

# Terms and Conditions for KeepSilent

**Effective Date: April 18, 2025**

Welcome to KeepSilent! These Terms and Conditions outline the rules and regulations for the use of the KeepSilent software development platforms and services. By accessing or using our platforms, you agree to comply with and be bound by these terms. If you do not agree with any part of these terms, you must not use our services.

## 1. Definitions

- **Platform:** Refers to the KeepSilent website, applications, and software development services.
- **User:** Any individual or entity accessing or using the Platform.
- **Content:** Includes code, files, data, and materials uploaded or provided by Users on the Platform.

## 2. Eligibility

- Users must be at least 18 years old to use the Platform.
- By using the Platform, you represent and warrant that you meet the eligibility requirements and have the authority to enter into this agreement.

## 3. User Responsibilities

### 3.1 Account Security

- You are responsible for maintaining the confidentiality of your account credentials.
- You agree to notify KeepSilent immediately of any unauthorized access or breach.

### 3.2 Prohibited Activities

Users agree not to:

- Upload or share false, misleading, or illegal data or code.
- Use the Platform for spamming, phishing, or other malicious activities.
- Violate intellectual property rights or share proprietary information without permission.

## 4. Data Uploads

## 4.1 User Responsibility

- Users are solely responsible for the accuracy and legality of the data or code they upload to the Platform.
- KeepSilent acts as a repository and is not responsible for validating the legality or quality of uploaded content.

## 4.2 Data Ownership

- By uploading data or code, you grant KeepSilent a worldwide, royalty-free, non-exclusive license to store, use, and process the data to provide Platform services.

## 4.3 Data Leaks and Liability

- While KeepSilent employs industry-standard security measures, it is not liable for any damages arising from data leaks, unauthorized access, or breaches.

# 5. Use of Platform

- Users agree to use the Platform in compliance with all applicable laws and regulations.
- KeepSilent reserves the right to suspend or terminate accounts that violate these Terms or engage in suspicious activities.

# 6. Payment Terms

## 6.1 Service Fees

- KeepSilent operates on a fee-based system for services, such as project development or subscriptions, as outlined on the Platform.

## 6.2 Refund Policy

- All payments are final. Refunds are not available except in cases of verified technical issues caused by the Platform.

# 7. Limitation of Liability

- KeepSilent provides services "as is" without warranties of any kind, whether express or implied.
- To the maximum extent permitted by law, KeepSilent shall not be liable for indirect, incidental, or consequential damages.

# 8. Intellectual Property

- All intellectual property on the Platform, excluding user-uploaded content, is owned by KeepSilent.

- Users may not copy, distribute, or modify any part of the Platform without prior written consent.

## 9. Termination

- KeepSilent reserves the right to suspend or terminate your account at its sole discretion for violations of these Terms.
- Upon termination, your rights to use the Platform will cease immediately.

## 10. Indemnification

- Users agree to indemnify and hold KeepSilent, its affiliates, and employees harmless from any claims, losses, or damages arising from their use of the Platform.

## 11. Governing Law

- These Terms are governed by the laws of Ukraine, without regard to its conflict of law principles.
- Any disputes shall be resolved exclusively in the courts of Kyiv, Ukraine.

## 12. Changes to Terms

- KeepSilent reserves the right to modify these Terms at any time.
- Users will be notified of significant changes, and continued use of the Platform constitutes acceptance of the updated Terms.

## 13. Contact Information

If you have any questions about these Terms, please contact us:

- **Email:** [support@keepsilent.dev](mailto:support@keepsilent.dev)
- **Phone:** +380665832642
- **Address:** Kyiv, Ukraine, Tyrasploska 47 street, office 1

### Acknowledgment

By using KeepSilent, you acknowledge that you have read, understood, and agree to these Terms and Conditions.