

Terms of Service

www.realrandom.co

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Welcome to www.realrandom.co (the "Site"), owned and operated by Real Random LLC, a Delaware limited liability company ("Real Random," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of the Site, our Entropy-as-a-Service ("EaaS") platform, application programming interfaces ("APIs"), and all related services (collectively, the "Services").

By accessing or using any part of the Services, you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. If you do not agree, you must not access or use the Services.

1. Eligibility

You must be at least 18 years of age to use the Services. By using the Services, you represent and warrant that you meet this age requirement and have the legal capacity to enter into a binding agreement. If you are accessing the Services on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

2. Account Registration

Certain features of the Services, including access to the EaaS API, One-Time Passcodes, IoT Ecosystem Manager, and Credential Manager, require you to create an account. When registering, you agree to:

- Provide accurate, current, and complete information during the registration process
- Maintain and promptly update your account information to keep it accurate and current
- Maintain the confidentiality of your account credentials, including your API keys and authentication tokens
- Accept responsibility for all activities that occur under your account
- Notify us immediately at info@realrandom.co if you suspect any unauthorized use of your account

We reserve the right to suspend or terminate your account if any information provided is found to be inaccurate, misleading, or in violation of these Terms.

3. Services Description

Real Random provides quantum-grade true random number generation technology and related cryptographic services. Our Services include, but are not limited to:

- **Entropy-as-a-Service (EaaS) API.** Cloud-based delivery of true random numbers generated from physical entropy sources for use in cryptographic key generation, secure communications, and other applications requiring high-quality randomness.
- **One-Time Passcodes.** Generation of cryptographically secure one-time passcodes for authentication and access control.
- **IoT Ecosystem Manager.** Entropy provisioning and credential management for Internet of Things (IoT) devices and networks.
- **Credential Manager.** Enterprise-level credential provisioning and lifecycle management powered by true random number generation.
- **Hardware TRNG Units.** Physical true random number generator hardware devices for on-premises deployment.

We reserve the right to modify, suspend, or discontinue any aspect of the Services at any time, with or without notice. We will make commercially reasonable efforts to provide advance notice of material changes.

4. API Usage and Rate Limits

Access to our APIs is subject to the following terms:

- **API Keys.** Your API keys are confidential and must not be shared, published, or embedded in publicly accessible code. You are responsible for all API calls made using your credentials.
- **Rate Limits.** API usage is subject to rate limits and usage quotas as specified in your service plan. Exceeding these limits may result in throttling, temporary suspension, or additional charges.
- **Fair Use.** You agree to use the APIs in a manner consistent with their intended purpose. Automated scripts, bots, or processes that place an unreasonable burden on our infrastructure are prohibited without prior written approval.
- **Service Level.** While we strive to maintain high availability, API uptime and performance are provided on an "as-is" basis unless otherwise specified in a separate Service Level Agreement (SLA).

We may monitor API usage for security, performance, and compliance purposes. We do not log the random number output delivered to you through our APIs.

5. Acceptable Use

You agree not to use the Services for any purpose that is unlawful or prohibited by these Terms. Without limitation, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Services
- Attempt to gain unauthorized access to any portion of the Services, other accounts, computer systems, or networks connected to the Services
- Use any robot, spider, scraper, or other automated means to access the Services without our express written permission
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying technology of the Services
- Remove, alter, or obscure any proprietary notices, labels, or markings on the Services
- Use the Services to develop a competing product or service
- Resell, redistribute, or sublicense access to the Services or any output thereof without our prior written consent
- Use the Services in violation of any applicable law, regulation, or export control restriction

6. Intellectual Property Rights

Our Intellectual Property. The Services, including the Site, all content, software, technology, patents, trademarks, trade secrets, and other intellectual property associated with Real Random, are and shall remain the exclusive property of Real Random LLC. Real Random holds a portfolio of granted U.S. patents and international patent rights covering our true random number generation technology. Nothing in these Terms grants you any right, title, or interest in our intellectual property except for the limited license to use the Services as expressly permitted herein.

Limited License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal business or personal purposes. This license does not include the right to modify, copy, distribute, or create derivative works based on the Services or any component thereof.

Feedback. If you provide us with any suggestions, ideas, feedback, or recommendations regarding the Services ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into the Services without any obligation to you.

7. Confidentiality

In the course of using the Services, you may receive or have access to confidential or proprietary information of Real Random, including technical specifications, system architecture details, API documentation, pricing, and business strategies ("Confidential Information"). You agree to:

- Maintain the confidentiality of all Confidential Information using at least the same degree of care you use to protect your own confidential information, but no less than reasonable care
- Not disclose Confidential Information to any third party without our prior written consent
- Use Confidential Information solely for the purpose of using the Services as permitted under these Terms

These obligations do not apply to information that is publicly available through no fault of yours, was known to you prior to disclosure, or is required to be disclosed by law.

8. Payment Terms

Certain Services may require payment of fees. If applicable:

- **Fees.** You agree to pay all fees associated with your selected service plan as described on the Site or in a separate order form or agreement.
- **Billing.** Fees are billed in advance on a monthly or annual basis, as applicable, and are non-refundable except as expressly provided herein or required by law.
- **Taxes.** All fees are exclusive of applicable taxes, levies, or duties. You are responsible for paying all such taxes associated with your use of the Services.
- **Late Payments.** Overdue payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. We may suspend access to the Services for accounts with outstanding balances exceeding 30 days past due.
- **Price Changes.** We may modify our fees upon at least 30 days' prior written notice. Continued use of the Services after a fee change constitutes acceptance of the new fees.

9. Third-Party Services and Links

The Site may contain links to third-party websites, platforms, and services, including but not limited to Calendly (demo scheduling), social media platforms (Twitter/X, Facebook, Instagram, LinkedIn, YouTube, TikTok), and other external resources. These third-party services are not under our control, and we are not responsible for their content, privacy practices, or availability. Your use of any third-party service is at your own risk and subject to that party's terms and policies.

10. Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REAL RANDOM DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, REAL RANDOM DOES NOT WARRANT THAT: (A) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (C) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED.

You acknowledge that the security of cryptographic systems depends on many factors beyond the quality of random number generation, and Real Random does not guarantee the overall security of any system in which our Services are integrated.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REAL RANDOM LLC, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY.

IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES EXCEED THE GREATER OF: (A) THE AMOUNTS YOU HAVE PAID TO REAL RANDOM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Indemnification

You agree to indemnify, defend, and hold harmless Real Random LLC and its officers, directors, members, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your violation of any rights of a third party.

13. Term and Termination

These Terms are effective upon your first access to or use of the Services and remain in effect until terminated.

- **Termination by You.** You may terminate your account and stop using the Services at any time by contacting us at info@realrandom.co.

- **Termination by Us.** We may suspend or terminate your access to the Services at any time, with or without cause, and with or without notice. Grounds for termination include, but are not limited to, violation of these Terms, non-payment, or conduct that we reasonably believe may harm Real Random or other users.
- **Effect of Termination.** Upon termination, your right to use the Services ceases immediately. All API keys and access credentials will be revoked. Sections that by their nature should survive termination shall survive, including Sections 6, 7, 10, 11, 12, 14, and 15.

14. Governing Law and Dispute Resolution

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to these Terms or the Services shall first be addressed through good-faith negotiation between the parties for a period of at least thirty (30) days. If the dispute cannot be resolved through negotiation, it shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Collier County, Florida.

Class Action Waiver. YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. You expressly waive any right to participate in a class action lawsuit or class-wide arbitration against Real Random.

Injunctive Relief. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidential information.

15. General Provisions

- **Entire Agreement.** These Terms, together with the Privacy Policy and any applicable order forms or service agreements, constitute the entire agreement between you and Real Random with respect to the Services and supersede all prior or contemporaneous agreements.
- **Severability.** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- **Waiver.** Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- **Assignment.** You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.
- **Force Majeure.** Real Random shall not be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including natural disasters, acts of

government, pandemics, cyberattacks, or disruptions to telecommunications or power infrastructure.

- **Notices.** Notices to Real Random must be sent to info@realrandom.co. We may provide notices to you via the email address associated with your account or by posting notice on the Site.
- **Export Compliance.** You agree to comply with all applicable export control laws and regulations, including U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), in connection with your use of the Services.

16. Contact Information

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

Real Random LLC

Marco Island, Florida

Email: info@realrandom.co

Website: www.realrandom.co

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