

COMODO MOBILE SECURITY FOR ANDROID

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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 1255 Broad Street, Suite 100, Clifton, 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

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- 1.2. Restrictions. The licenses granted herein are only valid if:
 - (i) the Products are NOT modified in any manner;
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 - (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.
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- 1.7. Trial, Free, Evaluation, and Beta License. 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. Any Limited Guarantee which may be set forth 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.

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- 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. 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.

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- 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.

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- 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.
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a. Uninstall

To uninstall Comodo Mobile Security, you should remove the application from device administration screen first. You can find the menu under "Settings - Security - Device Administrators." You need to disable the check mark from Comodo Mobile Security under the Device Administrator menu. Then you should go to "Settings – Application Manager" menu and find Comodo Mobile Security from the list. You should tab on application name to see the details on App info menu. Under App info menu, you can see the action buttons. You should choose and tab "Uninstall". (Note: Menu names and order may not be exactly as described here due to Android versions and manufacturer customization). Please contact Comodo if you need further help.

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.
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- 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/reposit/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. You expressly authorize and grant permission to Comodo to view if your device is rooted. 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.

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.

Directly Call Phone Numbers

Allows the app to call phone numbers without your intervention.

HARDWARE CONTROLS;

Change Your Audio Settings

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

Take Pictures and Videos

Allows the app to take pictures and videos with the camera. This allows the app at any time to collect images the camera is seeing.

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.

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.

Mock Location Sources For Testing

Allows the app to create mock location sources for testing.

YOUR MESSAGES;

Receive SMS

Allows the app to receive and process SMS messages.

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.

Read SMS or MMS

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

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 or phone.

Write Contact Data

Allows the app to modify the contact (address) data stored on your tablet or your phone.

Read 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 or phone.

Read Calendar Events

Allows the app to read all calendar events stored on your tablet, including those of friends or coworkers. Allows the app to read all calendar events stored on your phone, including those of friends or coworkers.

Add or Modify Calendar Events and Send Email to Guests Without Owners' Knowledge

Allows the app to send event invitations as the calendar owner and add, remove, change events that you can modify on your device, including those of friends or co-workers.

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.

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.

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.

Mount And Un-mount File Systems

Allows the app to mount and un-mount file systems for removable storage.

Retrieve Running Apps

Allows the app to retrieve information about currently and recently running tasks.

Modify Global System Settings

Allows the app to modify the system's settings data.

Change Network Connectivity

Allows the app to change the state of network connectivity.

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.

Kill Background Processes

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

YOUR ACCOUNTS;

Discover Known Accounts

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

HARDWARE CONTROLS;

Control Vibrator

Allows the app to control the vibrator on the phone or tablet.

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.

CLOUD SCAN;

Sends the hash code of each application installed on the user device.

- 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. 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., 1255 Broad Street, Suite 100, 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 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. Arbitration/ Governing Law. To the extent permitted by law, before you may begin arbitration with respect to a dispute involving any aspect of this Agreement, you shall notify Comodo, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the American Arbitration Association (hereinafter referred to as the "AAA").

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.

There shall be one Arbitrator to hear the matter. The parties shall initially agree to a panel of 3 possible Arbitrators to hear the matter and each party shall have the opportunity to name one Arbitrator to be dropped from the panel until one remains. The party giving notice of the Arbitration demand shall be first to indicate its selection.

All costs of the Arbitration and the AAA shall be borne equally by both parties to this agreement, regardless of the final decision. The defaulting party, as determined by the Arbitrator, shall pay all other costs and expenses, including reasonable attorney's fees, incurred by the party in enforcing its rights under this Agreement.

To the extent any matter of this Agreement cannot be covered by Arbitration, 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.

- 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.

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Sun BCL

<http://www.oracle.com/technetwork/java/javase/downloads/jdk-6u21-license-159167.txt>

Skyhook

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