

END USER LICENSE AGREEMENT
COMODO ONLINE SECURITY

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE COMODO ONLINE SECURITY 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 Online Security (COS) is a browser based extension that offers protection against potential phishing and malicious URLs on a supported browser.

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”), or

if you are located in the European Economic Area, then Comodo Security Solutions, Ltd., which has its principal place of business at Third Floor, 26 Office Village, Exchange Quay, Trafford Road, Salford Manchester M5 3EQ, United Kingdom, is the entity responsible for any data or information that is processed or controlled and associated with this Product.

Each are hereinafter referred to as “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 Online Security 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 Online Security. 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. Restrictions

- 3.1. 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.
- 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 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.
- 3.3. 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.

4. Termination.

- 4.1. 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.
- 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 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. 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 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.
- 4.4. 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.
- 4.5. Uninstall. Comodo Online Security is a browser extension and the browser specific extension uninstallation procedure should be followed to uninstall it.

5. Indemnification.

- 5.1 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.
- 5.2 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 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.

6.2. 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.

- 6.3. 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.

- 6.4. 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. IN NO EVENT SHALL COMODO'S LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT. IF THIS IS A FREE PRODUCT, THE MAXIMUM AGGREGATE LIABILITY OF COMODO SHALL BE ONE HUNDRED U.S. DOLLARS (\$100 USD). 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.

- 6.5. 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.
- 6.6. 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.
- 6.7. 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.

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.
- 7.2. Permissions: User information which may be reached or accessed by the Product is detailed below:

Comodo Online Security offers detection if a browsed URL is in a malicious category (such as malware, phishing, or suspicious category). The user browsed URLs are submitted to Comodo to verify if a given URL falls within one of the malicious categories and for analysis. Also, in case a URL is found in one of the blocked categories, any user taken action (such as an ignored warning or not) on a given URL will also be reported to Comodo.

The following information is sent to Comodo to know installations: product ID, to identify itself; product version; anonymous ID created for the extension during installation; operating system name; operating system service pack; determining if the extension is active or not.

For the browsed URL, Comodo also collects the following fields: browser name; browser version; URL verdict; URL browsed; URL Mime-type; product Id, to identify extension itself; browser extension version; URL protocol i.e. protocol part of URL (http or https); Anonymous ID created for extension during installation, upon every installation a random id is created.

If the user is shown a blocked warning page, Comodo collects the user action on the page and the following: browser name; browser version; user action identifier; Comodo verdict for the URL; the URL itself; product ID, to identify extension itself; browser extension version; anonymous ID created for extension during installation, upon every installation a random id is created.

YOU ARE GIVING EXPRESS PREMISSION TO COMODO FOR COLLECTION OF THIS INFORMATION. IF YOU DO NOT WANT TO PROVIDE THIS INFORMATION TO COMODO, DO NOT DOWNLOAD, USE, OR INSTALL THIS PRODUCT.

- 7.3. 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.

- 7.4. 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. By clicking "I ACCEPT", 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, 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 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.
- 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. 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.
- 8.6. 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.

8.7 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.

8.8 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.

- 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.

ACCEPTANCE

BY INSTALLING THIS EXTENSION IN SUPPORTED BROWSER, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS. DO NOT CLICK TO INSTALL THIS EXTENSION IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.

SCHEDULE 1

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.

Package Name	License
jQuery v3.2.1	MIT https://jquery.org/license/
Bootstrap v3.3.4	MIT http://getbootstrap.com/
murmurHash3.js v2.1.2	MIT http://github.com/karanlyons/murmurH
JSZip v3.1.3	MIT http://stuartk.com/jszip