

**END USER LICENSE AGREEMENT**  
**Comodo HopSurf Toolbar**

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

IMPORTANT- PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING COMODO'S HOPSURF TOOLBAR ("HOPSURF"). BY INSTALLING OR USING HOPSURF, OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE OR INSTALL HOPSURF AND DO NOT CLICK ON "I ACCEPT".

This End-User License Agreement (the "Agreement") is a legal contract between you, as either an individual or as a business entity, and Comodo Security Solutions, Inc. ("Comodo"), which has its principal place of business at 525 Washington Blvd, Suite 1400, Jersey City, NJ 07310. Any failure to abide by the terms and conditions herein shall void any and all obligations of Comodo hereunder.

**1. License**

- 1.1. *Grant of License.* Comodo grants to you a limited, non-exclusive, non-transferable, and revocable license to download, install, and use HopSurf and all associated features, including any documentation files or website information accompanying it, for its intended purpose. Any rights in HopSurf not expressly granted in this Agreement are reserved by Comodo.
- 1.2. *Limitations.* HopSurf is intended solely for online use while connected to Comodo servers. While most of the HopSurf operations are performed online, there are certain components that will be downloaded and permanently installed onto your computer. You are solely responsible for your internet connection and your computer. You may not create derivative works or reverse engineer HopSurf. You may not reproduce, resell or exploit HopSurf for commercial purposes without express permission from Comodo. Use of HopSurf within your commercial enterprise for internal purposes is expressly allowed.
- 1.3. *Restrictions.* The licenses granted herein are only valid if:
  - (i) HopSurf is NOT modified in any manner;
  - (ii) all copyright and proprietary notices or labels in HopSurf are maintained in their original format;
  - (iii) HopSurf is only installed and used in accordance with your network security policies,
  - (iv) you possess the necessary authority and power to install HopSurf,
  - (v) this Agreement is accepted without modification, and
  - (vi) you have not breached the terms of this Agreement.
- 1.4. *Fees.* HopSurf may be used royalty-free as a free service to you.
- 1.5. *Updates.* Comodo reserves the right to add additional features or update HopSurf. The licenses and obligations provided herein shall extend to all updates. Any updates are made in Comodo's sole discretion and Comodo is not obligated to provide updates to you under any

circumstances. When installed on your computer, HopSurf will periodically communicate with the Comodo servers to check for updates. The updates may occur automatically.

- 1.6. *Age Limit.* The Toolbar and the Services are not intended for use by or availability to persons under the age of 18. IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT DOWNLOAD, INSTALL OR USE THE TOOLBAR AND YOU MAY NOT ACCESS THE SERVICES.
- 1.7. *Registration.* HopSurf may require registration or activation to be used properly. You agree to provide accurate and complete information on all registration forms. Failure to complete the registration or activation may limit your ability to use HopSurf or may disable HopSurf from functioning.

## 2. Ownership

- 2.1. *No Ownership Rights.* HopSurf is being licensed, not sold, and Comodo expressly reserves and maintains at all times all ownership rights in and to HopSurf, including any intellectual property rights therein. This Agreement is only a limited license to use HopSurf until this Agreement is terminated.
- 2.2. *Copyright.* HopSurf contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to you herein are expressly reserved by Comodo. You may not remove any copyright or other proprietary notice of Comodo from any copy of HopSurf.
- 2.3. *Content.* Content, including data, links, articles, search results, graphic or video messages and all information, text, software, music, photos, images, sound, graphics or other materials, made available or accessible through HopSurf is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This Agreement gives you no rights to such content. You accept all responsibility for such security risks and any damage resulting from any content viewed or accessed through HopSurf.
- 2.4. *Links.* HopSurf may provide links to other third party resources, including third party web pages. Comodo is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials from such sites or resources. Comodo is not responsible for any damage or loss caused by your use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.
- 2.5. *Submissions.* Any communications sent to Comodo shall be the property of Comodo or its affiliates. Unless stated otherwise herein, submissions shall not be considered confidential, and Comodo shall not be liable for any use or disclosure of a submission. Except as noted herein, Comodo shall be entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

## 3. Restrictions

- 3.1. *Lawful Use.* HopSurf is solely for lawful purposes and use. You are responsible for ensuring that all your use of HopSurf is in accordance with this Agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 3.2. *Compliance.* You agree (1) not to interfere or disrupt networks connected to Comodo's services; (2) to comply with all regulations, policies and procedures of networks connected to the services; (3) not to use the services to infringe any third party's copyright, patent,

trademark, trade secret or other proprietary rights or any third party's rights of publicity or privacy; (4) not to post, distribute, or otherwise make available or transmit any computer file that contains a virus, Trojan, adware, or other malware, (5) not to attempt to gain unauthorized access to other computer systems; and (6) not to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.

#### 4. Disclaimer of Warranties

- 4.1. *Technical Support.* Comodo is under no obligation to provide technical or customer support for the Software or Services.
- 4.2. *Risk.* HOPSURF IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". ANY USE OF HOPSURF IS AT YOUR OWN RISK. HOPSURF MAY CONTAIN BUGS, ERRORS, AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. COMODO DOES NOT WARRANT THE PERFORMANCE OF HOPSURF, THAT THE HOPSURF WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT HOPSURF WILL OPERATE IN ACCORDANCE WITH ANY ACCOMPANYING DOCUMENTATION.
- 4.3. *Disclaimer of Warranties.* 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, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT HOPSURF WILL MEET YOUR REQUIREMENTS OR NEEDS. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF HOPSURF.
- 4.4. *Limitation.* Some jurisdictions do not allow or limit the exclusion of warranties. In such jurisdiction, these provisions shall apply to you to the maximum extent allowed by law.

#### 5. Limitation of Liability

- 5.1. *Limitation on Liability.* YOU AGREE TO WAIVE AND HOLD HARMLESS COMODO AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS FROM ANY AND ALL DAMAGES, CLAIMS, OR LOSSES (INCLUDING ANY APPLICABLE ATTORNEY FEES OR RELATED COSTS) RESULTING FROM OR CONNECTED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OR TYPE OF THE CLAIM, DAMAGE, OR LOSS. FURTHERMORE, YOU WAIVE AND RELEASE COMODO FROM ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THE AGREEMENT OR THROUGH THE USE OF THE SOFTWARE OR SERVICES. THIS WAIVER AND RELEASE INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND SHALL APPLY EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The limitations herein shall apply to the maximum extent permissible by law, regardless of the reason for the liability, regardless of the extent or nature of the damages, and regardless of whether any other provisions of this Agreement have been breached or proven ineffective.
- 5.2. *Data Transfer.* ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SOFTWARE OR SERVICES IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION OF SUCH DATA OR MATERIAL. COMODO DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS SERVICES AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.

- 5.3. *Limitations on Remedy.* Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this Agreement must be brought within one (1) year from the date when the cause of action occurred.

## 6. Termination

- 6.1. *Term.* This Agreement is effective until terminated by you or by Comodo. You may terminate this Agreement at any time by removing all copies of HopSurf in your possession or under your control. Comodo may terminate this Agreement at any time and for any reason.
- 6.2. *Events Upon Termination.* Upon termination, you must immediately cease using HopSurf and delete all copies of HopSurf, including those found on your computer and any backup copies. Upon termination, Comodo may disable further use of HopSurf and may delete, remove, and erase any account information stored by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you.

## 7. Indemnity

You agree to release, indemnify, defend and hold harmless Comodo and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) your breach of this Agreement, (b) your use or misuse of HopSurf or the use or misuse of HopSurf by a third party under your control, or (c) your infringement upon any intellectual property or other proprietary right of any person or entity. Comodo may, at its own expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, but its doing so shall not excuse your indemnity obligations in this Agreement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

## 8. Privacy

- 8.1. *Privacy Policy.* The use of personal information by Comodo is governed by the Comodo privacy policy which is available at [http://www.comodo.com/repository/css\\_privacy\\_agreement.html](http://www.comodo.com/repository/css_privacy_agreement.html) ("Privacy Policy"). Please periodically review this website, as Comodo may revise the Privacy Policy at any time. Comodo may occasionally send you communications regarding your account or the Services.
- 8.2. *Data Collection.* Comodo may collect certain non-personally identifiable information about your use of the Services, including, without limitation, statistics relating to the use of the Services, performance metrics relating to the Services, and configuration settings. This information collected will be sent to Comodo and may be used by Comodo without restriction. Comodo may also collect information about the use of the Services to ensure compliance with this Agreement.
- 8.3. *Other Information.* HopSurf may require some information that may be considered personally identifiable, including your preferences, your email address, your likes and interests, etc. This information is used by HopSurf to customize which pages are shown to you. This information is stored on the Comodo servers for use by HopSurf. You are not required to provide any of this information in order to use HopSurf, however, failure to provide such information may limit your ability to use HopSurf as intended.
- 8.4. *Disclosure.* Comodo will disclose information where required by a subpoena, interception order or other lawful process. Comodo may also disclose information when it believes that

such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Comodo's rights under this Agreement.

## 9. Miscellaneous

- 9.1. *Governing Law.* This Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey without regard to conflicts of law provisions thereof. You agree that the exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court sitting in New Jersey, USA.
- 9.2. *Severability.* If a provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will not be affected, impaired or invalidated. If the absence of the provision adversely affects the substantive rights of a party, the parties agree to replace the provision with a new provision that closely approximates the economic and proprietary results intended by the parties.
- 9.3. *Force Majeure.* Any delays in or failure by either party shall be excused to the extent that such failure or delay is caused by occurrences beyond the party's reasonable control. A party will not be liable as result of failures or errors related to the use or operation of the Internet.
- 9.4. *Entire Agreement.* As related to HopSurf, this Agreement supersedes all prior agreements, understandings and arrangements and is the entire Agreement and understanding between the parties. No representation, undertaking or promise made prior to the Agreement shall be effective or valid except as may be expressly stated in the Agreement. No waiver, delay or discharge by a party will be valid unless in writing and signed by an authorized representative of the party against which its enforcement is sought. Neither the failure of either party to exercise any right of termination nor the waiver of any default will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.
- 9.5. *Amendments.* Comodo may amend this Agreement and the Software and Services offered under the Agreement in its sole discretion without notice, including license fees, availability, equipment and software requirements, and limits or restrictions on the use of Software or Services. Comodo may impose additional restraints on the use of the Software at any time. Any amendment made to this Agreement shall be posted on the Comodo website and is effective immediately after posting the Agreement. The website posting shall be your sole notice of any such changes. You agree to check the Comodo website periodically to obtain notice of any changes. Continued use of the Software after a change constitutes your acceptance of the change. Section headings are for convenience only and are not part of the Agreement itself.
- 9.6. *Notices.* All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in writing to: Comodo Security Solutions, Inc., 525 Washington Blvd., Suite 1400, Jersey City, New Jersey 07310. All notices to you shall be made by posting the notice on the Comodo website.
- 9.7. *Survival.* This Agreement shall be applicable for as long as you have HopSurf downloaded or installed. All provisions regarding confidentiality, proprietary rights, limitation of liability, indemnity, and non-disclosure shall survive this Agreement.
- 9.8. *Arbitration.* To the extent permitted by law, before you may begin arbitration with respect to a dispute involving any aspect of this Agreement, you 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:

- (i) 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").
- (ii) 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 the state of New Jersey at a location mutually agreeable to the parties.
- (iii) 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.
- (iv) 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.

**ACCEPTANCE**

BY CLICKING "I ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT.