

CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”) is a binding agreement between SITELOCK, LLC, an Arizona limited liability company (the “SiteLock”) and the party set forth in the related Registration Form (“Customer”) incorporated herein by reference (together with any subsequent Registration Forms or other online signup, acceptance or order form submitted by Customer, including through e-mail, chat or phone conversations with SiteLock salespersons (collectively, the “Registration Form”)), and applies to the purchase of all services ordered by Customer on the Registration Form and the use of the information, tools and functionality located on SiteLock.com, through any SiteLock.com APIs, or through any software or other websites that interface with SiteLock.com or its API (collectively, the “Services”). As used herein the term “Customer” shall also include any and all users, customers, subscribers, affiliates (including without limitations users or non-users to whom the SiteLock provides links or banners to promote the services or products of the SiteLock or any third party the services or products of which are offered by or obtained through or in connection with the SiteLock), resellers or others (i) who sign up for, use or obtain services or products from the SiteLock or from any third party services or products of which are offered by or obtained through or in connection with the SiteLock, or (ii) who visit the websites of the SiteLock or its affiliates.

PLEASE READ THIS AGREEMENT CAREFULLY.

BY SIGNING UP FOR AND USING THE SERVICES OR BY CLICKING THE CHECKBOX OR “I ACCEPT” BUTTON IN THE REGISTRATION FORM, THE CUSTOMER HEREBY AGREES TO THE FOLLOWING TERMS OF SERVICE AND ANY TERMS INCORPORATED HEREIN BY SPECIFIC REFERENCE, INCLUDING, BUT NOT LIMITED TO, THE ACCEPTABLE USE POLICY AND PRIVACY POLICY POSTED AT <http://www.sitelock.com/terms.php> (COLLECTIVELY, THE “TERMS”). CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING OUR ACCEPTABLE USE POLICY. CUSTOMER’S USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

SITELOCK RESERVES THE RIGHT TO MODIFY OR AMEND THESE TERMS WITHOUT NOTICE AT ANY TIME, AND SUCH MODIFICATION WILL BE EFFECTIVE UPON POSTING BY THE COMPANY ON ITS WEBSITE. CUSTOMER AGREES TO BE BOUND BY ANY CHANGES TO THESE TERMS WHEN CUSTOMER USES THE SERVICES AFTER ANY SUCH MODIFICATION IS POSTED. IT IS THEREFORE IMPORTANT THAT CUSTOMER READ THIS PAGE REGULARLY TO ENSURE CUSTOMER IS UPDATED AS TO ANY CHANGES.

NOTE: THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY “DISPUTE” (AS DEFINED BELOW) BETWEEN YOU AND THE COMPANY.

1. Definitions

- a. “SiteLock Website” means SiteLock’s systems accessible by the Internet that facilitate, provide or describe the Services.
- b. “Devices” shall mean any computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices.

- c. "Expert Services" shall mean secure web design and website cleaning services, either manually or automatically through services such as the SiteLock's Secure Malware Alert & Removal Tool (SMART).
- d. "IPs" means Internet Protocol addresses.
- e. "Security Audits" are audits conducted to determine the compliance of network Devices that have published security standards and to disclose security vulnerabilities and may include, but are not limited to, port scanning and port connections, assessing services by checking versions and responses to certain requests, and crawling websites to perform testing of forms, application responses, or to confirm the existence of certain files, downloading and scanning the source code files of websites.
- f. "Services" means those services offered by the SiteLock and purchased by Customer, including Expert Services.
- g. "Web Host" means either the Customer, or the agent of the Customer, that maintains the hardware and/or the software of the Customer's website on the Customer's behalf.

2. **Right to Use the Services; License Grant; Ownership.** Subject to Customer's compliance with the provisions of the Agreement, Customer is granted a nonexclusive, non-transferable, non-sublicensable, revocable, fee bearing, limited right to access and make use of the Services for Customer's internal purposes. Customer agrees not to (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share any of its rights under this Agreement with or to anyone else; (ii) modify, alter, reverse engineer, disassemble, de-compile, translate the Services and/or accompanying documentation, or grant any third party the right to do so; or (iii) violate any applicable laws or use the Services for any activities or content that is illegal under applicable law.

All intellectual property rights evidenced by or embodied in the Services, are owned exclusively by SiteLock and its suppliers. The rights granted to Customer are limited to those expressly stated in this Agreement. No additional rights or licenses are being granted by implication or otherwise and all such rights and licenses are expressly reserved. Any ideas, suggestions, modifications and the like made by Customer with respect to the Services will be the property of SiteLock regardless of whether SiteLock chooses to exercise its rights to incorporate such ideas, suggestions or modifications into the Services.

3. **Access Requirements; Restrictions.** Except as explicitly set forth herein, Customer is solely responsible for acquiring and maintaining all of the equipment, software and services necessary to access and make use of the Services, including without limitation paying all fees and other costs related to internet access and for configuration changes that may be required to route activity to the Services. As a prerequisite for provision of the Services, Customer hereby agrees to ensure that all traffic to its website will be rerouted to the applicable IP address as set forth in the applicable SiteLock set up procedure and shall fully comply with all ICANN rules and regulations and any applicable internet registrar procedures. In the event of expiration or termination of any Services that require DNS routing, Customer will be solely responsible for rerouting its DNS traffic back to its IP

address and SiteLock and its partners and suppliers shall have no liability for Customer's failure to do so. Customer agrees that for the purpose of enabling the provision of the Services, SiteLock may cache on its servers content and/or meta data contained in Customer's website and/or sent to Customer's website ("Customer's Content"), including without limitation rerouting Customer's Content and all traffic directed to Customer's website to another SiteLock designated IP address. Customer hereby grants SiteLock and its partners a nonexclusive, worldwide, fully paid-up, royalty-free license to use, transfer, display, minimize and compress Customer's Content solely for the purpose of providing and improving the Services. Such license will apply to any form, media, or technology now known or hereafter developed. Customer hereby warrants and represents that: (i) it is the sole owner of and/or holds all necessary rights in and to Customer's Content; (ii) there are no restrictions which prevent or restrict Customer from granting SiteLock the license above. SiteLock is not a back-up service and does not keep a copy of Customer's Content. If Customer's right to use the Services is terminated or is not renewed, SiteLock may, without notice, deny access to any of Customer's Content or delete or deny access to any data that may remain in its possession or control. SiteLock acknowledges that content of Customer's website and information its users send to the website is Customer's confidential information and SiteLock will not disclose such information to third parties.

4. **Prohibited Uses.** Customer is not permitted to use or direct the Services to interact with Devices or IPs if Customer is not expressly authorized to do so. Customer may not use the Services in a manner as to produce unreasonable load on Devices or IPs to which Customer has directed the Services to interact. Customer may not use any of the SiteLock IP or Devices, directly or indirectly, to initiate, transmit, contribute, hack, or crack, direct or attempt any attack, or send bandwidth saturation, malicious or potentially damaging network messages to any Device, whether owned by the SiteLock or not. Customer must not direct any such attacks of any kind using any protocol at any of SiteLock's Devices. Customer may not direct bots, crawlers, spiders or any other automated process at SiteLock's computer systems. Customer must not, through the use of the Services or by any other means, create excessive load on any of SiteLock's Devices. Customer must not use the Services or SiteLock's Devices to perform any unlawful activity including but not limited to computer crime, transmission or storage of illegal content, or content or software in violation of intellectual property and copyright laws. If Customer gains access to any unauthorized information, then the Customer is required to report such access to SiteLock immediately and destroy any and all electronic or hard copies of such information. A breach of any of the covenants discussed above will result in immediate termination of Services and, possibly referral to law enforcement authorities.
5. **Customer Identity and Authority.** Customer will be required to provide current and accurate information in all electronic or hardcopy registration forms submitted to SiteLock in connection with the Services. By accepting Services, Customer agrees not to impersonate or misrepresent in any way its affiliation or authority to act on behalf of any person, company, or other entity. By accepting these Terms or subscribing to the Services, the Customer agents using the Services or accepting these Terms, certify that he/she/it is authorized to act on behalf of the Customer, and are authorized by Customer as a representative of an individual, business or other legal entity having contractual usage rights granted by Web Host or an Internet Service Provider (ISP) owning or licensed to use, any and all IPs and the associated Devices to which you direct the Services to be performed. Customer agrees to cooperate with SiteLock in reasonable measures to verify the identity

and authority of persons using the Services.

6. **Ineligible Parties.** To the extent permissible by law, Customer is ineligible to subscribe to the Services if: (1) Customer is a competitor of SiteLock, (2) Customer or its agents using the Services have been convicted of any computer or Internet related crimes, (3) Customer is more than sixty (60) days past due on any monies owed to SiteLock, or (4) Customer is located in a region that prohibits Customer from using the Services by law.
7. **Conduct and Content.** Customer will use the Services in a businesslike and reasonable manner in accordance with the law. Customer will be responsible for its conduct while using the Services, as well as for any content Customer posts, distributes, transmits or solicits from others while using the Services. Customer will not use the Services in a way to distribute, link-to, transmit or solicit any content of any type that: (1) is unlawful, libelous, violates a contract, or regulation; (2) is obscene, harmful to minors, pornographic, invasive to another's privacy, racist, unethical, or otherwise offensive; (3) solicits or advocates criminal behavior, violence or racism; (4) includes any computer code intended to disrupt, damage or impair any computer or network systems and software, such as viruses, trojans, back doors, or macros, whether or not any damage occurs; (5) covertly intercepts, downloads, copies, detrimentally interferes with, damages, or expropriates any system, data, or personally identifying information; (6) defaces the SiteLock Website or Services in any way; or (7) expose your account access information such as Customer password or secret question. Customer will conform with all applicable laws, regulations, and SiteLock's policies regarding on-line conduct and content, including its Acceptable Use Policy.
8. **Security.** Customer will not provide access to the Services by; (1) permitting unauthorized users to use Customer's account; (2) making an account for someone who is not authorized to perform the role or view the information for which Customer has been granted access; or (3) failing to withdraw access for those persons who are no longer authorized to access the Services for any reason. Customer will immediately report to SiteLock any unauthorized access from its account or the accounts of others for which Customer has authority, including but not limited to the use of accounts, passwords, or any other breach of security. Customer will not access another's account, nor disrupt, interfere, or limit the functioning of the Services, or other's enjoyment of the Services. Customer will not solicit other party's password for any reason.
9. **Term of Service.**
 - a. **Term.** Customer agrees that the Agreement shall remain in effect for as long as Customer subscribes to, or uses the Services.
 - b. **Automatic Renewal.** SiteLock shall automatically renew the Services for the same subscription period unless canceled by Customer per Section 19 herein. Customer's account will be automatically charged each subscription period in advance. As long as Customer's website qualifies for the displaying of SiteLock's logos/images, Customer may continue displaying the seal for the remaining period. Customer agrees that subscription based Services will automatically renew at the end of each subscription period, at the then current list price for the Service, unless Customer cancels per Section 19 herein. Such cancellation must be made at least thirty (30) days prior to the end of Customer's current subscription period. Each renewal of Services shall again be subject to these or modified Terms in effect at the time of renewal.

- c. Termination of Service. Customer agrees that this agreement can only be terminated by Customer after the expiration of the Term pursuant to Section 19 herein, and after Customer has stopped using the Services and has paid all monies owed to SiteLock. Customer agrees that SiteLock can terminate this agreement at any time with or without cause, if SiteLock has reason to believe that Customer is violating the Terms in any way, or if the Service is permanently discontinued.

10. **Expert Services.**

- a. In the event SiteLock provides Expert Services to Customer, Customer understands, acknowledges and agrees to allow SiteLock to perform any and/or all of the following:
 - i. Use credentials provided by Customer to log in to Customer's website through Customer's control panel and/or FTP;
 - ii. Download Customer's website including but not limited to the website images, pages, code, database, and any associated applications related to Customer's website;
 - iii. Diagnose, repair, and/or remove any malware or links to malware, modify code to remove vulnerabilities identified to be database or cross-site scripting types of hacks;
 - iv. Perform web design services and/or create new webpages;
 - v. Re-upload Customer's website and/or modify Customer's login credentials to any application, account, and/or related matters;
 - vi. Contact Customer's hosting company on the customer's behalf;
 - vii. Contact Google, Phishtank and/or other malware listing authorities on the Customer's behalf.
 - viii. Customer's may also use SiteLock's SMART (Secure Malware Alert & Removal Tool) to perform scans in addition to the activities discussed in sections 8(a)i through iv discussed above.
- b. In the event SiteLock provides Expert Services to Customer, Customer shall assist SiteLock as follows:
 - i. Modifying Customer's login credentials for FTP account(s), hosting account(s), applications, and e-mail account(s), using a strong password (i.e. upper case characters, lower case characters, numbers, symbols);
 - ii. Keeping up-to-date and running all anti-virus software on all Devices;
 - iii. Research any plug-ins, scripts, programs, themes the Customer implements for known security vulnerabilities;
 - iv. Removing any known and/or unresolved vulnerabilities;
 - v. Removing unused FTP accounts;
 - vi. Removing all unknown cron jobs;
 - vii. Securing the php configuration settings in a Customer's php.ini;
 - viii. Updating the file permissions for files and folders in a Customer's account;
 - ix. Purchasing any required upgrades of third-party software necessary to prevent security vulnerabilities.

11. **DISCLAIMER OF WARRANTY.**

- a. SiteLock does not guarantee the accuracy of information found through its Services.

Customer reliance on information found through its Services is at your own risk.

- b. THE SERVICES, AND ALL ITS CONTENTS, ARE PROVIDED TO CUSTOMER “AS IS.” THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, OR DATA ACCURACY.
- c. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ANY OTHERS INVOLVED IN CREATING THE SERVICE BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES RESULTING FROM ANY CIRCUMSTANCE INVOLVING THE SERVICES (INCLUDING BUT NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, UNAUTHORIZED USE OF THE WEBSITE, LOST DATA, DELAY IN OPERATION OR TRANSMISSION, BREACH OF SECURITY, LINE FAILURE, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE WEBSITE, OR COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARMFUL COMPONENT), EVEN IF CUSTOMER HAS ADVISED THE COMPANY IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE.
- d. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CONTENTS AVAILABLE THROUGH THE SERVICES IN TERMS OF THEIR TIMELINESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CUSTOMER SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THE WEBSITE CONTAINS ALL THE RELEVANT INFORMATION AVAILABLE. WE UNDERTAKE NO OBLIGATION TO VERIFY OR MAINTAIN THE CURRENCY OF SUCH INFORMATION.
- e. Applicable laws may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to Customer. However, in no event shall SiteLock’s aggregate liability to you or any third party for damages, losses, and causes of action exceed the amount paid by Customer, if any, for accessing the Services or \$100, whichever is less. Customer agrees to bring any and all actions within one year from the date of the accrual of the cause of action, and that actions brought after this date will be barred.
- f. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM THE COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TERMS.

12. **Limitation of Liability.** Customer understands and acknowledges that, in some situations,

based on analysis of Customer practices by SiteLock, certain automated or manual system probes to identify website and network vulnerabilities (i) will be inherently invasive and intrusive, and include attempts by SiteLock or its agents, as applicable, to gain unauthorized access to Customer's systems in an effort to make Customer aware of those areas in which Customer's system is vulnerable to intrusion, damage, and/or unauthorized use, (ii) may result in inadvertent damage to Customer's system as a result of dissimilarities among network systems, (iii) may cause excessive amounts of log messages resulting in excessive disk space consumption, (iv) may cause degradation of Customer's system as a result of attempts to penetrate it including, but not limited to possible "slowdowns," "hanging" or "crashing" of Customer's system, possible failure of Customer's system as a result of attempts to invade it, or any other damage resulting from intrusive and/or invasive techniques used to gain access to Customer's system. Customer hereby gives its informed consent to intrusion into Customer's systems by SiteLock and its agents for the sole purpose of performing the Evaluation Services provided herein. Customer hereby authorizes SiteLock to perform Security Audits, on any Devices and IPs specified by Customer. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT SITELOCK WILL NOT BE LIABLE FOR ANY DELAYS OR DAMAGES CAUSED BY SITELOCK'S SERVICES, INCLUDING EXPERT SERVICES, OR SECURITY AUDITS.

CUSTOMER ALSO EXPLICITLY AGREES THAT SITELOCK SHALL HAVE NO LIABILITY OR OBLIGATION, WHETHER ARISING FROM CONTRACT, WARRANTY, TORT, OR OTHERWISE, FOR ANY LOSS OF REVENUE, PROFIT, DATA, USE OF MONEY, USE OF TIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, FORESEEN, FORESEEABLE, UNFORESEEABLE, OR OTHERWISE, ARISING FROM YOUR USE OF THE SERVICES, TO THE EXTENT ALLOWED BY LAW. THIS LIMITATION APPLIES TO ALL CLAIMS OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO THOSE OCCURRING FROM SERVICE AVAILABILITY, YOUR ACCESS AND USE OF THIRD PARTY SERVICES, CONTENT OR SOFTWARE, OR ANY OTHER MATTER RELATED TO THE SERVICES.

13. **Copyright and Intellectual Property.** All information provided by SiteLock in connection with the Services is protected under copyright law. Except when authorized in writing by SiteLock or elsewhere in these Terms, Customer must not distribute or duplicate this information in any form, whether for commercial purposes or not, any part of the Services. Unless indicated otherwise, Customer may view, download, copy, and print SiteLock's documents from the Services, as long as such documents are only for Customer's use and are not displayed, distributed, customized, including defacing or removing copyright, trademark or other intellectual property ownership notices.
14. **Right to Display SiteLock's Seals.** Customer will only place this SiteLock HTML code on sites that have SiteLock approval. The SiteLock's seals shall at all times be served only from SiteLock's designated servers and remain SiteLock property and under full control of SiteLock. SiteLock shall have the right to terminate the display of SiteLock's seals should any Customer website, and/or any other device being scanned that is used in connection with that website or its services, fail to meet SiteLock's certification guidelines. Removal of SiteLock's seals for the reasons stated in the previous sentence does not relieve any financial obligation that the Customer has to SiteLock, nor does it constitute any responsibility for SiteLock to provide refunds during the time that the seals are not displayed. Should

Customer discontinue the Services, Customer agrees to immediately delete all HTML source code supplied by SiteLock from Customer's servers. Customer is prohibited from using SiteLock's seals for or on behalf of any other organization or in connection with any domain name and/or organization name other than those permitted by SiteLock, which is registered and established under Customer's account. Customer will not modify SiteLock's seals in any form, alter the data contained within the image, alter the file name of the image, or artificially alter the size or shape of the image(s). The right to display SiteLock's seals is a non-exclusive and non-transferable, limited license which may be rescinded at any time at the sole discretion of SiteLock.

15. **Privacy.** By agreeing to these Terms, the Customer also agrees that SiteLock may gather and use Customer personnel's personally identifying information in agreement with SiteLock's Privacy Statement. The Customer furthermore agrees to avoid accessing or revealing private or personally identifying information using the Services, and to obey any and all provisions of the Privacy Statement that may affect use of the Services. SiteLock's Privacy Statement is incorporated herein by reference, and is subject to change from time to time at SiteLock's sole discretion.
16. **Use of Interactive Services.** Any support tools, chat rooms, forums blogs, or additional interactive tools associated with the Services are intended as a tool to converse about computer security issues, generally available SiteLock products, services, and other business and technical issues associated with the use of the Services. Customers are not permitted to use these interactive services to solicit business. SiteLock does not typically screen or edit user's content or monitor interactive services, except as needed to provide technical and customer support, but reserves the right to do so in the future. SiteLock is not responsible for any unintended or prohibited content.
17. **Confidentiality.** Except as provided in SiteLock's Privacy Statement, SiteLock and Customer agree, that for a period of one (1) year following the expiration or termination of the Services, to hold each other's Confidential Information (as defined below) in confidence and neither party will disclose any of that information to any third party without the prior written consent of the disclosing party. The parties additionally agree to use such Confidential Information of the disclosing party only for the purpose of performing the party's obligations of this Agreement. Further, the receiving party shall use the same degree of care it would use with respect to its own Confidential Information in order to prevent the unauthorized disclosure to a third party, but can in no event use less than reasonable care. Customer understands and agrees that SiteLock can transfer the Customer's data, which was gathered by the Services purchased by Customer, to SiteLock data centers for purposes of fulfilling SiteLock's obligations under these Terms. "Confidential Information" shall mean any non-public, proprietary information including, but not limited to, any information, data, equipment, designs, drawings, specifications, documentation, diagrams, development, flow charts, research, techniques, source code, ideas, inventions, concepts, software, processes, models, technical data or know-how relating to discoveries, object code, business plans or opportunities, business strategies, future projects or products, projects or products under consideration, procedures, and information related to finances, costs, prices, vendors, customers and employees that is disclosed by such party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other party or any of its employees or agents. Customer agrees that passwords and/or secret question used by Customer to access its account and to

receive Services will be treated as Confidential Information. Customer further agrees that the logos, trademarks or other identifying characteristics of Customer are not Confidential Information and that SiteLock may identify Customer as a customer, provided that such reference does not include any Confidential Information. The obligations to protect Confidential Information in this Section shall not apply to information which: (1) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (2) is or becomes publicly known through no act or failure to act on the part of the receiving party; (3) is approved by the disclosing party for disclosure without restriction; (4) became rightfully known to the receiving party, without confidential or proprietary restrictions, from a source other than the disclosing party; (5) is or was developed independently by the receiving party without use of or reference to any of the Confidential Information and without violation of any confidentiality restriction; or (6) is required to be disclosed by law.

18. **Billing.** SiteLock will charge Customer in advance for each subscription period. When Customer subscribes to the Service, Customer must give SiteLock a valid email address and a payment method (credit card) that SiteLock accepts. SiteLock reserves the right to stop accepting Customer's payment method or Customer's payments. Customer must advise SiteLock at once if Customer's payment method expires, Customer closes their account, Customer's billing address changes, Customer's email address changes, or Customer's payment method is cancelled and replaced on account of loss or theft.
19. **Cancellation.** All cancellation requests must be submitted by calling our Customer Care Department at (415) 390-2500 and must be made prior to the expiration of the Service term.
20. **Sales/Use Tax.** Customer shall pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, with the exception of taxes based on SiteLock's net income.
21. **Refund Policy.** Customer may be eligible for a refund of some or all subscription fees in the event SiteLock's products and services (collectively the "Services") fail to perform, as determined solely by SiteLock. Any refund request must be made, in writing including the reasons for the refund, within thirty (30) days of signing up for the Services. In the event of a refund, SiteLock may not be able to refund any taxes that Customer paid. SiteLock will use commercially reasonable efforts to refund promptly any charges (less any amounts that Customer owes) to Customer. This Refund Policy shall not apply if Customer is found to be in violation of SiteLock's terms of service.
22. **Breach.** Customer will be in breach of this agreement if the Customer fails to pay any amount owed to SiteLock when due, subject to a 10 day grace period, or Customer fails to comply with the Terms of this Customer Agreement, Privacy Policy or Acceptable Use Policy. Unless otherwise stated, fees for Services are due in advance and subject to payment terms in the invoice(s) for the Services, which are incorporated into these Terms by reference. If Customer is found to be in default, SiteLock may take any or all of the following actions to remedy the default and protect its interests: (1) declare all unpaid monies immediately due and payable; (2) terminate the Services; (3) take any other lawful action SiteLock deems to be appropriate to enforce Customer's obligations under these Terms and/or a Minimum Commitment Contract. Customer agrees to pay costs and reasonable attorney's fees SiteLock might incur while enforcing its rights under this agreement.

23. **Indemnity.** Customer agrees to indemnify, hold harmless, and defend SiteLock, its agents, suppliers, officers, directors, employers, licensors, and/or third party information providers, or other connected parties from and against all losses, damages, costs, and attorney's fees ("Claims") stemming from violation of these Terms or any action, whether intentional, malicious, unintentional, wrongful or negligent, related to Customer's account, Customer's use of the Services or any other person or persons who use Customer's user account. SiteLock DOES NOT indemnify Customer against such Claims made against Customer by others as a result of Customer's use of the Services.
24. **Authorization to Enter this Agreement.** When requesting Services, Customer represents and warrants that he/she/it has full right, power, capacity, and authority to act on behalf of the affected parties. Customer further states that he/she/it has the needed permission with Customer's Web Host, technology team, and/or any other affected party, for SiteLock to regularly conduct remote security scans. Customer also further states that such security scans are legal in your locale. Upon request, Customer agrees to provide SiteLock any material required to verify the above- stated Customer authority and authorization.
25. **Modification of Terms and Services.** SiteLock reserves the right to change these Terms from time to time. The modified Terms will be posted on this page. Customer should check this page from time to time for updates. Customer agrees that its use of the Services after the modification will be deemed full and adequate acceptance of the modified Terms. SiteLock also reserves the right to change, discontinue or make temporarily unavailable the Services. Any new or modified features of the Services, unless explicitly stated otherwise, are subject to these Terms.
26. **Entire Agreement.** Customer recognizes that these Terms, along with SiteLock's Privacy Policy and Acceptable Use Policy, constitute the complete agreement between Customer and SiteLock. Customer agrees that these terms will supersede any prior agreements or statements made verbally or in writing.
27. **Severability.** Customer agrees that if any term in this agreement is deemed to be invalid, unlawful or unenforceable for any reason, all other terms shall remain in force.
28. **Governing Law.** Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona and venue for any such claim shall be proper in the appropriate state or federal court located in Maricopa County, Arizona.
29. **Binding Individual Arbitration.**
 - a. Purpose. The term "Dispute" means any dispute, claim, or controversy between Customer and SiteLock regarding any services provided, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or

equitable theory, and includes the validity, enforceability or scope of this Section (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced. If Customer has a Dispute with SiteLock or any of SiteLock’s officers, directors, employees, attorneys and agents that cannot be resolved through negotiation within the time-frame described in the “Notice of Dispute” clause below, other than those matters listed in the Exclusions from Arbitration clause, Customer and SiteLock agree to seek resolution of the Dispute only through arbitration in accordance with the terms of this Section, and not litigate any Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

- b. Exclusions from Arbitration. CUSTOMER AND THE COMPANY AGREE THAT ANY CLAIM FILED BY EITHER PARTY IN SMALL CLAIMS COURT AND ANY CLAIM FOR AMOUNTS OWED FOR SERVICES RENDERED ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.
- c. Notice of Dispute. IF CUSTOMER HAS A DISPUTE WITH THE COMPANY, CUSTOMER MUST SEND WRITTEN NOTICE TO THE COMPANY TO GIVE THE COMPANY THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. Customer agrees to negotiate resolution of the Dispute in good faith for no less than 60 days after Customer provides notice of the Dispute. If the Dispute is not resolved within 60 days from receipt of notice of the Dispute, Customer or SiteLock may pursue Customer’s claim in arbitration pursuant to the terms in this Section.
- d. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND THE COMPANY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011.
- e. Initiation of Arbitration Proceeding/Selection of Arbitrator. If Customer or SiteLock elects to resolve the Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association (“AAA”), www.adr.org, or JAMS www.jamsadr.com. The terms of this Section govern in the event they conflict with the rules of the arbitration organization selected by the parties.
- f. Arbitration Procedures. Because the Service provided to Customer by SiteLock concerns interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes (“Supplementary Procedures”) shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA’s Commercial Arbitration Rules, and relevant fee schedules for non-class action proceedings shall

apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if a claim does not exceed \$75,000 and Customer provided notice to and negotiated in good faith with SiteLock as described above, if the arbitrator finds that Customer is the prevailing party in the arbitration, Customer will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to SiteLock or Customer. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

- g. Location of Arbitration. All claims for arbitration shall be submitted to and heard by the office of AAA located in Maricopa County, Arizona. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in Maricopa County, Arizona.
 - h. Severability. If any clause within this Section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section will be unenforceable, and the Dispute will be decided by a court and both parties each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.
 - i. Continuation. This Section shall survive any termination of this Agreement.
30. **Waiver of Rights**. Customer agrees that the only way to waive rights under these Terms is explicitly and in writing. Any failure to enforce any right under this agreement will not waive that right.
31. **Independent Contractor**. The parties are independent contractors and nothing contained in this Agreement places either in the relationship of principal and agent, master and servant, partners or members of a joint venture. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
32. **Headings**. The headings herein are for convenience only and are not part of this Agreement.
33. **Notices**. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. Only SiteLock may give written notice to Customer via electronic mail to the Customer's electronic mail address as maintained in SiteLock's billing records.

34. **Force Majeure.** Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.
35. **No Third-Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, terms or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Customer agrees and acknowledges that any third-party supplier of a product or service that is identified as a third-party beneficiary in the Services, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against Customer as if it were a party to this Agreement.
36. **Government Regulations.** Customer may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Customer operates or does business.
37. **Marketing.** Customer agrees that during the term of this Agreement SiteLock may publicly refer to Customer, orally and in writing, as a Customer of SiteLock. Any other public reference to Customer by SiteLock requires the written consent of Customer.