

**COMODO SECURITY SOFTWARE AND REMOTE PERSONAL COMPUTER SERVICE**

**COMODO INTERNET SECURITY v10.X**

**END USER LICENSE AND SUBSCRIBER AGREEMENT**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING COMODO’S ANTIVIRUS, FIREWALL OR INTERNET SECURITY SOFTWARE AND REMOTE PERSONAL COMPUTER SUPPORT SERVICES (THE “PRODUCTS”) THE PRODUCTS MEANS ALL OF THE ELECTRONIC FILES PROVIDED EITHER BY DOWNLOAD OR ON PHYSICAL MEDIA (CD-ROM, DVD OR OTHER MEDIA THAT IS PROVIDED WITH THIS LICENSE AGREEMENT.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

BY DOWNLOADING, INSTALLING, OR USING THE PRODUCTS, 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 HEREIN, DO NOT DOWNLOAD OR USE THE SOFTWARE, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

This end user license and subscriber agreement is between you (“you” or “Subscriber”), as either an individual or as a business entity and Comodo Security Solutions, Inc., which has its principal place of business at 1255 Broad Street, Suite 100, Clifton, New Jersey 07013.

Both are referred to herein as “Comodo”.

In exchange for your use of the Products, you agree as follows:

**1. License**

- 1.1. Grant of License. Comodo grants you a limited, non-exclusive, non-transferable, and revocable license to download, install, back-up, and use the Software and Services (collectively, the “Products”) on (1) one device (personal computer, laptop, tablet, mobile device) unless otherwise indicated under a valid license granted by Comodo for the term that you have paid for, including any documentation and files accompanying the Products. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo. This License grant shall expire at the end of the paid subscription period or at the end of the trial period for paid products.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Products are NOT modified in any manner;
  - (ii) the Products are only installed and used in accordance with your network security policies,
  - (iii) you possess the necessary authority and power to install and use the Products,
  - (iv) you promptly pay all license fees when due, and
  - (v) this agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering Products, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Products if you fail to complete a required registration process. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized

use of your account.

- 1.4. Limited License. The licenses granted herein are only for the number of computers for which you paid for the Products. You can secure additional computers by obtaining a separate license for each computer, which might require an additional fee. You must have a license for each computer that accesses or use the Products prior to installing or using the Products.
- 1.5. Updates. Comodo is not obligated to provide updates to the Products. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to your use and installation of the update. Some Products update automatically without notice. There is also a default option that when selected updates will be automatically installed and you will be requested to re-start the system at your convenience. This will be done only in critical situations.
- 1.6. Trial, Free, Evaluation, and Beta. If this agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Products. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that you receive with this Product, then the term for the licenses granted herein shall be for the term that you purchased. The Limited Guarantee set forth in Section 3 herein, is not offered with any Trial, Free, Evaluation or Beta Product. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card information is required to access a free trial. However, Comodo shall not charge your credit card until the trial period has ended. At the end of the trial period, Comodo may bill the credit card for the Products without further notice. Participants in a free trial or purchases of less than 30 days are not entitled to a 30 day refund period as described in section 7.4. Your termination of this agreement prior to the end of the free trial is required to avoid fees for the Products. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## **2. Specific Licenses - The Products may include the following specific licenses:**

- 2.1. Comodo Security Software. Comodo Internet Security (CIS) may be used royalty-free for both commercial and personal use. CIS includes the Comodo Firewall and Antivirus products. During installation, you can select to install both or either of the two products. No technical or customer support is provided for CIS separate from the Products described in section 2.5. Installation of CIS may include installation of additional Products. Use of these Products may be disabled until you pay for the Products.
- 2.2. TrustConnect. The TrustConnect client software is not included herein as a Product and is a derivative work of OpenVPN and is licensed under both the terms of the OpenVPN license which is attached as Schedule A and [GPLv2](#). The terms of the OpenVPN license do NOT apply to the services provided in connection with the software. Instead, the terms of the service are governed solely by this agreement and the Privacy Policy referenced herein. Technical support is not provided for TrustConnect.
- 2.3. Comodo Browser. Comodo's Chromium technology based browsers, under various monikers (such as Dragon) which are based on the Chromium software and sample code developed by Google, are licensed under the BSD license. Other software included in this distribution is provided under other licenses, as listed in Schedule B. Source code for software included in this distribution is available from the Chromium website. The Comodo Dragon Browser is licensed as an individual product under the Comodo Dragon Browser EULA, included as Schedule C. Other software included in this distribution is provided under other licenses as listed in the Included Software and Licenses section at the end of this agreement.
- 2.4. DNS Services
  - (i) With your permission, CIS will reconfigure your DNS settings to point to the Comodo name servers to accept, process, and resolve recursive DNS queries ("Recursive Traffic"). Comodo may re-direct or terminate Recursive Traffic that Comodo, in its sole discretion, determines or considers to be harmful or invalid. You must not

disclose the NameServer addresses to any third party who has not accepted this Agreement.

- (ii) Upon termination of this agreement, you must change your DNS settings away from Comodo's NameServers. Comodo is not required to provide access to alternative services at termination.
- (iii) The DNS services contain links to websites operated by third parties ("Third Party Sites"). These links are for your convenience only. Comodo does not endorse, control, monitor, or verify the contents of the Third Party Sites and is not liable for the contents or for any loss, damage or injury sustained arising out of your access to the Third Party Sites.

#### 2.5. GeekBuddy or GeekBuddy Live Expert Services

- (i) Comodo's GeekBuddy or GeekBuddy Live Expert services (hereinafter "GEEKBUDDY") are Comodo's paid-for chat-based support services as described on the Comodo website. You are being provided with a license to Comodo's GeekBuddy services together with the Product only for the GeekBuddy service term that you have purchased or for the duration of the free trial you have selected. Comodo may discontinue offering and may terminate the free trial version at any time. Comodo may change the specific scope of GEEKBUDDY without notice. Purchases of GEEKBUDDY One Time Fix are not refundable.
- (ii) GEEKBUDDY is provided only after you contact the GEEKBUDDY support staff using software provided by Comodo. GEEKBUDDY is provided via Internet chat and remote desktop sharing, and access to the Internet is required to use GEEKBUDDY. You are responsible for providing and maintaining your Internet connection. A high speed Internet connection is highly recommended in order to avoid delays or problems with GEEKBUDDY. You are responsible for ensuring that use of GEEKBUDDY complies with all applicable computer and network policies. Prior to using GEEKBUDDY, you 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.
- (iii) You authorize Comodo to access your computers and delete the files that Comodo deems unnecessary to your computers' operation. You grant Comodo express permission to alter the registry of any computer using GEEKBUDDY and to install, configure, and use additional software on your computers as Comodo sees fit.
- (iv) You shall assist Comodo as reasonably requested by Comodo in diagnosing problems with computers using GEEKBUDDY. Your failure to cooperate with the Comodo representative constitutes a breach of this agreement. The Comodo representative has sole discretion over any instructions and steps taken in providing the GEEKBUDDY services.
- (v) The Comodo support representative may need to download, run, or use software on your 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"). Use of all Diagnostic Software is subject to the license agreements associated with the Diagnostic Software and you must accept and comply with all such license agreements.
- (vi) The scope and extent of GEEKBUDDY is limited to the options selected by you when registering for GEEKBUDDY. Comodo performs the GEEKBUDDY services in any manner it sees fit. GEEKBUDDY does 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. Unless your subscription to the services states otherwise, you

are solely responsible for backing up and safely storing its data, information, and files. You shall (1) obtain and pay for all equipment and third-party services required to use and receive the GEEKBUDDY services and (2) be responsible for all content on both your computer and network.

- (vii) Comodo provides GEEKBUDDY using commercially reasonable efforts. Comodo does not represent that that commercially reasonable efforts will optimally configure a network or provide you with any significant energy savings.
- (viii) The entire GeekBuddy EULA is provided as an exhibit for your convenience as Schedule D.

## 2.6. Comodo Secure Shopping

Comodo Secure Shopping is a container which can run and secure a web application inside a secure environment during online transactions to assist in protecting against potential data exfiltration. Comodo Secure Shopping performs a root certificate check, anti-injection, keyboard and desktop protection, copy/paste protection, remote check, private mode support for web browsing, Internet Explorer single process mode support, and self-protection. By downloading, installing and using Secure Shopper, you are giving express permission to Comodo to perform the list of permissions found with the Secure Shopper EULA on Schedule E at the end of this Agreement.

## 2.7. Auto Containment Services.

Auto Containment is a service that isolates unknown programs. By default any unknown programs identified as potential malware are executed inside a sandbox and then automatically sent to Comodo for malware analysis. If a program is found by Comodo to be malicious, it is then added to the CIS malware definitions list. If it found to be safe it is added to CIS safe program list. The next time CIS receives antivirus updates, CIS scans all the programs running inside a sandbox. If any program is found to be malicious, containment isolates the program and moves it to the quarantine list to protect your computer. Safe programs are removed from the sandbox and are no longer executed inside the sandbox. To disable Auto Containment and/ or automatic submission of programs to Comodo, go to "Containment Settings" and uncheck the appropriate boxes.

## 2.8. Browser Setting Modification

CIS allows users to set an included search engine as the default setting in the internet browser search engine toolbars and makes that search engine as the browser home page. By checking the box during installation, you are consenting to this change. If after installation, you do not want the included search engine as the default, you may make changes under the options section of your internet browser.

## 2.9. Backup Service. Comodo shall provide you with an interface necessary to use the backup services to make archived copies of data contained on any computer where a valid license was installed.

- (i) When using the backup service and related services, Comodo will save an encrypted copy of each file you designate as requiring storage. The saved files will be transferred over the Internet to a server operated by Comodo or an affiliate or partner of Comodo. Comodo disclaims all liability for the backup service, including any resulting from lost or compromised data.
- (ii) Comodo will routinely scan your computer in order to determine if any file is new, modified, or deleted and to determine what actions need to be taken in order to complete a storage or restoration operations. These operations require Comodo to collect information related to your files, your computer configuration and specification, and your computer usage. You give Comodo permission to access, collect, and store

this information. In addition, you give Comodo permission to transmit all files designated by you as requiring storage to a remote data center operated by Comodo or an affiliate or partner of Comodo (“Storage Servers”). Files will be transmitted in an encrypted format.

- (iii) Comodo will not use any files backed up unless 1) you give Comodo permission to do so as part of a request for troubleshooting or computer restoration services, or 2) Comodo reasonably believes it needs to do so in order to comply with a law, subpoena, warrant, order, or regulation, including laws related to the use of data for illegal purposes or child pornography. The services are being provided from within the United States and other countries where litigants, law enforcement, courts, and other agencies of the government may have the right to access data stored within their jurisdictions upon terms and conditions provided by local law. As such, these entities may gain access to your data as provided under the local law of the jurisdiction.
- (iv) Files marked for storage shall only be added to the Storage Server at the next periodic scan of your computer. Only after a periodic scan will a file be available as part of the data on the Storage Server. Comodo does not maintain a copy of the data backed up to our servers and does not guarantee the information against loss or destruction. In the event that this Agreement is terminated, Comodo may in its sole discretion, without notice to you, and at any time following the date of termination delete or deny access to the backed up data and such data or files will not be available to you. Comodo and its affiliates may retain (but shall have no obligation to retain) your data for up to 90 days after your subscription to the backup service expires in order to allow you to renew your subscription, if desired.
- (v) Comodo does not maintain a copy of the data backed up to our servers and does not guarantee the information against loss or destruction. In the event that the licenses granted herein are revoked, lapse, or terminate, whether by you or by Comodo, Comodo may, in its sole and absolute discretion, without notice to you, delete or deny access to the backed up data and such data or files will not be available to you. You agree that Comodo and its affiliates may retain (but shall have no obligation to retain) your data for a period after your trial or license has been terminated, expired, or otherwise lapsed, as part of Comodo’s marketing to you the opportunity to purchase, renew, or extend a license.

#### 2.10 Internet Security Essentials

Internet Security Essentials assists in protecting users from Man In the Middle Attacks and provides alerts. User information which may be reached or accessed by this feature is detailed below at the end of this agreement in Exhibit A. Separate uninstallation may be required for this feature.

To uninstall the Comodo Internet Security Essentials feature on your Windows system, click start and go to the Control Panel. In the Control Panel, double click Programs and Features. Find Comodo Internet Security Essentials in the list of programs and click the “Uninstall” button.

Alternatively, click Start, go to All Programs, then the Comodo Internet Security Essentials folder, Comodo Internet Security Essentials and click Uninstall.

### 3. Limited Guarantee

- 3.1. Scope. Some versions of the Products that you may purchase include a limited guarantee that is valid for one year from the date of the Product’s activation by the original purchaser unless you cancel or do not renew your Product subscription. The guarantee covers the

repair of certain damage that could occur to a computer as a result of malware. Each license of the guarantee can cover up to one computer on the same home network, provided that each computer qualifies for guarantee coverage as explained herein. To qualify, a covered computer must have 1) the minimum requirements to install and run the Product, 2) the guarantee activated using the license key provided by Comodo, 3) the correct version of CIS installed on the computer, and 4) a full CIS system, computer, and memory scan run to verify that the computer is free from malware. The guarantee does not apply if a computer 1) is unable to access the Internet, 2) more than one year has lapsed since the date of the Product's activation by the original purchaser, 3) the computer has preexisting malware, 4) does not have CIS installed and operating in the correct functional state. After installing the CIS, you must, on each covered computer, a) keep CIS operating at all times in one of 1) Paranoid Mode, 2) Train with Safe Mode, or 3) Clean PC Mode; and b) have Automatic Containment enabled and configured to sandbox all unknown files; and c) not disable or remove CIS. The guarantee excludes all damage caused by a hardware failure or caused by non-malware software. THE LIMITED GUARANTEE IS ONLY AVAILABLE TO YOU IF YOU ARE A RESIDENT OF THE UNITED STATES AND HAVE PURCHASED A VERSION OF THE SOFTWARE THAT INCLUDES THE GUARANTEE. FREE, TRIAL, OR BETA VERSIONS OF THE SOFTWARE DO NOT INCLUDE THE GUARANTEE. THE LIMITED GUARANTEE CANNOT BE COMBINED WITH ANY OTHER COMODO WARRANTY OR GUARANTEE. THE GUARANTEE IS NON-TRANSFERRABLE, AND CAN ONLY BE USED BY THE ORIGINAL PURCHASER OF THE SOFTWARE. THE GUARANTEE IS ONLY VALID FOR CLAIMS MADE OVER THE INTERNET AS PER SECTION 3.3 AND ONLY WHERE INTERNET-BASED SUPPORT IS RENDERED.

3.2. Limits. The guarantee is limited to the lesser of

- (i) The actual cost of the computer;
- (ii) An aggregate total of \$500 for all claims paid under a single license key, and
- (iii) The actual cost of a Comodo specified and authorized third party provider to repair the computer to an operating condition ("Guarantee Limit").

The guarantee is limited to the repair and restoration of the computer to a state prior to when the malware infected the computer. The guarantee does not cover claims for 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 or information. The guarantee is void if you breached this agreement, failed to follow the procedures described in this Section 3, or failed to pay any fees applicable to your use of the Software.

3.3. Claims. If a computer qualifying under Section 3.1 becomes infected with malware you must take the following steps: 1) backup all data on the computer, 2) promptly contact Comodo over the Internet by email at: [cisguarantee@comodo.com](mailto:cisguarantee@comodo.com), and 3) allow a Comodo support representative to remotely connect to the infected computer and remove the malware. Comodo only provides remediation services over the Internet and you must be able to access the Internet to use the limited guarantee. Damage to a computer by anything other than malware is not covered by the limited guarantee. If a Comodo support representative cannot connect to the computer because of the malware, the limited guarantee does not apply. To qualify for a payment under the limited guarantee, you must allow Comodo access to each infected computer and must assist Comodo in any manner necessary to remove the malware and repair the computer. Failure to cooperate with a Comodo representative voids the guarantee. The instructions and steps necessary to fix the computer and provide the support are in the Comodo representative's sole discretion.

3.4. Diagnostic Software. The support representative may download, run, or use software on your computer to remove the malware and restore the computer to its pre-infection operating condition. This software includes software that can control your computer remotely along with Diagnostic Software. You shall accept any license agreement required to use the

Diagnostic Software. Use of the Diagnostic Software by the support representative does not require any additional payment by you.

- 3.5. Recording of Services. Comodo may monitor and record any remediation services provided. Comodo may release recorded information for any of 1) satisfying a law, regulation or government request, 2) operating the remediation services properly, or 3) protecting Comodo's business reputation, software, or customers.
- 3.6. Payment. If Comodo is able to connect to your computer but is unable to restore a qualifying computer's functionality and remove the malware, Comodo shall, subject to the Guarantee Limits and at sole discretion, pay for Comodo's choice of 1) the cost of having a third party provider repair the computer or 2) for a replacement computer. If Comodo chooses to repair the computer, Comodo will provide instructions on where the computer may be delivered for repair. If the repair facility is greater than 20 miles from your physical location, Comodo shall pay the cost of mail delivery of the computer but you shall pay any applicable shipping insurance costs. You bear all risk of loss during shipping to or from the repair facility. If the repair facility is unable to restore the computer's operating functionality before the end of the fifth business day after the repair facility's receipt of the computer, Comodo shall pay you, subject to the Guarantee Limits, the fair market value of each qualifying irreparable computer.

#### **4. Ownership**

- 4.1. No Ownership Rights. The Products are being licensed, not sold. Comodo retains all ownership rights in and to all Products, including any intellectual property rights therein.
- 4.2. Copyright. The Products 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 the Products.
- 4.3. Content. Content, including files, links, images, and text, made available or accessible through the Products is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This agreement does not give any rights to such content. Comodo does not endorse any such content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Products, and 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.
- 4.4. Submissions. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except as noted herein, Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

#### **5. Payment**

- 5.1. Fees. Certain Products may be used without payment to Comodo. For other Products, you must pay the fee listed on Comodo's website prior to using or accessing the Products. Free and paid for Products are listed on [www.comodo.com](http://www.comodo.com). Comodo may modify fees for paid products in its sole discretion. Your failure to terminate this agreement after a fee change is posted to Comodo's website constitutes your acceptance of amended prices, which will apply upon your renewal of the Products.
- 5.2. Method of Payment. All fees must be paid in advance. Comodo may automatically charge the credit card provided for renewing subscriptions to the Products. However, you remain solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Comodo may, without notice, restrict or remove your access to the Products.

- 5.3. Rejected Charges. If any charges are rejected by your credit card issuer then Comodo may deactivate your account until payment is successfully received. Comodo may deactivate any account that has a disputed charge until Comodo, in its sole discretion, determines the dispute resolved.
- 5.4. Billing Issues. You shall provide Comodo notice of any billing problems or disputes within 60 days after the charge first appears on a statement you receive from your bank, credit card company, or other billing company. Failure to notify Comodo of the problem within the 60 day period is your acceptance of the charges. Comodo is not obligated to provide a refund for any unused Products.

## 6. Restrictions

- 6.1. Lawful Use. The Products are solely for lawful purposes and use. You are responsible for ensuring that your use of the Products is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 6.2. Compliance. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Products to infringe the privacy or intellectual property rights of a third party; (4) not use the Products to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems; and (6) not use the Products 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.
- 6.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Products to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

## 7. Termination.

- 7.1. Term. This agreement is effective until terminated by you or by Comodo. You may only use paid Products during the period for which you have paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.
- 7.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Products may be terminated by removing all copies of any related software and notifying Comodo of your intent to terminate this agreement. Notification of termination must be sent by email to [support@comodo.com](mailto:support@comodo.com). Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.
- 7.3. Termination by Comodo. Comodo may terminate this agreement at any time by posting notice of the termination on its website or sending an email to the address provided during your registration for the Products. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Comodo deems your use to be excessive, Comodo may, with email notice, terminate your account or adjust the price of the Products.
- 7.4. Refunds. If this is a paid product, after purchasing the Products, you may cancel your subscription at any time. Unless you have participated in a promotion under section 1.6, you



- may be entitled to a refund. If you cancel your subscription within the first 30 days after making payment and are eligible for a refund, Comodo shall refund to you the full amount paid by you. If you cancel after the first 30 days and your account is listed as an ESM or GeekBuddy business account, Comodo shall provide you with a pro-rata refund for each month left on your subscription less any discounts given for pre-payment of fees. Refunds are not available for purchases of products or services that automatically expire in less than 30 days, such as purchases of GeekBuddy One Time Fix or any set up fees. To request a refund of an eligible product or service, you must email [refunds@comodo.com](mailto:refunds@comodo.com) within 30 days of the purchase date.
- 7.5. Events Upon Termination. Upon termination, you must immediately cease using the Products and delete all copies of any related software found on your computer and any backup copies made. Upon termination, Comodo may disable further use of the Products without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you. No refunds shall be given for any reason.
- 7.6. Uninstall. To uninstall Comodo Products on your Windows system, click start and go to the Control Panel. In the Control Panel, double click Programs and Features. Find the Comodo Product you wish to uninstall in the list of programs and click the "Uninstall" button.

## **8. Indemnification.**

- 8.1. Indemnification. You shall indemnify (i) Comodo, (ii) Comodo's affiliates, and (iii) Comodo's and its affiliate's 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 your infringement on the rights of a third party.
- 8.2. Indemnification Procedure. Comodo shall notify you promptly of any demand for indemnification. However, Comodo's failure to notify will not relieve you from your 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.
- 8.3. Additional Liability. Your indemnification obligations are not Comodo's sole remedy for a breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

## **9. Disclaimers and Limitation of Liability.**

- 9.1. Internet. You acknowledge that the Products are subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo's control.
- 9.2. Beta Versions – No Warranty – "AS IS" Product

If this is a beta or test version, licensee acknowledges that software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. The Product may not operate correctly and may be substantially modified prior to first commercial shipment or withdrawn. The Product is provided "AS IS" without any warranty of any kind.

The entire risk arising out of the use or performance of the Product remains with Licensee. Licensee acknowledges that operating beta software on a production system may have unintended consequences and has been so advised by Comodo.

- 9.3. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCTS. 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 PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

COMODO HAS NO LIABILITY OR RESPONSIBILITY FOR ANY PRE-EXISTING CONDITION ON YOUR COMPUTERS, DEVICES OR SYSTEMS, INCLUDING FAILURE TO CURE, DETECT OR REMEDY THE CONDITION AFTER INSTALLATION AND USE OF THE PRODUCT.

- 9.4. Damage Limitation. THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCTS OR UP TO A MAXIMUM OF ONE HUNDRED U.S. DOLLARS (\$100 USD) FOR FREE PRODUCTS. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, 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 claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.
- 9.5. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCTS 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 PRODUCTS AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA. PRODUCTS SUCH AS WEB INSPECTOR OR SECURE SHOPPER CANNOT GUARANTEE YOUR INTERNET SECURITY AND COMODO IS NOT RESPONSIBLE FOR ANY POTENTIAL LOSS.
- 9.6. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 9.7. 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.
- 9.8. Third Party Extensions and Programs. Comodo browsers may include third party extensions or programs for blocking, removing, delivering, or replacing advertisements. The third party programs may show you a limited number of ads on your screen. Any third party extensions or programs are provided under the terms and end user license agreement as included with the third party software. Please review those agreements and privacy policies prior to accepting the third party extensions and/or products.

The third party extensions or products with the browser can be uninstalled, in two ways:

- 1) by uninstalling the Comodo browser, through the operating system Add/Remove programs function.

2) by uninstalling the plug-in from the browser's settings menu.

To do this,

- Click the Menu button and Select and select "Settings"
- Next, select the "Extensions" tab on the left.
- Locate the plug-in from the list and click the trash can icon to the right.

## 10. Privacy.

10.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at

<https://www.comodo.com/repository/privacy-policy.php> and

<https://www.comodo.com/repository/css-information-collection.php>

when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.

In the event that third party features and functionalities are incorporated in or made available in or through Comodo Product(s), then the policies of those third parties apply. Please visit each third party's license agreement and privacy policy to better understand their terms of use and data collection practices.

10.2. Express Permissions.

YOU ARE GIVING EXPRESS PERMISSION TO COMODO TO COLLECT THE DATA AND INFORMATION OUTLINED IN THIS SECTION AND STATED BELOW. FURTHER, YOU ARE GIVING EXPRESS PERMISSION FOR COMODO TO PROVIDE THE DATA AND INFORMATION TO THIRD PARTY AFFILIATES.

Data and information that is collected from users for statistics and analysis during Comodo product installation, uninstallation and product update(s) in order for Comodo to know specific Comodo product usage on various operating systems, and to assist in further product planning and support include:

Anonymous Computer ID; Comodo defined integer values for Product ID, Channel ID, Affiliate ID and selected Interface Language, Comodo product version; operating system name, platform, language, build and version; input e-mail (if optionally provided during installation); Comodo product related license information; settings for consent to data collection; if the web filtering feature is enabled and a browsed URL is a heuristic match with a malicious website database, the URL may be sent to Comodo for further analysis.

The following information is also sent to Comodo to determine active users:

Anonymous Computer ID; Comodo defined integer values for Product ID, Channel ID and Affiliate ID; and Comodo product version.

The following information is only sent to Comodo based on consent:

Install options;  
Comodo application usage (i.e. Comodo product launch and which features and interfaces used);  
Information on executed files which includes the file path, file size, the file's sha-1 hash, Comodo verdict and source of verdict, user's decision on application, parent application sha-1 hash, url associated with the file, IP of domain from where the file is downloaded,

browser name and version from where a file is downloaded, if the file is seen as an installer by product, a file's digital signing status, digital signer name if the file is signed; Information on installed browser, such as name, search engine and home page settings; Default browser; Crash dumps of Comodo application and Kernel crash dumps.

In order to investigate crashes in the context of the system, computer information as extracted using Microsoft tool "msinfo32.exe /nfo" is sent, which contains complete system information including but not limited to, the categories of "Hardware Resources", "Components", and "Software Environment" with information about installed applications.

Comodo Product(s) may produce log files of information about certificate revocation checks which are transmitted to Comodo for analysis. No correlation of personally identifiable information is made or included in the log files.

Permissions for Advertisements. The Comodo Browser is supported by advertising revenue and may display advertisements. Advertisements may relate to the content of information as part of the Product or queries made through the Product. The Product may include hyperlinks to other websites or content that Comodo may have no control over or are provided by an entity other than Comodo. You agree that Comodo may place such advertising with the Product in exchange for granting you access to use the Product.

- 10.3. 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.
- 10.4. Opt Out. You may opt-out of having information used for purposes not directly related to the Products by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I AGREE", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.
- 10.5. File Submission. This product may automatically submit to Comodo any files or programs that are identified as unknown by Comodo (as they may be potential malware), including information on the actions taken by such files. These files are submitted to Comodo using the Containment Settings automatic submission function. The collected unknown files (potential malware) could contain personally identifiable information that has been obtained from the file without your permission. Files of this type are being collected by Comodo only for the purpose of improving the ability of Comodo's products to detect malicious behavior. Comodo will not correlate these files with any personally identifiable information. The automatic submission function may be deactivated by de-selecting this option in the Advanced Settings.
- 10.6. VirusScope Submissions: Comodo may send activities of applications considered potentially malicious to Comodo for analysis and further classification. These activities include, but are not limited to, process creation and termination, file operations, registry operations and network operations performed.

## 11. Miscellaneous

- 11.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.
- 11.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter.

Section headings are for reference and convenience only and are not part of the interpretation of the agreement.

- 11.3. Modifications. Comodo may amend or discontinue certain Products offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Products. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 11.4. Waiver. A party's failure to enforce a provision of this agreement does 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 from the waived provision.
- 11.5. 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.
- 11.6. Arbitration and Governing Law.

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY TRIAL IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.

You agree that any dispute, claim or controversy arising out of this agreement shall be determined by binding arbitration. 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. The notice to Comodo should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

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 Commercial Arbitration Rules 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 the state of New Jersey at a location mutually agreeable to the parties.

The laws of the state of New Jersey govern the interpretation, construction and enforcement of this agreement and all proceedings arising out of it without regard to any conflicts of laws principles. Both parties agree to the exclusive venue and jurisdiction of state or U.S. federal courts located in New Jersey.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this agreement and are specifically excluded.

- 11.7. Class Action Waiver: Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Comodo will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitration or proceedings.

- 11.8. Assignment. You may not assign any of your rights or obligations under this agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without your consent.
- 11.9. Severability. Any provision held invalid, unconscionable, or unenforceable in any manner will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.
- 11.10. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 11.11. Rights of Third Parties. There are no third party beneficiaries under the 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. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

## SCHEDULE A

OpenVPN License:

OpenVPN (TM) -- An Open Source VPN daemon

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LZO license:

LZO is Copyright (C) Markus F.X.J. Oberhumer, and is licensed under the GPL. Special exception for linking OpenVPN with both OpenSSL and LZO:

Hereby I grant a special exception to the OpenVPN project (<http://openvpn.net/>) to link the LZO library with the OpenSSL library (<http://www.openssl.org>).

Markus F.X.J. Oberhumer

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TAP-Win32 Driver license:

The TAP-Win32 driver is derived from the CIPE-Win32 kernel driver, Copyright (C) Damion K. Wilson, and is licensed under the GPL.

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Windows DDK Samples:

The Windows binary distribution includes devcon.exe, a Microsoft DDK sample which is redistributed under the terms of the DDK EULA.

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NSIS License:

Copyright (C) 2002-2003 Joost Verburg

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/\* =====

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\*

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\* =====

\* This product includes cryptographic software written by Eric Young ([eay@cryptsoft.com](mailto:eay@cryptsoft.com)). This product includes software written by Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com)).



Original SSLeay License

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The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-).

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## SCHEDULE B

For web based applications of the Product, Comodo's Browser products (Dragon) are used, which are based on the Chromium software code. If you wish to download and separately install Comodo browsers, please visit [www.comodo.com](http://www.comodo.com) and a separate End User License Agreement is available on the website for the Comodo Browser products.

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For third party implementations, we have provided guidelines on the proper usage of Google branding and attribution.

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## CHROMIUM LICENSE

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<b>Package Name</b>	<b>License</b>
bsdiff	BSD Protection License
bspatch	BSD Protection License
bzip2	<a href="#">BSD license</a>
dtoa	<a href="#">BSD license</a>
hunspell	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
ICU	<a href="#">ICU license</a>
JSCORE	<a href="#">BSD license</a>
libjpeg	libjpeg license
libpng	<a href="#">libpng license</a>
libxml	<a href="#">MIT license</a>
libxslt	<a href="#">MIT license</a>
LZMA SDK	<a href="#">Special exception license</a>
modp_b64	<a href="#">BSD license</a>
Mozilla interface to Java Plugin APIs	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
npapi	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nspr	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nss	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
Pthreads for win32	<a href="#">LGPL 2.1</a>
sqlite	<a href="#">Public domain</a>
tlslite	Public domain
V8 assembler	<a href="#">BSD license</a>
WebKit	<a href="#">BSD/LGPL 2/LGPL 2.1</a>
WTL	<a href="#">Microsoft Permissive License</a>
zlib	<a href="#">zlib license</a>

## SCHEDULE C

### Comodo Dragon Browser End User License Agreement

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT IS IMPORTANT TO READ THESE TERMS CAREFULLY BEFORE USING THE COMODO DRAGON BROWSER.

BY USING, APPLYING FOR, OR ACCEPTING THE ACCOUNT, SOFTWARE OR SERVICES OR BY CLICKING ON "I AGREE" 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 THESE TERMS, DO NOT CLICK "I AGREE" AND DO NOT APPLY FOR, ACCEPT, OR USE COMODO DRAGON BROWSER.

This end user license agreement is a legal contract between you, as either an individual or a business entity, and Comodo Security Solutions, Inc. ("Comodo"), a Delaware corporation. In exchange for use of the Comodo Dragon Browser, you agree as follows:

#### 1. License

- 1.1. Grant of License. Comodo grants you a limited, non-exclusive, non-transferable, and revocable license to download, install, back-up, and use the Software and Services (collectively, the "Products"), including any documentation and files accompanying the Products. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Software. All rights not expressly granted herein are reserved to Comodo.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Products are NOT modified in any manner;
  - (ii) the Products are only installed and used in accordance with your network security policies,
  - (iii) you possess the necessary authority and power to install and use the Products,
  - (iv) you promptly pay all license fees, (if any), when they are due, and
  - (v) this agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering Products, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Products if you fail to complete a required registration process. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized use of your account.
- 1.4. Limited License. If this is a paid Product, the licenses granted herein are only for the number of computers for which you paid for the Products. You can secure additional computers by obtaining a separate license for each computer, which might require an additional fee. You must have a license for each computer that accesses or use the Products prior to installing or using the Products.
- 1.5. Updates. Comodo is not obligated to provide updates to the Products. If an update is provided and the update is not accompanied by an additional agreement, this agreement

applies to your use and installation of the update. Some Products update automatically without notice.

- 1.6. Trial, Evaluation, and Beta. If this agreement pertains to a trial, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Products. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card or account information is required to access a free trial. However, Comodo shall not charge your credit card until the trial period has ended. At the end of the trial period, Comodo may bill the credit card for the Products without further notice. Participants in a free trial are not entitled to a refund. Your termination of this agreement prior to the end of the free trial is required to avoid fees for the Products. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

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## 3. Restrictions

- 3.1. Lawful Use. The Products are solely for lawful purposes and use. You are responsible for ensuring that your use of the Products is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 3.2. Compliance. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Products to infringe the privacy or intellectual property rights of a third party; (4) not use the Products to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems; and (6) not use the

Products 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.

- 3.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Products to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

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- 4.1. Term. This agreement is effective until terminated by you or by Comodo. You may only use paid Products during the period for which you have paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.
- 4.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Products may be terminated by removing all copies of any related software and notifying Comodo of your intent to terminate this agreement. Notification of termination must be sent by email to [support@comodo.com](mailto:support@comodo.com). Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.
- 4.3. Termination by Comodo. Comodo may terminate this agreement at any time by posting notice of the termination on its website or sending an email to the address provided during your registration for the Products. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Comodo deems your use to be excessive, Comodo may, with email notice, terminate your account or adjust the price of the Products.
- 4.4. Refunds. If this is a paid Product, after purchasing the Products, you may cancel your subscription at any time. Unless you have participated in a promotion under section 1.6, you may be entitled to a refund. If you cancel your subscription within the first 30 days after making payment and are eligible for a refund, Comodo shall refund to you the full amount paid by you. To request a refund, you must email [refunds@comodo.com](mailto:refunds@comodo.com) within 30 days of the purchase date.
- 4.5. Events Upon Termination. Upon termination, you must immediately cease using the Products and delete all copies of any related software found on your computer and any backup copies made. Upon termination, Comodo may disable further use of the Products without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

#### **5. Indemnification.**

- 5.1. Indemnification. You shall indemnify (i) Comodo, (ii) Comodo's affiliates, and (iii) Comodo's and its affiliate's 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 your infringement on the rights of a third party.

- 5.2. Indemnification Procedure. Comodo shall notify you promptly of any demand for indemnification. However, Comodo's failure to notify will not relieve you from your 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. Additional Liability. Your indemnification obligations are not Comodo's sole remedy for a breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

## **6. Disclaimers and Limitation of Liability.**

- 6.1. Internet. You acknowledge that the Products are subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo's control.
- 6.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCTS. 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 PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 6.3. Damage Limitation. THE TOTAL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCTS OR ONE HUNDRED DOLLARS (\$100 USD) FOR FREE PRODUCTS. YOU WAIVE ALL LIABILITY FOR 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 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. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCTS 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 PRODUCTS AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA. PRODUCTS SUCH AS WEB INSPECTOR CANNOT GUARANTEE YOUR INTERNET SECURITY AND COMODO IS NOT RESPONSIBLE FOR ANY POTENTIAL LOSS.
- Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 6.5. 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.



- 6.6. Third Party Extensions and Programs. Any third party extensions are provided under the terms and end user license agreement as included with the third party software extension. Please review those agreements and privacy policies prior to accepting the third party extensions and/or products.

The third party extensions or products with the browser can be uninstalled, in two ways:

- 1) by uninstalling the Comodo Dragon Browser, through the operating system Add/Remove programs function.
- 2) by uninstalling the plug-in from the browser's settings menu.

To do this,

- Click the Menu button and Select and select "Settings"
- Next, select the "Extensions" tab on the left.
- Locate the plug-in from the list and click the trash can icon to the right.

## **7. Privacy.**

- 7.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at <https://www.comodo.com/repository/privacy-policy.php> and <https://www.comodo.com/repository/css-information-collection.php> when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.

### EXPRESS PERMISSIONS:

BY INSTALLING AND USING THE PRODUCT(S), YOU ARE GIVING EXPRESS PERMISSION FOR THE FOLLOWING DATA AND INFORMATION COLLECTION.

Information which is collected for performance and functionality includes product installation and install status, install options, product configuration, product uninstallation, product update(s) and update status; operating system information such as type, language, platform and service pack; GUI language(s) used in Comodo products; product launch; and user consent to data collection.

Comodo Dragon Browser produces log files of information about certificate revocation checks which are transmitted to Comodo for analysis. No correlation of personally identifiable information is made or included in the log files.

Additionally, based on user choices and consent at installation, in order to improve the performance, compatibility, and functionality of our products, Comodo may also collect other information such as: installed product name and version(s); information on any default browsers or browsers installed as well as extensions, add-ons, or plug-ins; activity, use, shutdowns, re-start events, and crash reports.

In the event that third party features and functionalities are incorporated in or made available in or through Comodo Dragon Browser, then the policies of those third parties apply. Please visit each third party's license agreement and privacy policy to better understand their terms of use and data collection practices.

### Permissions for Advertisements.

The Comodo Dragon Browser is supported by advertising revenue and may display advertisements. Advertisements may relate to the content of information as part of the

Product or queries made through the Product. The Product may include hyperlinks to other websites or content that Comodo may have no control over or are provided by an entity other than Comodo. You agree that Comodo may place such advertising with the Product in exchange for granting you access to use the Product.

#### Browser Settings

The Comodo Dragon Browser includes default settings for search and home page to predetermined settings. By checking the box during installation, you are consenting to these settings. If after installation, you do not want these settings as the default, you may make changes under the options section of your internet browser.

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.

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

## **8. Miscellaneous**

- 8.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad Street, Suite 100, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.
- 8.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.
- 8.3. Modifications. Comodo may amend or discontinue certain Products offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Products. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 8.4. Waiver. A party's failure to enforce a provision of this agreement does 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 from the waived provision.
- 8.5. Force Majeure and Internet Frailties. 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.
- 8.6. Arbitration. You agree that any dispute, claim or controversy arising out of this agreement shall be determined by binding arbitration and interpreted by New Jersey 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. The notice to Comodo should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

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 Commercial Arbitration Rules 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 the state of New Jersey at a location mutually agreeable to the parties.

- 8.7. Class Action Waiver: Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Comodo will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitration or proceedings.
- 8.8. Governing Law and Venue. The laws of the state 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. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are specifically excluded.
- 8.9. Assignment. You may not assign any of your rights or obligations under this agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without your consent.
- 8.10. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.
- 8.11. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 8.12. Rights of Third Parties. There are no third party beneficiaries under the agreement.

## Terms and Conditions of Included Software and Licenses

The Chromium software and sample code developed by Google is licensed under the BSD license. Other software included in this distribution is provided under other licenses, as listed in the Included Software and Licenses section at the bottom of this page. Source code for software included in this distribution is available from the Chromium website.

For third party implementations, we have provided guidelines on the proper usage of Google branding and attribution.

### BSD License

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- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of the Google Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### Included Software and Licenses

The following third party software is distributed with Chromium and is provided under other licenses and/or has source available from other locations.

<b>Package Name</b>	<b>License</b>
bsdiff	BSD Protection License
bspatch	BSD Protection License
bzip2	<a href="#">BSD license</a>

dtoa	<a href="#">BSD license</a>
hunspell	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
ICU	<a href="#">ICU license</a>
JSCORE	<a href="#">BSD license</a>
libjpeg	libjpeg license
libpng	<a href="#">libpng license</a>
libxml	<a href="#">MIT license</a>
libxslt	<a href="#">MIT license</a>
LZMA SDK	<a href="#">Special exception license</a>
modp_b64	<a href="#">BSD license</a>
Mozilla interface to Java Plugin APIs	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
npapi	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nspr	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nss	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
Pthreads for win32	<a href="#">LGPL 2.1</a>
sqlite	<a href="#">Public domain</a>
tlslite	Public domain
V8 assembler	<a href="#">BSD license</a>
WebKit	<a href="#">BSD/LGPL 2/LGPL 2.1</a>
WTL	<a href="#">Microsoft Permissive License</a>
zlib	<a href="#">zlib license</a>

## **ACCEPTANCE**

BY CLICKING "I AGREE" 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. DO NOT CLICK THE "I AGREE" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

**SCHEDULE D**  
**END-USER LICENSE AND SUBSCRIBER AGREEMENT**  
**Comodo GeekBuddy®**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

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

The GeekBuddy Software includes the feature of Comodo Internet Security Essentials to assist in protecting users from Man In the Middle Attacks. This feature performs a root certificate check, provides an alert when a suspicious root certificate is detected, ends a session once a suspicious root certificate is detected. The feature provides https website detection and tracking, and allows for an exception list for a specific https site.

This End-User License and Subscriber Agreement (this "Agreement") is a legal contract between you, as either an individual or as a business entity, and either (i) Comodo Security Solutions, Inc., a Delaware corporation, if you are outside of China or (ii) Beijing Comodo Software Development Co. Ltd., a Chinese company, if you are located in China (both of which are collectively referred to as "Comodo"). In exchange for use of the Services, you agree as follows:

**1. License.**

1.1. Grant of License. Subject to the limits herein, Comodo grants you a non-exclusive, non-transferable, and revocable license to download, install, back-up, access, and use the Services, including any Documentation files, included GeekBuddy software, or website information accompanying it on up to a total of three personal computers and/or devices. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Services. All rights not expressly granted herein are reserved to Comodo.

1.2. Restrictions. The licenses granted herein are only valid if:

- a. the software is NOT modified in any manner;
- b. the software is only installed and used in accordance with your network security policies, if applicable,
- c. you possess the necessary authority and power to install the software,
- d. you promptly pay all applicable license fees when due, and
- e. this Agreement is mutually accepted between Comodo and Subscriber and has not been breached.

1.3. Updates. For the free evaluation period, Comodo is not obligated to provide updates to the software. If an update is provided and the update is not accompanied by an additional agreement, this Agreement applies to the use and installation of the update. Comodo may make updates to the software without notice, including automatically downloading and installing updates on your computer. Comodo may discontinue or modify the software without notice.

1.4. Trial, Evaluation, and Beta. If this Agreement pertains to a trial, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period

or when Comodo disables access to the software. You shall not use the software after the end of the trial or evaluation period. Annual subscriptions after the trial period will be at the Subscriber's sole option and expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## 2. General

- 2.1. Scope. Comodo's GeekBuddy services are Comodo's paid-for chat-based support services as described on the Comodo website. The specific scope of the Services is in Comodo's sole discretion and may change without notice.
- 2.2. Access. The Services are provided only via Internet chat and remote desktop sharing. Access to the Internet is required to receive the Services, and you are responsible for providing and maintaining your Internet connection. A high speed Internet connection is highly recommended in order to avoid delays or problems with the Services. Services are provided only after you contact Comodo's support personnel using the software distributed with the Services. You warrant that use of the Services complies with all applicable computer and network policies. Prior to receiving the Services, you 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.
- 2.3. Authorization. You authorize Comodo to access your computers and/or devices and delete the files that Comodo deems unnecessary to your computers' operation. You grant Comodo express permission to alter the registry of any computer receiving the Services and to install, configure, and use additional software on your computers as Comodo sees fit. You authorize Comodo to initiate internet chat and remote desktop sharing sessions.

You authorize Comodo to send notifications to your computer for initiating a new session, or continuing closed, disconnected or abandoned sessions to show you potential unresolved problems. You also authorize Comodo to provide a free diagnostic report with a follow up alert message to initiate a chat session to resolve the potential issues identified.

The Services obtain information regarding Windows Event Monitor Logs and registry, and you authorize Comodo to access this information from your computer at all times, even without connection to a Comodo support representative. This information is used for diagnostics of your computer and to generate the free diagnostic reports.

### 2.4 Search /Browser Setting Modification:

GeekBuddy allows users to set a predetermined search engine as the default setting in the internet browser search engine toolbars and makes a predetermined page as the browser home page. By checking the box during installation or an update, you are consenting to this change. If afterward, you do not want the predetermined setting as the default, you may make changes under the options section of your internet browser. Additionally, the search feature protects your search and browser settings in the event other software attempts to change your settings.

- 2.5. Assistance. You shall assist Comodo as reasonably requested by Comodo in diagnosing the computer and providing the Services. Your failure to cooperate with the Comodo representative constitutes a breach of this Agreement. The Comodo representative has sole discretion over any instructions and steps taken in providing the Services.
- 2.6. Additional Software. The Comodo support representative may need to download, run, or use software on your 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 associated with the Diagnostic Software. You shall accept and comply with all such license agreements.

2.7. Uninstall. To uninstall the Services and GeekBuddy software take the following steps:

Go to “Add or Remove” on your operating system. Select or highlight the GeekBuddy program, then click “Remove.” Contact [support@comodo.com](mailto:support@comodo.com) to terminate the agreement. (See Section 7.4, Voluntary Termination).

To uninstall the Comodo Internet Security Essentials feature on your Windows system, click start and go to the Control Panel. In the Control Panel, double click Programs and Features. Find Comodo Internet Security Essentials in the list of programs and click the “Uninstall” button.

Alternatively, click Start, go to All Programs, then the Comodo Internet Security Essentials folder, Comodo Internet Security Essentials and click Uninstall.

### 3. **Limitations**

- 3.1. Scope. The scope and extent of the Services are limited to the options selected by you when registering for the Services. Comodo performs the Services in any manner it sees fit. Comodo may modify the scope, type, and access to the Services 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. Unless your subscription to the services states otherwise, you are solely responsible for backing up and safely storing its data, information, and files. You shall (1) obtain and pay for all equipment and third-party services required to use and receive the Services and (2) be responsible for all content on both your computer and network.
- 3.2. On Site Services. Any services provided onsite are provided solely by a third party and not by Comodo itself. You waive all liability against Comodo for any on site Services and acknowledge that Comodo does not guarantee any on site services performed.
- 3.3. Quality of Services. Comodo provides all Services using commercially reasonable efforts. Comodo does not represent that that commercially reasonable efforts will optimally configure a network or provide you with any significant energy savings.
- 3.4. Compliance with Laws. You shall comply with all laws, regulations, and other restrictions when using the Services. You may not use the Services to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) cause Comodo or a third party distress, annoyance, denial of any service, disruption or inconvenience, or 3) send or receive unsolicited bulk correspondence.

### 4. **Ownership**

- 4.1 Comodo retains ownership at all times over the Services, including all ownership in any software or intellectual property accompanying the Services. You shall not use Comodo’s trademarks except with Comodo’s prior written consent.

### 5. **Promotions**

- 5.1. Terms. Comodo occasionally offers promotions and special offers (“Promotion”) such as free trials. Comodo may terminate a Promotion at any time. If you subscribe to the Services during a Promotion, you shall be bound by the terms of the Promotion as set forth on the advertisement or web page of the Promotion.



- 5.2. Credit Card Required. When subscribing to Promotions, including free trials, Comodo may require you to enter payment information, such as a credit card number. At the end of a trial period, Comodo may automatically charge the entered payment information for the Services unless Comodo is notified by email, through the email address provided during your registration for the Services, of your cancellation of the Services. Annual subscriptions expire one-year from the end of the trial period. Comodo is not obligated to provide notice to you of a trial period's expiration or before your credit card is billed for the Services. You are solely responsible for ensuring that you unsubscribe from any unwanted Services prior the end of the Promotion. No refunds shall be given for a failure to cancel the Services. All Promotions are limited to one per customer. Comodo reserves the right to deny or revoke a subscription to a Promotion for any reason.

## **6. Payment.**

- 6.1. Fees. You may use the Services only after paying Comodo any applicable fees for the Services. All fees are posted on the Comodo website and are subject to change without notice. Comodo may deactivate or disable the Services without notice if you fail to pay the applicable fees. All fees for products and services of less than a 30 day term, such as GeekBuddy One Time Fix, are non-refundable. Any set up fees are non-refundable. You may obtain a refund of the amount paid for the other services within 30 days of the purchase date by emailing [refunds@comodo.com](mailto:refunds@comodo.com). After 30 days, all fees are non-refundable.
- 6.2. Method of Payment. You shall pay all fees in advance using a credit card. Comodo may charge any fees incurred while using the Services (such as renewal fees) to the provided credit card without further notice. If Comodo is unable to bill the credit card provided, Comodo may make the Services inaccessible to you until payment is received.
- 6.3. Billing Issues. You shall notify Comodo of any billing problems or disputes within 30 days after the charge first appears on a statement from the credit card provider. You waive your right to dispute any billing problem if you fail to notify Comodo within the 30 day period.

## **7. Term and Termination**

- 7.1. Term. Unless terminated as allowed under this section, this Agreement continues for as long as you continue to pay the applicable fees for the Services. Comodo may terminate this Agreement without notice if you fail to pay any applicable fees.
- 7.2. Consumer Services. Subscription-based consumer-based services have a subscription period of one year from the date that you register for the Services. Single-use services expire after you or the Comodo representative terminates the support session.
- 7.3. Business Services. Services for business are billed monthly. You may cancel at any time by sending notice of the cancellation to Comodo.
- 7.4. Voluntary Termination. You may terminate this Agreement by uninstalling the software accompanying the Services and contacting [support@comodo.com](mailto:support@comodo.com). In this case, this Agreement terminates upon Comodo's receipt of the email.
- 7.5. Involuntary Termination. Comodo may terminate this Agreement without notice by disabling your account or access to the Services. Comodo may disable your account or deny access to the Services at any time.

- 7.6. Events Upon Termination. Upon termination, you shall cease using the Services and delete all copies of the related Software. Comodo shall not bill you any additional fees but is not obligated to provide refunds for any paid for but unused Services.

## **8. Warranty Disclaimers and Limitations on Liability**

- 8.1. Internet. You acknowledge that the Services are subject to the operation and telecommunications infrastructures of the Internet and that the operation of your Internet connection services, all of which are beyond Comodo's control.
- 8.2. Warranty Disclaimer; Assumption of Risk. YOU ACKNOWLEDGE THAT COMODO PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE". COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SERVICES AND RELATED SOFTWARE. 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 YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY OF THE SERVICES.
- 8.3. Damage Limitation. YOU WAIVE ALL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT. YOU WAIVE ALL LIABILITY FOR 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 claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.
- 8.4. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply only to the maximum extent allowed by law.

## **9. Remedy**

- 9.1. Limitation on Actions. Except for actions and claims related to a party's indemnification and confidentiality 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.
- 9.2. Remedy. Your sole remedy for a defect in the Software is to have Comodo attempt to cure the defect. Comodo is not obligated to correct a defect if (i) the Software was misused, damaged, or modified, (ii) you did not promptly report the defect to Comodo, or (iii) you have breached any provision of this Agreement.

## **10. Privacy**

- 10.1. Privacy Policy. Comodo shall follow the privacy policy posted at <http://www.comodo.com/repository/privacy-policy.php> when using collected personal information. Comodo may revise its privacy policy without notice by posting the amended privacy policy on the Comodo website. You shall periodically review the website to be aware of changes.

- 10.2. Communication. Comodo may send you communications regarding your account, the Services, or its other products and services. By accepting this Agreement, you consent to receiving marketing material from Comodo and its affiliates. You may withdraw this consent later and opt-out of receiving communication not directly related to the Services by emailing [optout@comodo.com](mailto:optout@comodo.com).
- 10.3. Data Collection. Comodo may collect any information necessary to ensure your compliance with this Agreement. Comodo may also collect non-personally identifiable information about your use of the Services, which Comodo may use without restriction. 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.

Internet Security Essentials

Internet Security Essentials assists in protecting users from Man In the Middle Attacks and provides alerts. User information which may be reached or accessed by this feature is detailed below in Exhibit A. Separate uninstallation may be required for this feature, see section 2.7 above for details.

**11. Arbitration.**

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY TRIAL IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.

- 11.1 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:
- 11.2 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 and conducted in English.
- 11.3 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.
- 11.4 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).
- 11.5 You and Comodo agree that "dispute" as defined in this section shall not include any claim or cause of action by You or Comodo for trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution. You agree that a Court, not an Arbitrator, may decide if a claim falls within one of these exceptions.

**12. Class Action and Class Arbitration Waiver.**

- 12.1 Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Comodo will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected

arbitration or proceedings.

### 13. Miscellaneous

- 13.1. Independent Contractors. The parties are acting as independent contractors and not as agents or employees of each other. Neither party has the power to bind or obligate the other, and each party is responsible for its own expenses and employees.
- 13.2. Notices. You shall send all notices to Comodo by first class mail, return receipt requested, in English writing to 1255 Broad Street, Clifton, NJ 07013, United States. Comodo shall send all notices to the email address listed in your account.
- 13.3. Entire Agreement. With respect to the Software, this Agreement is the entire understanding of the parties and supersedes all other agreements that may exist between the parties. The parties may execute one or more counterparts of this Agreement, each of which will be deemed an original copy of the Agreement. Section headings in this Agreement are for reference and convenience only and are not part of the interpretation of this Agreement.
- 13.4. Modifications. Comodo may modify this Agreement by posting an updated copy of the Agreement on its website. Comodo may also amend its website and pricing without notice. You may not modify this Agreement unless the modification is signed by Comodo. Comodo may modify, supplement, or discontinue the Software, in whole or in part, without notice.
- 13.5. 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 from the waived provision.
- 13.6. 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.
- 13.7. Governing Law and Venue. 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.
- The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this agreement and are specifically excluded.
- 13.8. Assignment. You may not assign any of your rights or obligations under this Agreement. Any transfer without consent is void. Comodo may assign its rights and obligations without your consent.
- 13.9. Severability. 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 is deemed omitted and the balance of this Agreement remains valid and enforceable.

- 13.10. Survival. All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.
- 13.11. Rights of Third Parties. There are no third party beneficiaries under this Agreement.

**14. 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.

## GEEKBUDDY

### Included Software and Licenses

The following third party or open source software may be included and is provided under other licenses and/or has source available from other locations.

Component	License
QT	<a href="https://qt-project.org/products/licensing">https://qt-project.org/products/licensing</a>
Google protocol buffers	Apache License, Version 2.0 ( <a href="http://www.apache.org/licenses/LICENSE-2.0">http://www.apache.org/licenses/LICENSE-2.0</a> )

#### The following applies to Google Protocol Buffers:

Google Protocol Buffers - protobuf  
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- \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- \* Neither the name of Google Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Bsdiff	BSD Protection License
Bspatch	BSD Protection License
bzip2	<a href="#">BSD license</a>
dtoa	<a href="#">BSD license</a>
hunspell	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
ICU	<a href="#">ICU license</a>
JSCORE	<a href="#">BSD license</a>
libjpeg	libjpeg license
libpng	<a href="#">libpng license</a>
libxml	<a href="#">MIT license</a>
libxslt	<a href="#">MIT license</a>
LZMA SDK	<a href="#">Special exception license</a>
modp_b64	<a href="#">BSD license</a>
Mozilla interface to Java Plugin APIs	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
npapi	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nspr	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
nss	<a href="#">MPL 1.1/GPL 2.0/LGPL</a>
Pthreads for win32	<a href="#">LGPL 2.1</a>
sqlite	<a href="#">Public domain</a>
tlslite	Public domain
V8 assembler	<a href="#">BSD license</a>
WebKit	<a href="#">BSD/LGPL 2/LGPL 2.1</a>
WTL	<a href="#">Microsoft Permissive License</a>
zlib	<a href="#">zlib license</a>

**Other Licenses:**

7za.dll	GLPL + unRAR
Tor	GLP

## SCHEDULE E

### END USER LICENSE AGREEMENT COMODO SECURE SHOPPING

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE COMODO SECURE SHOPPING SOFTWARE (“PRODUCT”). THE PRODUCT MEANS ALL OF THE ELECTRONIC FILES PROVIDED BY DOWNLOAD WITH THIS LICENSE AGREEMENT. BY USING THE PRODUCT, 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 HEREIN, DO NOT USE THE PRODUCT, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

#### Product Functionality

Comodo Secure Shopping is a container which can run and secure a web application inside a secure environment during online transactions to assist in protecting against potential data exfiltration.

The Product performs a root certificate check, anti-injection, keyboard and desktop protection, copy/paste protection, remote check, private mode support for web browsing, Internet Explorer single process mode support, and self-protection. Protection against potential phishing is provided, as well as detection for https connections while browsing.

This end user license and subscriber agreement is between you (“you” or “Subscriber”), an individual or business entity, and Comodo Security Solutions, Inc., a Delaware company, with offices at 1255 Broad Street, Clifton, NJ 07013 (“Comodo”).

In exchange for your use of the Product, you agree as follows:

#### 1. License

- 1.1. Grant of License. Subject to the limits herein, Comodo grants you a non-exclusive, non-sublicensable, non-transferable, and revocable license to download, install, back-up, and use the Product, including any documentation files or website information accompanying it. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Product. All rights not expressly granted herein are reserved to Comodo. If this is a paid Product, this License grant shall expire at the end of the paid subscription period or at the end of the trial period.
  - a. You can install Comodo Secure Shopping on a single device (laptops, PCs, tablets, mobile devices etc.). Each additional device requires an additional license.
- 1.2. Restrictions. The licenses granted herein are only valid if:
  - (i) the Product is NOT modified in any manner;
  - (ii) the Product is only installed and used in accordance with your network security policies,
  - (iii) you possess the necessary authority and power to install and use the Product,
  - (iv) you promptly pay all license fees when due, and
  - (v) this agreement is accepted without modification and has not been breached.



- 1.3. Registration. If applicable, when registering Product, you must provide accurate information and must update the registration information if it changes. Comodo may limit your ability to use the Product if you fail to complete a required registration process. You may also be required to select a username and password. Maintaining the confidentiality of this password and username is your responsibility. You must notify Comodo immediately of any unauthorized use of your account.
- 1.4. Limited License. If this is for a paid product, the licenses granted herein are only for the number of computers or devices for which you paid for the Product. You can secure additional computers by obtaining a separate license for each computer or device, which might require an additional fee. You must have a license for each computer or device that accesses or uses the Product prior to installing or using the Product.
- 1.5. Updates. Comodo is not obligated to provide updates to the Product. If an update is provided and the update is not accompanied by an additional agreement, this agreement applies to your use and installation of the update. The Product may update automatically without notice.
- 1.6. Technical Support. Comodo is not obligated to provide technical or customer support for Comodo Secure Shopping. In the event technical or customer support is offered or included, Comodo has a right to alter or terminate the support at any time without notice. Please reference any separate support or service agreement for details.
- 1.7. Trial, Free, Evaluation, and Beta. If this agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Comodo disables access to the Product. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that you receive with this Product, then the term for the licenses granted herein shall be for the term that you purchased. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card or account information is required to access a free trial. However, Comodo shall not charge your account or credit card until the trial period has ended. At the end of the trial period, Comodo may bill the account or credit card for the Product without further notice. Participants in a free trial are not entitled to a 30 day refund period. Your termination of this agreement prior to the end of the free trial is required to avoid fees for the Product. Annual subscriptions expire one year from the end of the trial period. Comodo may deny or revoke a free trial for any reason.

## **2. Ownership**

- 2.1. No Ownership Rights. The Product is being licensed, not sold. Comodo retains all ownership rights in and to the Product, including any intellectual property rights therein.
- 2.2. Copyright. The Product 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 the Product.
- 2.3. Content. Content, including files, links, images, and text, made available or accessible through the Product is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This agreement does not give any rights to such content. Comodo does not endorse any such content. You accept all responsibility for security risks and any damage resulting from any content viewed or accessed through the Product, and 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.
- 2.4. Submissions. Any communications sent to Comodo are the property of Comodo or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Comodo is not liable for any use or disclosure of a submission. Except as noted herein,

Comodo is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

### **3. Payment**

- 3.1. Fees. If there is a free version of the Product, it may be used without payment to Comodo. For a paid Product, you must pay the fee listed on Comodo's website prior to using or accessing the Product or any purchase order for the Product. Free and paid for Product are listed on [www.comodo.com](http://www.comodo.com). Comodo may modify fees for paid Product in its sole discretion. Your failure to terminate this agreement after a fee change is posted to Comodo's website constitutes your acceptance of amended prices, which will apply upon your renewal of the Product.
- 3.2. Method of Payment. All fees must be paid in advance. Comodo may automatically charge the account or credit card provided for renewing subscriptions to the Product. However, you remain solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Comodo may, without notice, restrict or remove your access to the Product.
- 3.3. Rejected Charges. If any charges are rejected by your credit card issuer then Comodo may deactivate your account until payment is successfully received. Comodo may deactivate any account that has a disputed charge until Comodo, in its sole discretion, determines the dispute resolved.
- 3.4. Billing Issues. You shall provide Comodo notice of any billing problems or disputes within 60 days after the charge first appears on a statement you receive from your bank, credit card company, or other billing company. Failure to notify Comodo of the problem within the 60 day period is your acceptance of the charges. Comodo is not obligated to provide a refund for any unused Product.

### **4. Restrictions**

- 4.1. Lawful Use. The Product is solely for lawful purposes and use. You are responsible for ensuring that your use of the Product is in accordance with this agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 4.2. Compliance. You shall (1) not interfere or disrupt networks connected to Comodo's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product to distribute or transmit any file that contains malware, viruses, hostile code in any form, (5) not attempt to gain unauthorized access to other computer systems or mobile devices; and (6) not use the Product 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.
- 4.3. Export. You represent that you are not located in and will not modify, export or re-export, either directly or indirectly, the Product to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Comodo, and you must comply with the list as it exists in fact. **COMODO SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.**

### **5. Termination.**

- 5.1. Term. This agreement is effective until terminated by you or by Comodo. You may only use paid Product during the period for which you have paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Comodo website.

- 5.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Product may be terminated by removing all copies of any related software, paying all fees due for the full and entire period of the subscription, and notifying Comodo of your intent to terminate this agreement. Notification of termination must be sent by email to [support@comodo.com](mailto:support@comodo.com). Your termination will be effective upon Comodo's receipt and processing of the email. Processing may take up to 24 hours.
- 5.3. Termination by Comodo. Comodo may terminate this agreement at any time for non-payment by posting notice of the termination on its website or sending an email to the address provided during your registration for the Product. Comodo may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Comodo deems your use to be excessive, Comodo may, with email notice, terminate your account or adjust the price of the Product.
- 5.4. Events Upon Termination. Upon termination, you must immediately cease using the Product and delete all copies of any related software found on your mobile device and any backup copies made. Upon termination, Comodo may disable further use of the Product without further notice and may delete, remove, and erase any account information, any backup data stored by Comodo, and any other information stored or collected by Comodo. Such deletions are in Comodo's sole discretion and may occur without notice to you. No refunds shall be given for any reason.
- 5.5. Uninstall. To uninstall Comodo Secure Shopping on your Windows system, click start and go to the Control Panel. In the Control Panel, double click Programs and Features. Find Comodo Secure Shopping in the list of programs and click the "Uninstall" button.

Alternatively, click Start, go to All Programs, then the Comodo Secure Shopping folder, Comodo Secure Shopping and click Uninstall.

## 6. Indemnification.

- 6.1 Indemnification. You shall indemnify Comodo and its affiliates and their respective directors, officers, employees, attorneys and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that results from your use of the Product, or your infringement on the intellectual property rights of a third party, or any alleged violation of privacy and/or data security of a third party or individual.
- 6.2 Comodo hereby agrees to indemnify, defend and hold harmless You (an "Indemnified Person"), from and against, any and all Losses incurred by You in connection with any claim, action, suit or proceeding by a third party (each, a "Claim") to the extent such Claim arises out of or results from Comodo's direct infringement or misappropriation of a trade secret of a third party or any U.S. patent, registered copyright, or registered trademark related to the use of the Product. Comodo's indemnification obligations shall not apply to the extent any such infringement or misappropriation is the result of: (a) Your independent modification of the Product, or any other product, software or service provided under this agreement where without such modification the Product or other product would not infringe, (b) Your combination of the Product or any other product, software or service provided under this agreement with any other product, or use with any other product, (c) Comodo's adherence to Your express written instructions where such instructions and any modifications, changes or combinations made as a result of said instructions are solely responsible for the claim of infringement, (d) any Claim based on open source software or other third party code included with the Product, (e) any unauthorized use of the Software, or (f) use of the Software other than in accordance with the Documentation (any applicable administration guide for the current version of the Software).

- 6.2.1. Remedy and Liability: In the event that a court of final determination and of competent jurisdiction holds that the Product constitutes a direct infringement or use of the Product is enjoined, Comodo shall, at its sole discretion, do one or more of the following: (i) procure for you the right to continue use of the Product, (ii) provide a modification to the Product so that its use becomes non-infringing, (iii) replace the Product with software that is substantially similar in functionality and performance or (iv), if none of the foregoing alternatives is reasonably available to Comodo, Comodo shall refund the residual value of the purchase price paid by you for the infringing Product, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Software to you. Comodo may also request You to remove all copies of any Product held to be infringing or giving rise to a Claim. THE AGGREGATE LIABILITY OF COMODO AND ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID OR PAYABLE BY YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO A CLAIM. This Section states Comodo's sole liability and your exclusive remedy for intellectual property infringement claims.
- 6.3 Indemnification Procedure. Each Indemnified Person must notify the other party promptly (within 14 days) of a demand for indemnification. However, an Indemnified Person's failure to notify will not relieve the other party from its indemnification obligations except to the extent that the failure to notify materially prejudices a party. The Indemnitor 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. Indemnitor 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.
- 6.4 Additional Liability. Your indemnification obligations are not Comodo's sole remedy for a breach and are in addition to any other remedies Comodo may have against you under this agreement. Your indemnification obligations survive the termination of this agreement.

## 7. Disclaimers and Limitation of Liability.

- 7.1. Internet. You acknowledge that the Product is subject to the operation and telecommunications infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond Comodo's control.
- 7.2. Beta Versions – No Warranty – “AS IS” Product
- If this is a beta or test version, licensee acknowledges that software is prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. The Product may not operate correctly and may be substantially modified prior to first commercial shipment or withdrawn. The Product is provided “AS IS” without any warranty of any kind.
- The entire risk arising out of the use or performance of the Product remains with Licensee. Licensee acknowledges that operating beta software on a production system may have unintended consequences and has been so advised by Comodo.
- 7.3. Guarantee Disclaimer; Assumption of Risk. THIS PRODUCT IS PROVIDED “AS IS.” EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, COMODO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. 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 PRODUCT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT

ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

COMODO HAS NO LIABILITY OR RESPONSIBILITY FOR ANY PRE-EXISTING CONDITION ON YOUR COMPUTERS, DEVICES OR SYSTEMS, INCLUDING FAILURE TO CURE, DETECT OR REMEDY THE CONDITION AFTER INSTALLATION AND USE OF THE PRODUCT.

- 7.4. Damage Limitation. YOU WAIVE ALL LIABILITY OF COMODO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER 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 claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.
- 7.5. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT 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 PRODUCT AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 7.6. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 7.7. 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.

## 8. Privacy.

- 8.1. Privacy Policy. Comodo shall follow the privacy policy posted on its website at <https://www.comodo.com/repository/privacy-policy.php> and <https://www.comodo.com/repository/css-information-collection.php> when collecting and using information from you. Comodo may amend the privacy policy at any time by posting the amended privacy policy on its website.
- 8.2. Permissions: User information which may be reached or accessed by the Product is detailed below in Exhibit A.
- 8.3. 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.
- 8.4. Opt Out. You may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to [optout@comodo.com](mailto:optout@comodo.com). By clicking "I ACCEPT", you affirmatively consent to receiving Comodo's and its affiliates' promotional material.

## 9. Miscellaneous

- 9.1. Notices. All questions, notices, demands, or requests to Comodo with respect to this Agreement shall be made in English writing to: Comodo Security Solutions, Inc., 1255 Broad

Street, Clifton, New Jersey 07013. All notices to you shall be made by posting the notice on the Comodo website.

- 9.2. Entire Agreement. This agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.
- 9.3. Modifications. Comodo may amend or discontinue the Product offered under this agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Product. Comodo may amend this agreement to the extent allowed by law. Comodo will give you notice of these amendments by posting the modified agreement to its website. You must periodically visit Comodo's website to be aware of any changes. Continued use of a Product after an amendment constitutes your acceptance of the change.
- 9.4. Waiver. A party's failure to enforce a provision of this agreement does 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 from the waived provision.
- 9.5. 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.
- 9.6. Arbitration.

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY TRIAL IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.

You agree that any dispute, claim or controversy arising out of this agreement shall be determined by binding arbitration, except as indicated at the end of this section below. 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. The notice to Comodo should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

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 Commercial Arbitration Rules 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 the state of New Jersey at a location mutually agreeable to the parties.

You and Comodo agree that "dispute, claim or controversy" as defined in this agreement shall not include any claim or cause of action by You or Comodo for trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution. You agree that a Court, not an Arbitrator, may decide if a claim falls within one of these exceptions.

9.7 WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND COMODO AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR COMODO WILL SEEK TO HAVE ANY DISPUTE HEARD AS A FEDERAL OR STATE CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATION OR PROCEEDINGS.

9.8 Governing Law

The laws of the State 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.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are specifically excluded.

- 9.9. Assignment. You may not assign any of your rights or obligations under this agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Comodo. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Comodo may assign its rights and obligations without your consent.
- 9.10. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.
- 9.11. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 9.12. Rights of Third Parties. There are no third party beneficiaries under the 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. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

**SECURE SHOPPING**  
**EXHIBIT A**  
**PERMISSIONS AND FEATURES**

**Root certificate check**

This is used to detect a possible malicious SSL connection and SSL sniffing. The root certificates of all SSL connections in protected application(s) are verified using a trusted root certificate list.

If a suspicious root certificate is detected, Secure Shopping provides users a warning that the root certificate is not in the trusted list and can continue with choices of:

1. Protect me and block the website access
2. Ignore the warning and continue browsing.

**Process Isolation (Anti-Injection)**

The processes run in Comodo Secure Shopping environment are isolated from other processes run outside of Comodo Secure Shopping, even in the same operating system. This means that outside process should not be able to open protected application or write/read memory of it, to inject potentially harmful code into the application, or to open threads of protected applications

**Secure Shopper Service protection**

Comodo Secure Shopping service should be protected, which protects against potential code injection or attaching any unwanted functions into the service.

**Keyboard Protection**

Offers protection from key loggers, including an on screen virtual keyboard implemented as a defense against hardware key logger.

**Copy/Paste Protection**

This protection prevents data in Secure Shopping from being copied to other normal applications. Copying data from normal applications to Secure Shopping is still possible.

**Desktop Isolation**

Secure Shopping is able to run in a separate desktop to isolate its windows from other processes, so that it cannot be found by EnumWindows, or be controlled by SendMessage, or be injected by global hooks. Desktop switching between protected environment and Windows desktop is still maintained for the user.

**Remote Check**

Remote control software can be detected and blocked when a protected application is running. The following remote control tools are supported:

1. Windows RDP based - the session id is used to detect.
2. If using Sendinput/kbd\_event/mouse\_event, Secure Shopping intercepts these calls to detect. Once detected, a warning page should be displayed. The user can skip this warning



page and use protected application if they choose. If the calls are detected again, Secure Shopper switches automatically to a warning page.

Secure Shopping also blocks remote control by switching to another desktop with warning information.

3. Teamviewer

4. WebEx

### **Private Mode Support for Browser**

If the browser supports private mode, the browser will run in private mode when opened in the Secure Shopping environment. In private mode, the browsers will not keep the history data which can protect client privacy.

### **IE Single Process Mode Support**

Internet Explorer should run at single process mode in Secure Shopping. With running at single process mode, IE 10 and above versions will open in separate desktops (Secure Shopping desktop and Windows desktop).

### **Screen Capture Protection**

Comodo Secure Shopping screens (both secure desktop and secure browser) can be protected from being captured by screen capture software and Windows default screen print (key stroke for 'PrtScn' on keyboard)

## **SECURE SHOPPING**

### **Included Software and Licenses**

The following third party software is distributed with and provided under other licenses and/or has source available from other locations.

<b>Package Name</b>	<b>License</b>
7zip	<a href="http://7-zip.org/license.txt">http://7-zip.org/license.txt</a>
SimpleJSON Copyright (C) 2010 Mike Anchor	<a href="http://mjpa.in/json">http://mjpa.in/json</a>

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

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IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

**EXHIBIT A**  
**COMODO INTERNET SECURITY ESSENTIALS**  
**PERMISSIONS AND FEATURES**

**Root Certificate Check**

This is used to detect a possible malicious SSL connection and SSL sniffing. The root certificates of all SSL connections in protected application(s) are verified using a trusted root certificate list.

If a suspicious root certificate is detected, Internet Security Essentials provides a warning that the root certificate is not in the trusted list and shows the following choices:

1. Protect me and block the website access
2. Ignore the warning and continue browsing.

**HTTPS Website Detection And Tracking**

When a user opens a browser and enters an https website, Comodo Internet Security Essentials detects that you are accessing https and checks if the certificate presented to browser is compromised or not.

**Exception List For Specific HTTPS Site(s)**

The Product watches all https websites by its default setting. The user has the ability to create an exception list to prevent specific websites from tracking when the Product is enabled.

**Alerts When Suspicious Root Certificate Is Detected**

If a suspicious root certificate is detected, the Product provides users a warning that the root certificate is not in the trusted list and informs the user with an alert.

**End The Session Once A Suspicious Root Certificate is Detected**

If a suspicious root certificate is detected, users are provided a warning that the root certificate is not in the trusted list and can continue with the option of ending the session or ignoring the warning and continuing the session.

Ending the session will close the recent visit done on the current https site.

**Data Collection**

This Product collects the following information: Activation and update related data items, product heartbeat, product used, Internet Security Essentials as a feature of a product in a suite, any specific event, name of the site and details of certificate involved in a Man in the Middle attack, default browser, browser settings, including default search and home page. For purposes of protecting you from Man in the Middle type threats, Comodo collects names of installed applications on your system so as to identify potential causes of non-standard SSL installation.

YOU ARE GIVING EXPRESS PERMISSION TO COMODO TO COLLECT THS INFORMATION AND DATA.