

## TERMS OF SERVICE

### COMODO MOBILE SECURITY FOR ANDROID

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE COMODO MOBILE SOFTWARE AND SERVICES (THE “PRODUCTS”). THE PRODUCTS MEANS ALL OF THE ELECTRONIC FILES PROVIDED BY DOWNLOAD WITH THIS LICENSE AGREEMENT. BY 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 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”), an individual, and either:

- a. if you are not located in China, Comodo Security Solutions, Inc., which has its principal place of business at 525 Washington Blvd., Suite 1400, Jersey City, New Jersey 07310, or
- b. if you are located in China, Beijing Comodo Software Development Co. Ltd., which has its principal place of business at 401 Tower B., Fenglan International Plaza, 32 Beidajie Xizhimen, Haidian District, Beijing, China.

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 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.
- 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 mobile device for which you paid for the Products. You can secure additional mobile devices by obtaining a separate license for each mobile device, which might require an additional fee. You must have a license for each mobile device 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. Technical Support. No technical or customer support is provided for Comodo Mobile Security.
- 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 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 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 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. Ownership**

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 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. 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.
- 3.2. 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.

- 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 Products.

#### **4. Restrictions**

- 4.1. 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.
- 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 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 or mobile devices; 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.
- 4.3. 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.

#### **5. Termination.**

- 5.1. 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.
- 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 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.
- 5.3. 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.
- 5.4. Events Upon Termination. Upon termination, you must immediately cease using the Products 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 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.

## **6. Indemnification.**

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.

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

- 7.1. 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.
- 7.2. 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.
- 7.3. 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. 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.
- 7.4. 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.
- 7.5. 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.

- 7.6. 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 [http://www.comodo.com/repository/privacy\\_agreement.html](http://www.comodo.com/repository/privacy_agreement.html) 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: You hereby expressly authorize and grant permission to Comodo to remotely access, modify and delete personal data such as contacts, emails, addresses, messages, music files, videos, when requested by you. You expressly authorize and grant permission to Comodo to remotely lock a stolen or lost device. Additionally, you expressly authorize and grant permission to Comodo to access your device's Global Positioning System (GPS) location, cellular network location or other similar data. You permit Comodo Mobile Security for Android to send emails or messages from your device.

SPECIFICALLY, YOU ARE GRANTING THIS APPLICATION ACCESS TO THE FOLLOWING:

### SERVICES THAT COST YOU MONEY;

#### Send SMS Messages

Allows the app to send SMS messages. Malicious apps may cost you money by sending messages without your confirmation;

#### Directly Call Phone Numbers

Allows the app to call phone numbers without your intervention. Malicious apps may cause unexpected calls on your phone bill. Note that this doesn't allow the app to call emergency numbers.

### HARDWARE CONTROLS;

#### Change Your Audio Settings

Allows the app to modify global audio settings such as volume and routing.

### YOUR LOCATION;

#### Coarse (network-based) Location

Access coarse location sources such as the cellular network database to determine an approximate tablet location, where available. Malicious apps may use this to determine approximately where you are. Access coarse location sources such as the cellular network database to determine an approximate phone location, where available. Malicious apps may use this to determine approximately where you are;

#### Fine (GPS) Location

Access fine location sources such as the Global Positioning System on the tablet, where available. Malicious apps may use this to determine where you are, and may consume additional battery power. Access fine location sources such as the Global Positioning System on the phone, where available. Malicious apps may use this to determine where you are, and may consume additional battery power.

#### Mock Location Sources For Testing

Allows the app to create mock location sources for testing. Malicious apps may use this to override the location and/or status returned by real location sources such as GPS or network providers.

### YOUR MESSAGES;

#### Receive SMS

Allows the app to receive and process SMS messages. Malicious apps may monitor your messages or delete them without showing them to you.

#### Edit SMS or MMS

Allows the app to write to SMS messages stored on your tablet or SIM card. Malicious apps may delete your messages. Allows the app to write to SMS messages stored on your phone or SIM card. Malicious apps may delete your messages.

#### Read SMS or MMS

Allows the app to read SMS messages stored on your tablet or SIM card. Malicious apps may read your confidential messages. Allows the app to read SMS messages stored on your phone or SIM card. Malicious apps may read your confidential messages.

### NETWORK COMMUNICATION;

#### Full Internet Access

Allows the app to create network sockets.

### YOUR PERSONAL INFORMATION;

#### Read Browser's History and Bookmarks

Allows the app to read all the URLs that the Browser has visited, and all of the Browser's bookmarks.

#### Write Browser's History and Bookmarks

Allows the app to modify the Browser's history or bookmarks stored on your device. Malicious apps may use this to erase or modify your Browser's data.

Allows the app to modify the Browser's history or bookmarks stored on your phone. Malicious apps may use this to erase or modify your Browser's data.

#### Write Contact Data

Allows the app to modify the contact (address) data stored on your tablet. Malicious apps may use this to erase or modify your contact data. Allows the app to modify the contact (address) data stored on your phone. Malicious apps may use this to erase or modify your contact data.

#### Read Sensitive Log Data

Allows the app to read from the system's various log files. This allows it to discover general information about what you are doing with the tablet, potentially including personal or private information. Allows the app to read from the system's various log files. This allows it to discover general information about what you are doing with the phone, potentially including personal or private information.

#### Read Contact Data

Allows the app to read all of the contact (address) data stored on your tablet. Malicious apps may use this to send your data to other people. Allows the app to read all of the contact (address) data stored on your phone. Malicious apps may use this to send your data to other people.

### PHONE CALLS;

#### Read Phone State and Identity

Allows the app to access the phone features of the device. An app with this permission can determine the phone number and serial number of this phone, whether a call is active, the number that call is connected to and the like.

#### Intercept Outgoing Calls

Allows the app to process outgoing calls and change the number to be dialed. Malicious apps may monitor, redirect, or prevent outgoing calls.

### STORAGE;

#### Modify/Delete USB Storage Contents Modify/Delete SD Card Contents

Allows the app to write to the USB storage. Allows the app to write to the SD card.

### SYSTEM TOOLS;

#### Display System-Level Alerts

Allows the app to show system alert windows. Malicious apps may take over the entire screen.

Change Wi-Fi State

Allows the app to connect to and disconnect from Wi-Fi access points, and to make changes to configured Wi-Fi networks.

Prevent Tablet From Sleeping Prevent Phone From Sleeping

Allows the app to prevent the tablet from going to sleep. Allows the app to prevent the phone from going to sleep.

Reorder Running Apps

Allows the app to move tasks to the foreground and background. Malicious apps may force themselves to the front without your control.

Mount And Unmount Filesystems

Allows the app to mount and unmount filesystems for removable storage.

Retrieve Running Apps

Allows the app to retrieve information about currently and recently running tasks. Malicious apps may discover private information about other apps.

Modify Global System Settings

Allows the app to modify the system's settings data. Malicious apps may corrupt your system's configuration.

YOUR ACCOUNTS;

Discover Known Accounts

Allows the app to get the list of accounts known by the tablet. Allows the app to get the list of accounts known by the phone.

HARDWARE CONTROLS;

Control Vibrator

Allows the app to control the vibrator.

NETWORK COMMUNICATION;

View Wi-Fi State

Allows the app to view the information about the state of Wi-Fi.

View Network State

Allows the app to view the state of all networks.

PHONE CALLS;

Modify Phone State

Allows the app to control the phone features of the device. An app with this permission can switch networks, turn the phone radio on and off and the like without ever notifying you.

SYSTEM TOOLS;

Kill Background Processes

Allows the app to kill background processes of other apps, even if memory isn't low.

Automatically Start At Boot

Allows the app to have itself started as soon as the system has finished booting. This can make it take longer to start the tablet and allow the app to slow down the overall tablet by always running. Allows the app to have itself started as soon as the system has finished booting. This can make it take longer to start the phone and allow the app to slow down the overall phone by always running.

DEFAULT;

Modify Battery Statistics

Allows the app to modify collected battery statistics. Not for use by normal apps.

- 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 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.

**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., 525 Washington Blvd., Suite 1400, Jersey City, New Jersey 07310. All notices to you shall be made by posting the notice on the Comodo website.
- 9.2. 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 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.

- 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. Governing Law and Venue.
- (i) If you are not in Asia, then 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.
  - (ii) If you are in Asia, then the laws of the People's Republic of China 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 courts of Beijing, China.
- 9.7. 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.
- 9.8. 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.
- 9.9. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 9.10. 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. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.