COMODO
Creating Trust Online®

BUYERTRUST™ CORPORATE GUARANTEE SUBSCRIBER AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. PLEASE READ THE AGREEMENT CAREFULLY BEFORE ACCEPTING IT.

IMPORTANT—PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO COMODO'S CORPORATE GUARANTEE SERVICES ("SERVICES"). BY SUBSCRIBING TO THE SERVICES OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT 1) YOU HAVE READ THIS AGREEMENT, 2) YOU UNDERSTAND IT, 3) YOU AGREE TO THE TERMS HEREIN. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT SUBSCRIBE TO THE SERVICES. THE SERVICES ARE FOR A LIMITED TIME ONLY AND EXPIRE WITHOUT NOTICE.

This subscriber agreement is a legal contract between you, as a business entity, and Comodo Group, Inc. ("Comodo"), a Delaware corporation. This agreement governs your use of the Services. In exchange for use of the Services, you and Comodo agree as follows:

1.   Subscription Service.

1.1.   <u>Authentication</u>. After you apply of the Services, Comodo will validate your business entity to verify the business's trustworthiness and legitimacy. You grant Comodo express permission to perform reasonable verification, which includes a credit check, background check, and other checks on the business entity and in the case of a corporation its officers and directors. You shall provide any additional information reasonably requested by Comodo. You shall promptly update all information provided to Comodo as the information changes. If you cannot be validated to Comodo's satisfaction, Comodo may terminate this Agreement without liability. If Comodo successfully verifies your business's practices and structure to its sole satisfaction, then Comodo may issue a Corporate Guarantee trust seal ("TrustLogo") that shows the business's website has been passed Comodo's verification process.

1.2.   <u>Qualifications</u>. The Services are only available for use in the United States and to those businesses that Comodo, in its sole discretion, determines are in good standing. Comodo may reject your request for the Services and refuse to provide a TrustLogo for any reason.

1.3.   <u>License</u>. After you pass validation, Comodo grants you a revocable, non-exclusive, non-transferable license to use the TrustLogo on the websites controlled by the verified business entity. All rights not expressly granted herein to Subscriber are reserved to Comodo.

1.4.   <u>Payment</u>. You shall pay to Comodo the fees set forth on the Comodo website prior to receiving the Services. All fees are non-refundable. Fees are subject to change prior to renewal.

1.5.   <u>TrustLogos</u>. You shall not modify a TrustLogo in any manner. You shall not display or use a TrustLogo 1) to represent that Comodo guarantees any non-Comodo products or services, 2) on a site that is misleading, defamatory, libelous, disparaging, obscene or otherwise objectionable to Comodo, or 3) in a way that harms Comodo's rights to its trademarks or harms Comodo's business reputation.

1.6.   <u>Obligations</u>. You shall:

(i)   only use the TrustLogo on domains that have been verified and approved by Comodo,

(ii)   be responsible for any computer hardware, telecommunications hardware, and software necessary to use the Services;

(iii)   obtain and maintain any authorization or license necessary to provide your products and services;

(iv)   ensure that all information provided to Comodo is complete and accurate and does not include any information that would be unlawful, contrary to public interest, or otherwise likely to damage the business or reputation of Comodo if used in any way;

(v)   not impersonate or misrepresent your affiliation with any entity,

(vi)   immediately notify Comodo of 1) any a breach of this agreement or 2) any information provided to Comodo changes, ceases to be accurate, or becomes inconsistent with the warranties made by you herein,

(vii)   not use the Services to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing or 2) infringe on the intellectual property rights or privacy rights of a third party,

(viii)   perform quarterly network vulnerability scans as required for PCI compliance. As part of the BuyerTrust program Subscriber shall be issued a license for Comodo HackerGuardian PCI Scanning service. If they do not already perform quarterly network vulnerability scans Subscriber must use this service,

(ix)   have a Comodo Organizational Validation certificate, Subscriber will be issued a such certificate upon completion of ID verification. Subscriber must install the certificate to secure checkout before installing the BuyerTrust TrustLogo.

(x)   not make representations regarding the Service to any third party except as agreed to in writing by Comodo; and

(xi)   comply with all applicable local and international laws when receiving or using a Certificate, including all export laws. Subscriber shall not export or re-export, either directly or indirectly, any Certificate to a country or entity under United Kingdom or United States restrictions. SUBSCRIBER ASSUMES ALL LIABILITY FOR ITS VIOLATION OF EXPORT LAWS.

1.7.   Representations. You represent that all statements and information provided by you are true and accurate and are made for the express purpose of inducing Comodo into providing you the Services.

2.   Relying Parties.

2.1.   Guarantee. You shall bind each customer relying on the Services ("Relying Party") to Comodo's end-user terms and conditions for the Services as set forth on the Comodo website ("Relying Party Agreement"). The Services include a guarantee to Relying Parties, which provides Relying Parties that meet certain qualifications with a means of recourse if they are dissatisfied with your products or services ("Guarantee"). You shall refer all Relying Parties with questions or comments about the Services or Guarantee to Comodo. Comodo shall manage all claims against the Guarantee and is responsible for determining if a Relying Party qualifies for payment under the Guarantee. Outstanding guarantees to the merchant, will not exceed the merchant's credit limit. The maximum liability per relying party transaction shall be limited to the value of the item purchased or the coverage limit, whichever is the lower amount.

2.2.   Assistance. You shall cooperate and participate in good faith in assisting Comodo to resolve any claims made against the Guarantee. You shall promptly respond to all communication from Comodo. Upon request by Comodo, You shall provide Comodo with all information related to a transaction by a Relying Party.

3.   Term and Termination.

3.1. <u>Term</u>. Unless otherwise terminated as allowed herein, this agreement is effective immediately upon your subscription to the Services and lasts for one year from this date. You may renew this agreement by purchasing an additional license to the Services; however, such renewal is subject to repeated validation by Comodo.

3.2. <u>Termination</u>. Comodo may terminate this agreement immediately after sending notice to you if

    (i)   You materially breach this agreement,

    (ii)   Any information provided by you is or becomes false or inaccurate,

    (iii)   A claim is made by a Relying Party,

    (iv)   Comodo receives excessive complaints, as determined by Comodo, about your selling practices and standards, or

    (v)   Comodo cannot satisfactorily validate you.

3.3. <u>Events Upon Termination</u>. After termination, Subscriber shall pay any amounts still owed for the Services and cease using the TrustLogo. Comodo is not obligated to refund any payment made by Subscriber upon termination of this agreement.

4. Intellectual Property Rights.

4.1. <u>Comodo IP Rights</u>. Comodo retains, and you shall not obtain or claim, all title, interest, and ownership rights in:

    (i)   the Services, including the TrustLogo,

    (ii)   documentation, software, and other supporting materials provided by Comodo, and

    (iii)   Comodo's copyrights, patent rights, trademarks, trade secret rights and other proprietary rights.

4.2. <u>Trademarks</u>. Subscriber shall not use a Comodo trademark without Comodo's written consent. Comodo consents to the use of its trademarks to the extent necessary for you to display the TrustLogo.

5. Indemnification.

5.1. <u>Indemnification</u>. You shall indemnify Comodo and its affiliates and their respective directors, officers, employees, and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that, directly or indirectly, are based on your breach of this agreement, information provided by you, or a claim made by a Relying Party under the Guarantee. Comodo's payment of a claim under the Guarantee is prima facie evidence of a Loss requiring indemnification by you.

5.2. <u>Indemnification Procedure</u>. Comodo shall notify you promptly of any demand for indemnification. However, Comodo's failure to notify will not relieve you from its indemnification obligations except to the extent that the failure to provide timely notice materially prejudices you. You may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. You may not settle any claim, action, suit or proceeding related to this agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.

5.3. <u>Additional Liability</u>. Your indemnification obligations are not Comodo's sole remedy for your breach and are in addition to any other remedies Comodo may have against you under this agreement. You indemnification obligations survive the termination of this agreement.

6. Disclaimers and Limitation of Liability.

6.1. <u>Relying Party Warranties</u>. Subscriber acknowledges that the Relying Party Warranty is only for the benefit of Relying Parties. Subscriber does not have rights under the warranty, including any right to enforce the terms of the warranty or make a claim under the warranty.

6.2. <u>Exclusion of Warranties</u>. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SERVICES. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMODO DOES NOT GUARANTEE THAT 1) THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

6.3. <u>Limitation on Liability</u>. SUBJECT TO SECTION 7, THE AGGREGATE LIABILITY OF (i) COMODO, (ii) COMODO'S AFFILIATES, AND (ii) COMODO'S AND ITS AFFILIATES' OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE SERVICES. YOU WAIVE ALL CLAIMS FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF COMODO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of any claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.

6.4. <u>Exception</u>. Nothing in this agreement excludes or limits the liability of either party for death or personal injury resulting from the negligence of that party or for any statements made fraudulently by either party.

7. Remedy.

7.1. <u>Injunctive Relief</u>. You acknowledge that a breach of this agreement will result in irreparable harm to Comodo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies which may be available, Comodo may seek and obtain an injunctive order against a breach or threatened breach of the agreement by you.

7.2. <u>Limitation on Actions</u>. Except for actions and claims related to a party's indemnification obligations, all claims and actions arising from this agreement must be brought within one (1) year from the date when the cause of action occurred.

8. Privacy.

(i) Comodo shall follow the privacy policy posted on its website when receiving and using information from you or the Relying Parties. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website. Subject to section 8(ii), Comodo shall use reasonable efforts in protecting your and the Relying Parties' information. You acknowledge that risks remain that are beyond Comodo's reasonable control and waives all liability of Comodo for these risks.

(ii)   You consent to 1) Comodo disclosing your information publicly by embedding the information in the TrustLogo and 2) Comodo disclosing and transferring your information to third parties as necessary to perform the Services.

(iii)   You may opt-out of having information used for purposes not directly related to the Services by emailing a clear notice to optout@comodo.com. By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates marketing material.

9.   **Arbitration.** To the extent permitted by law, you shall notify Comodo of any dispute arising under this agreement before seeking dispute resolution. If dispute is not resolved within sixty (60) days after initial notice, then a party may proceed as follows:

(i)   The parties shall resolve the dispute by arbitration conducted through the services of the American Arbitration Association ("AAA"). The party initiating the arbitration shall send notice to the other party. All arbitration hearings will be in Jersey City, New Jersey.

(ii)   The parties shall appoint a panel of three possible arbitrators to hear the matter and then each party shall name one Arbitrator to be dropped from the panel, leaving one arbitrator. The party giving notice of the arbitration shall select the first dropped arbitrator.

(iii)   The parties shall split the costs of the arbitrator equally regardless of the final decision. The party found in default of this agreement by the arbitrator shall pay all costs of the other party that are incurred in enforcing its rights under this agreement (including attorney's fees).

10.   **Miscellaneous.**

10.1.   Force Majeure and Internet Frailties. Other than for payment obligations by you, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.

10.2.   Notices. You shall send all notices to Comodo by first class mail, return receipt requested, in English writing to 525 Washington Blvd., Suite 1400, Jersey City, NJ 07310. Comodo shall send all notices to the email address listed in your account.

10.3.   Entire Agreement. This agreement and all documents referred to herein constitute the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist. Section headings are for reference and convenience only and are not part of the interpretation of this agreement.

10.4.   Amendments. Comodo may amend this agreement, the Relying Party Agreement, and its website at any time without notice by posting the amendment or amended document on its website. You shall periodically review the website to be aware of any changes. You may terminate the agreement if you do not agree to the amendment. Your continued use of the Services after an amendment is posted constitutes your acceptance of the amendment.

10.5.   Waiver. A party's failure to enforce a provision of this agreement will not waive the party's right to enforce the same provision later or right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting form the waived provision.

10.6.   Assignment. You shall not assign any of its rights or obligations under this agreement without the prior written consent of Comodo. Any transfer without consent will be void. Comodo may assign its rights and obligations without your consent.

10.7. <u>Governing Law and Venue</u>. The laws of New Jersey govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. All proceedings or legal action arising from this agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.

10.8. <u>Severability</u>. Any provision determined invalid or unenforceable by rule of law will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision will be deemed omitted and the balance of the agreement will remain valid and enforceable.

10.9. <u>Survival</u>. All provisions of the agreement related to proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.

10.10. <u>Rights of Third Parties</u>. No third party is considered a beneficiary under this agreement or has any right to bring an action or make any claim related this agreement.

Acceptance

BY CLICKING "I ACCEPT", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT ACCEPT THIS AGREEMENT.