

# TypingDNA Authenticator - Chrome Extension

## Terms of Use & Privacy Policy

This is an Agreement between

**SC TypingDNA SRL**, a EU registered company, VAT number RO 36172414, henceforth called the **COMPANY**,

and **YOU**, the user of the COMPANY's PRODUCT, henceforth called the **USER**

### 1. Definitions

- 1.1. The **PRODUCT**: named "TypingDNA Authenticator", the PRODUCT is a Google Chrome Extension, developed and licensed by the COMPANY, for the purpose of personal authentication and identification using typing biometrics, used as a second-factor of authentication to generate OTP codes. It is an alternative to Google Authenticator that runs right inside the Chrome browser and uses typing biometric instead of a second hardware device.

### 2. Terms of Use

- 2.1. By using the PRODUCT, the USER agrees to be bound by this Agreement, all applicable laws and regulations, and agree that he is responsible for compliance with any applicable local laws. If the USER doesn't agree with any of these terms, he is prohibited from using or accessing the PRODUCT.
- 2.2. This Agreement covers only the PRODUCT defined in 1.1, and not other services or other products developed by the COMPANY.
- 2.3. The COMPANY licenses a non-exclusive, non-transferable, non-sublicensable right of use of its PRODUCT to the USER, free-of-charge, and conditioned by the compliance with this Agreement.
- 2.4. The USER has the right only to use the PRODUCT and refrain from reselling, renting or leasing the PRODUCT to third parties.
- 2.5. The PRODUCT should be used as a second-factor authentication and the COMPANY does not recommend to use it as a single factor authentication. The COMPANY does not guarantee perfect correctness, as no biometrics-system can ever provide. Using different devices, keyboards or health condition (such as: a broken arm or any action that is substantially different than normal) can affect the accuracy of a typing biometric.

- 2.6. The USER agrees that the COMPANY will record, process and store his typing biometric, in accordance with the laws of the European Union.
- 2.7. The COMPANY reserves the right to delete any USER data: (i) not legally obtained, or (ii) obtained without the USER's consent, or (iii) legally obtained with the USER's consent, but on the explicit request from the USER, after an identification process.
- 2.8. The COMPANY reserves the right to clean or archive the database of the PRODUCT of inactive USERS. An inactive USER is a USER that didn't use the PRODUCT for more than 12 months.
- 2.9. The COMPANY reserves the right to use anonymously the USER's typing biometrics data to improve its services and products, or create new services and products.
- 2.10. The USER will not interfere with or disrupt the integrity or performance of the PRODUCT, or attempt to gain unauthorized access to the PRODUCT;
- 2.11. The USER must notify the COMPANY of any defect of the PRODUCT immediately after its detection. The COMPANY will try to repair the defect within a reasonable period of time.
- 2.12. The Intellectual Property over the know-how, the software and design that runs the PRODUCT (source code and binaries) belongs exclusively to the COMPANY. All modifications that may be made to it as a result of the cooperation between the parties, even suggestions of improvements made by the USER, will be developed and will belong to the COMPANY. The USER will have no ownership, not even partial, over the Intellectual Property of the software or systems of the PRODUCT.
- 2.13. The COMPANY is entitled to carry out maintenance work, that can disrupt the PRODUCT. The planned maintenance work will be notified by email, 24 hours in advance.
- 2.14. The PRODUCT is provided without uptime or availability warranty, however the COMPANY will use commercially reasonable efforts to make the PRODUCT available 99% of the time.
- 2.15. The COMPANY may revise this Agreement at any time without notice. By using the PRODUCT you are agreeing to be bound by the latest version of this Agreement.
- 2.16. Should any of the provisions of this Agreement be or become ineffective, the validity of the remaining provisions hereof will not be affected thereby.
- 2.17. This Agreement shall automatically terminate if the USER violates any term of this Agreement. Upon termination the USER is prohibited from using the PRODUCT.

### **3. Privacy Policy**

- 3.1. The COMPANY will not sell, trade, or otherwise transfer to outside parties any personal information collected from the USER, including the typing biometric.
- 3.2. Through the use of the PRODUCT, the COMPANY collects, processes and securely stores the following personal information from the USER: Email, Password, Phone number, OTP secret keys, Personal encryption key, IP address, Device type, Device fingerprint, Cursor movements, Pointing devices movements (ex. mouse, touchpad, touchscreen, trackpad, others), Typing biometrics.
- 3.3. Sensitive personal information (like passwords, OTP secret keys, typing biometric), if necessary to be stored or transmitted, will always be encrypted (or hashed), contained behind secured networks only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.
- 3.4. The COMPANY will not store any Secret Keys on its servers. The Secret Keys will be encrypted and stored locally on the USER's computer and will never be transferred outside that computer. The PRODUCT generates OTP Codes based on the Secret Keys from the local computer and the typing biometric from the COMPANY's servers.
- 3.5. To request the COMPANY to delete collected data, the USER must write such a request by email to [contact@typingdna.com](mailto:contact@typingdna.com) from the email the USER used to register.
- 3.6. The PRODUCT uses "cookies". You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies, however the product might not work correctly if cookies are disabled.

### **4. Involved Third-Parties**

- 4.1. For reporting purposes, the PRODUCT uses Google Analytics (a traffic analysis service) developed by Google Inc. Google Analytics uses only anonymous information, and also uses cookies. Google may transfer this information to third parties where required to do so by law or where such third parties process this data on Google's behalf. Google also provide their own terms of use and privacy policies.
- 4.2. The PRODUCT, is an extension of Chrome, a browser developed by Google, offering a deactivation add-on to give users more control over what data Google can collect. Chrome has its own own terms of use and privacy policies.
- 4.3. The PRODUCT may be linked to other social third party services such as: Facebook or Twitter, which have their own terms of use and privacy policies.

## **5. Legislation & Limitations of Liability**

- 5.1. In no event shall the COMPANY or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use, inability to use, poor performance, or defects of the PRODUCT.
- 5.2. The Terms of this Agreement, as well as all disputes arising out or in connection with this Agreement between the parties, are governed by the laws of Romania, European Union. The exclusive place of jurisdiction for all disputes arising out or in connection with this Agreement between the parties is Oradea, Romania, European Union.

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