

SUBSCRIBER AGREEMENT
Comodo LivePCSupport

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. PLEASE READ THE AGREEMENT CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS.

IMPORTANT—PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, USING, OR SUBSCRIBING TO THE COMODO LIVEPCSUPPORT SERVICES. BY USING, APPLYING FOR, OR PURCHASING THE SERVICES OR BY ACCEPTING THIS AGREEMENT BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU AGREE TO AND ACCEPT THE TERMS AS PRESENTED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT APPLY FOR, ACCEPT, USE, OR PURCHASE THE SERVICES AND CLICK “DECLINE” BELOW. THE SERVICES ARE FOR A LIMITED TIME ONLY. FAILURE TO USE THE SERVICES WITHIN THE SUBSCRIPTION PERIOD SHALL NOT BE GROUNDS FOR A REFUND OF ANY FEES PAID.

The terms and conditions set forth below (the “Agreement”) constitute a binding agreement between you (the “Subscriber” or “you”) and Comodo Security Solutions, Inc. (“Comodo”) with respect to your use or purchase of the Services. To receive the Services, you must agree to these terms and conditions. You also agree that any failure to abide by them shall void any and all obligations of Comodo hereunder.

1. Definitions

“Comodo Promotional Website” means a Comodo website that is offering the Services to Subscriber. The Comodo Promotional Website will contain pricing information and other details about the Services being offered. Services may not be available separately and all Services may not be available at all times.

“Malware” means any files or programs identified by Comodo, in its sole and absolute discretion, as being harmful or dangerous to standard PC operation.

“Services” means Comodo’s LivePCSupport services which are Comodo’s chat-based computer optimization and cleaning services as set forth on the Comodo website. The Services include virus diagnosis, virus removal, PC tune-up, Internet login protection, email account setup, software installation, printed setup, printer support, and general computer trouble shooting services. The scope of the services is subject to change without notice, and Comodo may discontinue or modify the Services in its sole discretion.

“Software” means any of Comodo’s desktop security software offered to Subscriber in connection with the Services, including Comodo Firewall Pro, Anti-Virus, Anti-Spam, BoClean, and other software products.

“Subscription Period” means the time period that Subscriber is eligible to receive the Services. The Subscription Period shall commence on that date the Services are subscribed to and shall terminate either one year from the commencement date or after a single use of the Services depending on which subscription to the Services selected.

2. General

The Services are provided only via Internet chat and remote desktop sharing. Services are provided upon Subscriber’s contacting Comodo support personnel as explained on the Comodo Promotional Website. Subscriber authorizes Comodo to configure its computers and delete the files that Comodo deems unnecessary to a computer’s operation. Subscriber gives Comodo express permission to alter the registry of any computer receiving the Services as needed to provide the Services. The Services may require additional software. Subscriber gives Comodo express permission to install, configure, and use such software on Subscriber’s computers.

3. Access

To provide the Services, Comodo must access a computer receiving the Services over the Internet. Subscriber must assist Comodo in any manner necessary to diagnose the computer and provide the Services. Failure to fully cooperate with the Comodo representative shall be considered a breach of this Agreement. All instructions and steps taken in providing the Services shall be left to the Comodo representative's sole discretion. Subscriber warrants that use of the Services complies with all applicable computer and network policies. Prior to receiving the Services, Subscriber must have administrator rights to the computer, have a back-up of all data on the computer, and provide Comodo with correct and accurate information.

4. Limitations

The Services are subject to change without notice. The Services do not cover restoration services, repair services, lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal files. Comodo does not guarantee against the loss of any file, information, or data. Subscriber is solely responsible for backing up and safely storing its data, information, and files.

5. Services

5.1. General. The Services are provided only over Internet chat, and access to the Internet is required to receive such Services. A high speed Internet connection is highly recommended in order to avoid delays or problems with the Services. Subscriber is solely responsible for providing an Internet connection and access to its computers. Any interruption or disconnection to the Internet may limit Subscriber's ability to receive the Services. Comodo makes no representations or warranties regarding the availability or quality of the Services or that the Services will be performed in a timely manner. Subscriber authorizes Comodo to accept, download, install, and use Software and third party software on its behalf.

5.2. Quality of Services. All Services shall be provided using commercially reasonable efforts. Comodo makes no representations or warranties that commercially reasonable efforts will restore the computer to a working state, remove any viruses or problems, that all computer operations will be fully functional, or that the Services will increase or modify the speed or efficiency of the computer.

6. Limitations to Services

The scope and extent of the Services shall be limited to the options selected by the Subscriber when registering for the Services. The scope of performance of the Services shall be provided in any manner Comodo sees fit. Comodo does not guarantee that any of the Services will be available or offered in all cases. Comodo makes no representations or warranties regarding the availability or the provisioning of the Services.

7. Special Promotions.

Comodo occasionally offers special promotions for the Services, including a free thirty-day trial period. If Subscriber registers for a special promotion, Comodo may still gather payment information from Subscriber. Generally, credit card information is required in order to access the free trial. However, no charges shall be made to the credit card until the trial period has ended. At the end of the trial period, Subscriber will automatically be billed for the Services to which it has subscribed during the free trial sign-up unless Comodo is notified by email through the email address provided during the registration for the Services of Subscriber's cancellation of the Services. Annual subscriptions shall expire one-year from the end of the trial period. Comodo shall not be obligated to provide further notice to Subscriber of a trial period's expiration or before the Subscriber's credit card is billed for the Services. Subscriber is solely responsible for ensuring that it unsubscribes from any unwanted Services prior to the end of the trial period. No refunds shall be given for a failure to cancel the Services. Free trials and other promotional offers are limited to one per Subscriber. Comodo reserves the right to deny or revoke a free trial at any time for any reason.

8. Term and Termination

For subscription-based Services, this Agreement shall be effective for one year from the date Subscriber registers for the Services. Single-use Services shall expire once the session with the Comodo representative terminates. In addition, Comodo may cancel the Services at any time if Comodo, in its discretion, determines that Subscriber's use of the Services is excessive, inconsistent with the scope of the Services, abusive, or inappropriate.

Notice of the natural expiration of this Agreement may not be provided, and Comodo is not liable for any damages that may result from expiration or termination of the Agreement. Subscriber may purchase additional subscriptions to the Services through the Comodo website. Any breach of this Agreement shall immediately terminate Subscriber's subscription to the Services and/or may limit Subscriber's access to the Services. No refunds shall be provided upon termination of the Agreement.

9. Payment

Subscriber shall pay Comodo the amount set forth on the Comodo website for the Services. The amount must be paid in full to receive the Services. All payments made to Comodo are non-refundable.

10. Privacy

Information collected and used by Comodo is governed by the Comodo privacy policy which is available at http://www.comodo.com/repository/css_privacy_agreement.html. This Agreement incorporates the Comodo privacy policy. By accepting this Agreement, Subscriber is also acknowledging that it has read, understands and agrees to the privacy policy.

Comodo support representative may need to download, run, or use software on the Subscriber's computer to assist in diagnosing and resolving computer problems. Such software may include toolbars, utilities, and other tools that allow Comodo to improve computer performance and solve technical problems (collectively, the Diagnostic Software"). The use of all Diagnostic Software is subject to the license agreements and terms and conditions associated with the Diagnostic Software. Subscriber shall be bound by all such license agreements.

Comodo may monitor and record the Services, including any online sessions. These recordings are primarily for improving customer service, internal training, and internal market research. Comodo may disclose these recordings and any other information to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect ourselves and/or Comodo's customers.

11. Disclaimer

ANY SOFTWARE IS PROVIDED TO SUBSCRIBER "AS IS" BY COMODO, AND ANY USE OF PROVIDED SOFTWARE IS AT SUBSCRIBER'S OWN RISK. THE SOFTWARE MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. COMODO DOES NOT WARRANT THE PERFORMANCE OF ANY SOFTWARE AND DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION ACCOMPANYING THE SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMODO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS SUBSCRIBER MAY HAVE OR THAT THE SERVICE WILL BE PROVIDED IN AN UNINTERRUPTED FASHION. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY.

12. Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMODO AND ITS AFFILIATES, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS SHALL NOT BE LIABLE FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNATIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM (A) THE USE OF THE SERVICES, (B) ANY MALWARE PRESENT ON A COMPUTER, (C) ANY DELAY OR INABILITY TO USE OR CLAIM THE SERVICES, (D) ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED IN CONNECTION WITH THE SERVICES, OR (E) UNAUTHORIZED THIRD PARTY ACCESS TO A COMPUTER. COMODO IS NOT LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THESE LIMITATIONS APPLY WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND APPLY EVEN IF COMODO, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMODO'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES EXCEED THE FEES PAID BY SUBSCRIBER TO COMODO FOR THE SERVICES. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

13. Force Majeure.

Comodo is not responsible for any cessation, interruption or delay in the operation of the Services or the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God or the public enemy, war, armed conflict, terrorist action, strike, lockout, boycott, riot, release of hazardous or toxic substances, explosion, accident, or any other causes whether or not of the same class or kind as those specifically above named, which are not within the reasonable control of a party. Comodo is not liable for any failure or delay caused by problems with Internet connections.

14. Governing Law; Venue.

Subscriber and Comodo agree that any disputes related to this Agreement shall be governed in all respects by and construed in accordance with the laws of the State of New Jersey, United States of America. Any actions arising out of or based, in whole or in part, on this Agreement shall be brought in the courts of the State of New Jersey.

15. Entire Agreement..

This Agreement shall constitute the entire Agreement between the parties. Any waiver of this Agreement shall only be effective if it is in writing and signed by both parties. Comodo may change, modify, amend, suspend or discontinue any aspect of the Services in its sole discretion, including pricing, scope of the Services, its website, and the Services available in any subscription plan. Such changes will be made without notice or liability to Subscriber or to any third party. Comodo may impose limits on certain features of the Services at any time. Comodo may amend this Agreement at any time by posting a copy of the amended Agreement on the Comodo website. Such amendments may be made in Comodo's sole discretion and are binding when posted. Subscriber must review the Agreement periodically to obtain notice of any changes. Continued use of the Services constitutes acceptance of any changes. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

Comodo is not bound by any representation of (i) any agent, representative or employee of any third party; or in (ii) information posted on the Comodo website of a general informational nature.

16. Notices.

Subscriber will make all notices, demands or requests with respect to this Agreement in writing to Comodo Security Solutions, Inc., 525 Washington Blvd, Suite 1400, Jersey City, New Jersey 07310, USA. Notices to Subscriber shall be made by posting such notice on the Comodo website. Subscriber agrees to regularly check the Comodo website to be aware of all such notices.

17. Survival.

Provisions regarding proprietary rights, indemnity, warranty disclaimers, and limitation on actions shall survive this Agreement.

18. Limitation on Actions.

Neither party may bring any action, regardless of form, arising out of nor relating to this Agreement more than one (1) year after the cause of action has accrued.

19. Assignment.

Subscriber may not assign or transfer the rights or obligations under this Agreement without first obtaining Comodo's written consent. Any attempt to assign or transfer the rights and interests granted herein shall render the Agreement voidable in Comodo's discretion. Comodo may assign and transfer its obligations under this Agreement as it sees fit.

20. Arbitration

To the extent permitted by law, before Subscriber begins any legal action with respect to a dispute involving any aspect of this Agreement, Subscriber shall notify Comodo, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the American Arbitration Association, hereinafter referred to as the "AAA."

Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in Jersey City, State of New Jersey, at a location mutually agreeable to the parties.

There shall be one Arbitrator to hear the matter. The parties shall initially agree to a panel of 3 possible Arbitrators to hear the matter and each party shall have the opportunity to name one Arbitrator to be dropped from the panel until one remains. The party giving notice of the Arbitration demand shall be first to indicate its selection.

All costs of the Arbitration and the AAA shall be borne equally by both parties to this agreement, regardless of the final decision. The defaulting party as determined by the Arbitrator, shall pay all other costs and expenses, including reasonable attorney's fees, incurred by the party in enforcing its rights under this Agreement.

21. Acceptance.

BY CLICKING "I ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ASSOCIATED WITH THE SERVICES. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS.

SCHEDULE A
Description of the Services

Service	Description
Virus Diagnosis	Comodo will scan and detect Malware on the computer.
Virus Removal	Comodo will remove detected Malware
PC Tune-up	Comodo will assist in improving the computer's performance.
Internet Login Protection	
Email Account Setup	Comodo will setup an email account on the computer
Software Installation	Comodo will install and configure software on the computer
Printer Setup	Comodo will assist in setup and installation of a local printer
Printer Troubleshooting	Comodo will assist in troubleshooting a printer connected to the computer
Green PC	
Computer Troubleshooting	Comodo will assist in diagnosing and fixing problems with hardware or software configurations on the computer