses or other harmful components.

YOU ACKNOWLEDGE AND AGREE TO ASSUME THE ENTIRE RISK ASSOCIATED WITH YOUR USE OF THE SERVICE, INCLUDING ANY THIRD PARTY SERVICES OR PRODUCTS THAT YOU USE AS A RESULT OF THE SERVICE.

Limitation of Liability

You agree that in no event will Our liability arising out of or related to this Agreement exceed \$100.00. In no event will we be liable for any consequential, indirect, special, incidental, or punitive damages. Further, we are not liable or otherwise responsible for any damages resulting from your reliance on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any third party whose advertising appears on the Service or is referred by the Service.

If applicable law limits the application of any part of this section, Our liability will be limited to the maximum extent permissible.

11. **Internet Problems**

The Service may be subject to limitations, delays, outages, and other problems that are inherent in the use of the internet, software, and other electronic communications. We are not responsible for such delays, failures, or any damages that result from such problems.

12. **Termination; Cancellation; and Refunds**

You may deactivate your account by sending an email to support@lockmagic.com. We may suspend or terminate your use of the Service, your account for any reason at any time. We reserve the right to maintain, delete, or destroy all communications and materials posted or uploaded to the Service pursuant to its internal record retention and content destruction policies. After termination, we will have no further obligation to provide the Service to you, except to the extent we are obligated to provide you access to your health records or Providers are required to provide you with continuing care under their applicable legal, ethical and professional obligations to you.

12.1. **No Refunds for Cancellation of Subscription**

By subscribing to the Service, You agree to pay for the specific plan you choose. Unless good reason exists (within Our sole discretion), We will not issue refunds if you decide to cancel your subscription prior to using all of the minutes in your subscription.

13. **General**

13.1. **Notices**

We may send notices pursuant to this Agreement to you via your e-mail address listed on your account, and such notices will be deemed received by you three days after they are sent. You may send notices pursuant to this Agreement to us at info@lockmagic.com, or 15127 NE 124th St #541 Redmond, Washington, 98052, and such notices will be deemed received by us three days after they are sent.

13.2. **No Waiver**

Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

13.3. **Assignment & Successors**

Neither party may assign this Agreement or its right or obligations under this Agreement, except We reserve the right to assign this Agreement or any of Our rights or obligations under this Agreement without your consent as part of a merger,

acquisition, or any other change of control of the Our company. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

13.4. **Streamlined Arbitration**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in Redmond, Washington, before an arbitrator. The arbitration will be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

13.5. **Choice of Law & Jurisdiction**

This Agreement will be governed solely by the internal laws of the State of Washington, without reference to any principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts in King County, Washington.

13.6. **Severability**

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) the provision will be interpreted, construed, or reformed to the extent reasonably required to render the provision valid, enforceable, and consistent with the original intent underlying such provision; (b) the provision will remain in effect to the extent that it is not invalid or unenforceable; and (c) the invalidity or unenforceability of the provision will not affect any other portion of this Agreement.

13.7. **Entire Agreement**

This Agreement is the entire agreement of the parties and supersedes all prior agreements as to the use of the Service. **If you have any questions or concerns regarding any of the terms above, please feel free to contact us at info@lockmagic.com.**

Blackout Inc.
15127 NE 124th St #541
Redmond, Washington 98052