

HACKERPROOF SUBSCRIBER AGREEMENT

IMPORTANT—READ THESE TERMS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A HACKERPROOF ACCOUNT OR THE HACKERPROOF SERVICES. BY USING, APPLYING FOR, OR ACCEPTING THIS AGREEMENT BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE A HACKERPROOF ACCOUNT OR THE HACKERPROOF SERVICES.

This Subscriber Agreement ("Agreement") constitutes the final binding agreement between you and Comodo CA Limited ("Comodo") which has its principal place of business a Office Village, 3rd Floor, Exchange Quay Trafford Road Salford, Manchester M5 3EQ United Kingdom.

1. Activation and Registration

1.1. *Acceptance.* By accessing a HackerProof account or using the HackerProof services, you agree to be bound by the terms and conditions of this agreement. Comodo and its affiliates, licensors and suppliers provide information and the HackerProof services to you, the user, conditioned on your acceptance without modification of the terms, conditions and notices contained in this Agreement.

1.2. *Registration.* In consideration of your use of the Services, you agree to provide full and accurate information about yourself as requested in our registration form and to update the registration form in a timely manner as such information changes. You further agree to update the registration in a timely manner, as personal information changes. You acknowledge and agree that any information provided that is untrue, inaccurate, or incomplete can result in the immediate suspension or termination of all rights granted herein in Comodo's sole and absolute discretion. If Comodo ever finds any information provided to be untrue, incomplete, or inaccurate or has reason to believe that any information may be untrue, incomplete, or inaccurate, then Comodo, in its sole and absolute discretion, may suspend or terminate your account and refuse all future use of the services.

2. HackerProof Services

2.1. *Security Audits.* HackerProof services, including its security scans and audits, only serve as a passive conduit to identify, report and deliver fix recommendations for various avenues of insecurity or vulnerability in your web server, network server, personal computer or other internet-connected device ("system"). While the detailed post scan report contains fix steps and links to solutions if vulnerabilities are detected on your system, HackerProof does not, and is not intended to, fix, remedy, prevent, or eliminate such vulnerabilities or other insecurities. You are solely and ultimately responsible for

securing and protecting your system.

2.2. Scan and Certify Service. Upon subscribing to a HackerProof Scan and Certify service, you will receive an automatic, daily vulnerability scan of the selected IP address(es). All vulnerabilities and attacks endured will be selected by Comodo, and you will not be permitted to customize this scan. If your IP address passes this scan, you will be permitted to display the HackerProof TrustLogo™ on the website associated with such IP address for a period of 24 hours from the time of the scan. If the IP address fails the scan, you will be given 2 further scheduled scan attempts (or 48 hours) to fix the problem from the time of the first failed test. During this time, you are permitted to continue displaying the TrustLogo™ on the website. If the problem is not fixed within this 48 hour period (2 scan period), Comodo may deactivate the TrustLogo automatically without providing further notice. Further, you agree that you cease and desist in using the TrustLogo in any manner.

2.3. Service Packages. HackerProof scans range from a single vulnerability scan on only one IP address to daily scans on multiple IPs. HackerProof will only perform the number of scans on the number of IPs associated with your subscription service package. The various service packages currently available can be found on the HackerProof website. at www.comodo.com/hackerproof

2.4. Changes in Services. You acknowledge and agree that Comodo may, in its sole and absolute discretion, modify, limit, remove, or alert the services as it sees fit. Scans, verification, and authentications performed by the HackerProof services may be removed, modified, or updated by Comodo at any time without notice.

2.5. Trial Accounts and A/B Testing. During the registration process, you may sign up for a trial account of HackerProof which will last for a period up to 90 days depending on which option you selected during the registration process (“Test Period”). Test Periods are only available to sites conducting online transactions with customers. Sites that are purely informational or that do not have an online transaction processing mechanism may not sign up or receive a Test Period.

The Test Period may be terminated early by purchasing a one or two year term of service. At the end of the Test Period, Comodo will compare the number of conversions made with the TrustLogo displayed on your site to the number of conversions made without the TrustLogo being displayed using the statistical information provided by the Comodo A/B tracking software. If the number of conversions made with the TrustLogo being displayed is not at least five percent (5%) greater than the number of conversions made without the TrustLogo displayed, Comodo shall renew the Test Period for an additional Test Period term without charge. At the end of the second Test Period, Comodo shall again review the increase in sales. This renewal cycle shall continue until you have purchased a subscription to the HackerProof Services, the number of conversions made with the TrustLogo is at least 5% higher than conversions made without the TrustLogo, or you decide to terminate your use of the A/B Testing Services.

Calculation of the increase in number of conversions shall be made solely using the numbers provided through the HackerProof A/B testing site. Comodo shall have sole and exclusive discretion over any and all ambiguities in any calculations made or any numbers displayed through the HackerProof A/B Testing site. You explicitly provide Comodo with permission to access statistic information about your site or any other information found on the A/B testing pages during the Test Period. The information accessed by Comodo will not be intentionally distributed or shared with any third party, however Comodo may provide its sister companies and affiliates with the statistical information collected. Comodo and its affiliates may in its sole and absolute discretion contact you at any time during the Test Period regarding the information provided through the A/B testing site. Your sole remedy for any cause of action during the Trial Period shall be to cancel the services.

If the A/B testing site shows an increase of at least 5% in conversions, you must purchase the Services at the end of the current Test Period in order to continue using the HackerProof Services, including, but not limited to, any continued use of the TrustLogo and vulnerability scans. Failure to purchase the HackerProof Service prior to the end of the Test Period where a 5% increase can or has been demonstrated using the A/B testing data will result in the immediate termination of the HackerProof Services without further notice and the immediate termination of the licenses granted herein, including the license to display the TrustLogo, access to the scanning services, and further use of the A/B testing features as explained below.

During the Test Period, you are granted a royalty-free, limited, non-transferable, revocable, and non-sub licensable license to use the A/B testing tool to monitor the number of conversion made through your website when the HackerProof logo is displayed and compare these results to the number of conversions made without the HackerProof logo. The A/B testing tool deploys the HackerProof logo to approximately 50% of your sites visitors and tracks which visitors are able to view the Logo and which are not. A/B then reports the pages viewed and conversions conducted by the visitor to a special tracking site. The A/B testing tool uses cookies, Comodo Analytics, and javascript and will only function on browsers and systems allowing such activity. Further, you are required to allow cookies from your site and include the use of cookies on your site's Privacy Policy in order to use the A/B testing feature. A/B Testing may be used without compensation during the Test Period.

You agree and acknowledge that you are under the same obligations, limitations, responsibilities with regards to the A/B testing feature, including, but not limited to, the A/B testing service itself and any generated reports or statistics, as the rest of the Comodo services and the same warranty, liability, and damage limitations apply. Comodo does not guarantee any results of the AB testing nor do the A/B tests guarantee an increase in sales or page visits. The A/B tests and any generated reports and data are provided for informational purposes only and may not be relied upon in any manner. All reports and data generated by the A/B tests are the property of Comodo and you shall have no right to view or access such reports once the A/B testing period expires. Comodo does not guarantee that the reports, Comodo Analytics, and other features of the A/B testing

service will be available at all times in all locations and reserves the right, in Comodo's sole and absolute discretion, to change, modify, alter, discontinue, or add to the services without giving prior notice.

3. Use of the Services

3.1. *Username and Password.* In connection with your establishment of a HackerProof subscription account, you will be required to select a username and password. You are responsible for maintaining the confidentiality of your password and username, and are fully responsible for all activities that occur under your username. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. Neither Comodo, its affiliates, nor their employees or agents will be liable for any loss or damage arising from your failure to comply with this section.

3.2. *Compliance with Laws.* As a condition of your use of the services, you warrant to Comodo and its affiliates that you will not use the services for any purpose that is unlawful or is prohibited by these terms, conditions, and notices. You agree to comply with all rules applicable to you in your use of the services, including all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination of false advertising). You agree: (1) not to use the services for illegal purposes; (2) not to interfere or disrupt networks connected to the services; (3) to comply with all regulations, policies and procedures of networks connected to the services; (4) not to use the services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (5) to not attempt to gain unauthorized access to other computer systems; and (6) to not interfere with another Subscriber's use and enjoyment of the HackerProof services or another entity's use and enjoyment of similar services. If you violate any of these terms, your permission to use the services automatically terminates.

3.3. *Prohibited Activities.* You agree that you will not, directly or indirectly, (1) reproduce, sell, lease, rent, transfer or exploit for any commercial purposes any portion of the services; (2) modify the TrustLogo™ in any form, change the data contained within the TrustLogo™ or change its size; (3) use or display the TrustLogo™ in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Comodo or in a manner that impairs the rights of Comodo in its trademarks or logos; or (4) represent that Comodo guarantees your products or services.

3.4. *Use of TrustLogo™.* Except as expressly authorized in this Agreement, any use, modification, reproduction, display or redistribution of the TrustLogo™ or any other Comodo trademark is expressly prohibited. You agree not to register the TrustLogo™ or any other Comodo logo or trademark in any jurisdiction. Comodo reserves the right to terminate or modify Your license to reproduce and display the TrustLogo™ at any time and to take action against any use of the TrustLogo™ that (i) does not conform to the terms and conditions set forth in this Agreement, (ii) infringes any Comodo intellectual property or other right, or (iii) violates any applicable law.

3.5. *Subscriber Obligations.* You must (1) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use HackerProof services; (2) maintain any security of your subscriber identification, and other confidential information relating to your HackerProof account; and (3) be responsible for all charges resulting from use of your HackerProof account.

3.6. *Ownership.* Comodo expressly reserves and maintains at all times all ownership rights in and to the HackerProof account and services, including any intellectual property rights therein. This Agreement shall not be construed to grant any ownership rights in the HackerProof account or services to you, but shall only give you a limited license to use the HackerProof account and services until this Agreement is terminated, as set forth in Section 5. You acknowledge that the HackerProof account or services, including all intellectual property rights under copyright, trade secret, patent, or trademark laws, are owned by Comodo or its licensors. Comodo may pursue all legal remedies if you use the HackerProof account or services in violation of this Agreement.

You acknowledge that if you use the HackerProof account or services in violation of this Agreement, you may be subject to CRIMINAL AND/OR CIVIL FINES AND PENALTIES under all applicable laws. Comodo has the right to gather information regarding the use of the HackerProof account or services to guarantee the proper use of the licenses granted by this Agreement.

4. Fees and Payment

4.1. *Service Fees.* Upon subscribing to a HackerProof account, you agree to pay all charges for your use of HackerProof services at the prices then in effect. Prices in effect are posted on the relevant HackerProof website. You agree to pay all fees due whether or not you use the services or display the TrustLogo on your website after approval. You agree that Comodo may revise its fees at any time by posting such changes on the HackerProof website. Continued use of HackerProof services or non-termination of your account after changes are posted constitutes your acceptance of the prices as modified by the posted changes.

4.2. *Payment.* Your service fees are payable in advance and are completely non-refundable. Account billing starts at the date of subscription to the HackerProof Services. Payment must be made by the credit or debit card designated by you for HackerProof use and transactions. You authorize Comodo to charge any and all fees due to Comodo to the credit card account you provided to Comodo as part of your registration, until you provide prior notice in writing to Comodo's corporate office.

4.3. *Questions and Corrections.* If you have any questions regarding any charges that have been applied to your account, you must contact the HackerProof Support Group within 30 days of the charge date in writing. Failure to use your account will not be deemed a basis for refusing to pay any charges. Correction to errors in billing will be provided as a HackerProof credit. HackerProof credit may be used for future service fees

and purchases of service upgrades.

4.4. *Rejected Charges.* In the event Comodo submits charges for the service fee and those charges are rejected by your card issuer (or its agent or affiliate), you hereby authorize Comodo to deactivate your account until your credit or debit card is successfully processed for your service fee, service upgrades and any related charges to reactivate your account.

5. Term and Termination

5.1. *Term.* Your account subscription shall be active for a period of one or two year term (depending on your selection during the subscription process) commencing on the date of your subscription to the HackerProof Services. Test Periods shall be for a period of 30, 60, or 90 days depending on which test period was selected during the registration process and shall commence on the date of your registration for the trial.

5.2. *Voluntary Termination.* You may cancel your subscription at any time by contacting support@comodo.com. Your account will be terminated upon Comodo receiving your cancellation notice. Your account will not be charged further service fees unless outstanding charges exist on your account. Outstanding charges will be charged to your credit or debit card automatically by Comodo. If your account is an approved group invoice billing account, an invoice will be submitted by Comodo for final payment. Test Periods will automatically end upon purchase of a one or two year subscription to the HackerProof Services.

5.3. *Involuntary Termination.* If you fail to pay your obligations due under this Agreement, or if you breach any portion of this Agreement, Comodo may immediately terminate this Agreement. Comodo is not liable for any damages that may result from termination carried out in accordance with this Agreement. If your subscription is canceled prior to the expiration of any term for any reason, whether voluntary or involuntary, Comodo will not refund any monies, whether user or unused, paid by you in accordance with this Agreement.

6. Privacy

6.1. *Privacy Policy.* Comodo takes a great deal of care to provide privacy to everyone who uses our services and to provide our customers with the best possible experience. The HackerProof Privacy Policy can be viewed at www.HackerProof.com/privacypolicy. Please periodically review this website, as Comodo may revise the Privacy Policy at any time. During the A/B test period, Comodo will gather and analyze some information about the use and resulting conversion rate of the TrustLogo on your site. You agree that Comodo may use this information and share it with its affiliate companies. Notwithstanding the foregoing, Comodo will maintain this information as confidential information and not share it with any company that is not subject to the same confidentiality requirements as Comodo.

6.2. *Choice/Opt-Out.* You are given the opportunity to 'opt-out' of having information used for purposes not directly related to the HackerProof service offering at the point where the information is requested. For example, the application provides Subscribers with an 'opt-out' mechanism so Subscribers that prefer not to receive any marketing material, can request to have their email address kept off of our lists. If you no longer wish to receive our newsletter or promotional materials from our partners, you may opt-out of receiving these communications by emailing us at support@comodo.com.

6.3. *Assumption of Risks.* While Comodo has taken all reasonable steps to reduce risk by building systems with high levels of security to ensure the privacy of all transaction data and the safe transmission of credit card information, risks remain due to factors beyond the reasonable control of Comodo. Your use of the services is subject to those risks which you agree to bear.

7. Warranty Disclaimers

7.1. *Use of Internet.* Users of the HackerProof services are advised that they are conducting their transactions over the Internet. Reasonable effort shall be made by Comodo to provide reliable services, but Comodo provides its services on the Internet and, as such, they are subject to the operation of the Internet and telecommunications infrastructures as well as the operation of your Internet connection services, all of which are beyond the control of Comodo.

7.2. *Warranty Disclaimer.* COMODO'S HACKERPROOF SERVICES ARE PROVIDED TO YOU "AS IS." TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMODO, ON BEHALF OF ITSELF AND ITS SUPPLIERS, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AT LAW, IN EQUITY, OR STATUTORY, WITH RESPECT TO THE SERVICES OR ITS CHARACTERISTICS, QUALITY, PERFORMANCE OR VALUE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMODO MAKES NO REPRESENTATION OR WARRANTY THAT THE INFORMATION, SOFTWARE, PRODUCTS, CONTENT, FORMS AND SERVICES CONTAINED ON OR ACCESSED VIA THIS WEBSITE OR OTHER HACKERPROOF SERVICES WILL (I) MEET YOUR REQUIREMENTS, (II) BE FREE FROM INACCURACIES, MISTAKES, DELAYS, INTERRUPTIONS OR TYPOGRAPHICAL ERRORS, OR (III) FIND, LOCATE, DISCOVER AND REPORT ALL POSSIBLE COMPUTER INSECURITIES AND VULNERABILITIES. IN PARTICULAR, COMODO DOES NOT WARRANT THAT THE HACKERPROOF SERVICES WILL CORRECT, FIX, REMEDY OR PREVENT ANY DISCOVERED OR REPORTED INSECURITIES OR VULNERABILITIES, NOR DOES IT WARRANT THAT ANY FIXES OR REMEDIES RECOMMENDED BY THE SERVICES WILL DO THE SAME.

8. Limitation of Liability.

8.1. ANY USE BY YOU OF THE HACKERPROOF ACCOUNT OR SERVICES IS AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT THE SERVICES MAY CONTAIN BUGS, ERRORS AND OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. IF YOUR USE OF THE HACKERPROOF SERVICES, OR THE MATERIALS CONTAINED THEREON OR LINKED THERETO (INCLUDING THE DOWNLOAD OF ANY CONTENT OR SOFTWARE), RESULTS IN THE NEED FOR SERVICING OR REPLACING PROPERTY, MATERIAL, EQUIPMENT OR DATA, NEITHER COMODO NOR ITS AFFILIATES, NOR THEIR LICENSORS, SUPPLIERS, EMPLOYEES OR AGENTS ARE RESPONSIBLE FOR THOSE COSTS. COMODO DOES NOT WARRANT THAT THE PROGRAM WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION ACCOMPANYING THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMODO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SERVICES WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

8.2. IN NO EVENT SHALL COMODO, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS BE LIABLE FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THE USE OF THIS WEB SITE OR THE SERVICES, (B) THE DELAY OR INABILITY TO USE THIS WEB SITE OR THE SERVICES, (C) ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED THROUGH THIS WEB SITE OR THE SERVICES, (D) UNAUTHORIZED THIRD PARTY ACCESS TO YOUR ACCOUNT, OR (E) THIS AGREEMENT; OR (II) ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; 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 THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE FEES PAID BY YOU TO COMODO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM FOR DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY

NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

9. Indemnification.

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) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) falsehoods or misrepresentations of fact by you on the subscription registration, (c) any intellectual property or other proprietary right of any person or entity, (d) failure to disclose a material fact on the subscription registration if the misrepresentation or omission was made negligently or with intent to deceive any party, (e) failure to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of your password and account name. When Comodo is threatened with suit or sued by a third party, Comodo may seek written assurances from you concerning your promise to indemnify Comodo, your failure to provide those assurances may be considered by Comodo to be a material breach of this Agreement. Comodo shall have the right to participate in any defense by you of a third-party claim related to your use of any HackerProof services, with counsel of our choice at your own expense. You shall have sole responsibility to defend Comodo against any claim, but you must receive Comodo's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

10. Miscellaneous.

10.1. *Modifications.* Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that Comodo may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the change on the HackerProof website, or upon notification to you by e-mail or United States mail. You agree to periodically review the HackerProof website, including the current version of this Agreement, to be aware of any such changes. If you do not agree with any change, you may terminate this Agreement in accordance with section 5 above. By continuing to use HackerProof services after any change, you agree to abide by and be bound by any such changes. Comodo is not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for HackerProof services; or in (ii) information posted on the HackerProof website of a general informational nature.

10.2. *Independent Contractors.* You and Comodo are independent contractors, and nothing contained in this Agreement shall be construed to designate or establish you as a partner, employee, joint venturer, or agent of Comodo for any purpose whatsoever.

10.3. *Force Majeure.* You agree not to hold Comodo responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, electrical outage, or other event out of the control of Comodo.

10.4. *Severability.* You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make it enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

10.5. *Governing Law; Venue.* You and Comodo agree that any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of the United Kingdom. Any actions arising out of or based, in whole or in part, on this agreement shall be brought in the courts of the United Kingdom.

10.6. *Limitation on Actions.* Neither party may bring any action, regardless of form, arising out of or relating to this Agreement more than one (1) year after the cause of action has accrued.

10.7. *Non-assignment.* Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Comodo's option.

10.8. *Notices.* You will make all notices, demands or requests with respect to this Agreement in writing to Comodo at Office Village, 3rd Floor, Exchange Quay Trafford Road Salford, Manchester M5 3EQ United Kingdom.

10.9. *Survival.* This Agreement shall be applicable for as long as your HackerProof account remains active and you have not breached any provision of this Agreement. Sections 3.3, 3.4, 5, 7, 8, 9, and 10 shall survive the termination of this Agreement.

11. 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 THE TERMS AND CONDITIONS OF THIS AGREEMENT.

