

COMODO SUPPORT SUBSCRIBER AGREEMENT

1. Application of Terms

- 1.1. The terms and conditions set out below, including all applicable schedules attached hereto (collectively, the "Agreement"), govern the relationship between you (the "Subscriber") and Comodo Security Solutions, Inc. ("Comodo") with respect to any of the services described herein. In this Agreement, "you" and "your" refer to you and each Subscriber and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Comodo and its parent, contractors, and affiliates. This Agreement explains our obligations to you, and your obligations to us in relation to Comodo's Firewall Professional V3 installation, malware cleaning, limited warranty support, and other services that you may purchase from Comodo.
- 1.2. By purchasing, using, subscribing to, or otherwise applying for Comodo's Services, you agree to the terms and conditions found herein. If you do not agree to these terms, do not subscribe to the services. Any acceptance of your application or request for our services and the performance of our services will occur at 525 Washington Blvd, Suite 2010, Jersey City, New Jersey 07310, USA. The terms and conditions in Schedule 1 apply ONLY to those users who have purchased a warranty in connection with these subscription services.

2. The Services

The Services offered by Comodo include, but are not limited to malware, including viruses, Trojans, and other malicious code, cleaning and Comodo Firewall Pro V3 installation services. These Services are offered by Comodo in order to assist users in downloading, configuring, and using the Comodo Firewall Software called Comodo Firewall Pro v3 ("Firewall"), in removing viruses, malware, Trojans, or other malicious code, and assisting users in the prevention of malware, viruses, Trojans, or other malicious software that is not blocked or prevented by the Firewall (collectively, the "Services"). Notwithstanding the foregoing, Comodo makes no guarantee about the quality or availability of these Services or that the Services provided will meet any need or expectation. In addition, Comodo may refuse to provide the Services to any individual or company for any reason whatsoever and may cancel your subscription to the Services at any time. Comodo shall use commercially reasonable efforts in providing the Services. The Services shall be provided via telephone, website, online chat, remote connection or any other means deemed necessary by Comodo. The Services are provided for a fee as set forth on our website or quoted on telephone by Comodo and payment must be received in order to receive access to the Services. The Services may, in Comodo's sole and absolute discretion, be limited to those users who meet certain minimum hardware and/or software requirements.

3. Use of the Services

- 3.1. Representations. You represent and warrant to Comodo that you are a) authorized and capable of entering into this agreement and that the terms and conditions set forth herein are legally binding on you, b) you have read and understand the terms of this Agreement and the attached Schedule, c) you shall comply with all laws, treaties, regulations, and rules applicable to your use of the Service, d) any information provide or submitted to Comodo is and shall be complete, accurate, and current, e) all payments will be made in a timely manner using correct and valid credit card information, and f) all software installed on your computer is properly and validly licensed and legitimate. Comodo may, in its sole and absolute discretion, refuse to provide the Services to any computer containing illegal or illegitimate software even if such software is not related to the Services being provided.

- 3.2. Authorization. You agree and acknowledge that by using the Services, you are explicitly authorizing Comodo to access and control your computer for the purposes of computer diagnosis, Firewall installation and configuration and malware removal services. In connection with delivering the Services, Comodo may download and use Comodo and third party software, gather system data, take remote control of your computer, access your files, modify settings, and delete files on your computer. By accepting these terms, you grant to Comodo a right to connect to your computer, download and use software on your computer, repair your computer, change settings on your computer, and modify settings and files on your computer. Comodo shall have no responsibility or liability under any circumstances and any time for any damage, harm, loss, or problem that may arise from or in connection with your use of the Services.
- 3.3. Limitations. COMODO DOES NOT PROVIDE DATA BACKUP OR RESTORATION SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL INFORMATION STORED OR LOCATED ON YOUR COMPUTER. YOU ACKNOWLEDGE AND ACCEPT THAT THE SERVICES MAY CAUSE OR REQUIRE DELETION OR LOSS OF DATA, AND YOU AGREE TO BE EXCLUSIVELY RESPONSIBLE IN PERFORMING ALL NECESSARY BACKUPS PRIOR TO USING THE SERVICES. You agree that Comodo shall not be responsible or liable under any circumstances or at any time for the loss, corruption, theft, problem with, or deletion of data, files, hardware, software, or information from your computer.
- 3.4. Data. Any data collected or used by Comodo shall be subject to the Comodo Privacy Policy which is available at www.comodogroup.com/privacy. You hereby grant Comodo permission to examine, evaluate, process, store, and in some circumstances transmit to third parties located outside the United States the Subscriber Data insofar as is reasonably necessary for Comodo to provide the Subscription Service.
- 3.5. Monitoring the Services. Comodo may, but is not obligated to, monitor and record the Services, including telephone conversations, online sessions, or remote desktop sessions. Comodo may use these recordings in order to increase Service quality, to operate the Services properly, or to protect ourselves and our customers.

4. **Warranty**

- 4.1. Warranty. Comodo may, in its sole and absolute discretion, offer to you a limited warranty that may be purchased for an additional fee. Upon payment of the required fee and your qualifications for the warranty, you may use and rely on the warranty according to the Terms and Conditions associated with the Warranty as set forth in Schedule 1. These terms and conditions shall be binding on you and control your use of and eligibility for the warranty. Besides the limited warranty described in Schedule 1, no other warranties or guarantees shall be offered or made available to you in connection with the Services.
- 4.2. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMODO DOES NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL IN RESOLVING YOUR QUESTION OR COMPUTER PROBLEM. COMODO MAKES NO WARRANTY THAT THE SERVICES WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, CONTENT, OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU

FROM THE SERVICES SHALL CREATE ANY WARRANTY. ANY CONTENT OR SOFTWARE THAT YOU ACCESS, DOWNLOAD OR USE WITH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH ACTIVITIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- 4.3. Availability. The Services may not always be available during the times specified on the Comodo website. Comodo makes no guarantees or representations regarding the availability or access to the Services.
- 4.4. Security. Comodo uses reasonable security measures to deliver the Services. However, you understand and acknowledge that no data transmission over the Internet can be guaranteed to be completely secure or free problems. Comodo does not guarantee that any personal information submitted or any transmission sent to Comodo will be free from unauthorized access, intrusion, or interception.

5. Confidentiality

- 5.1. Neither party may use any Confidential Information other than for the purpose of performing its obligations under this Agreement or as otherwise permitted pursuant to this Agreement. All uses of Confidential Information provided by you, except as otherwise provided herein, are subject to the Comodo Privacy Policy. All materials and information submitted to Comodo, including, but not limited to, comments, feedback, or other information, shall be considered confidential and shall be considered Comodo's property. By providing such information or materials to Comodo, you assign to Comodo all rights, interests, and title to all intellectual property rights associated with any such material and information. You acknowledge that you have full responsibility for any submitted information. You are responsible for all such material's legality, reliability, appropriateness, originality, and non-infringement. You acknowledge that Comodo may periodically purge or delete information or material in its sole and absolute discretion.
- 5.2. Each party shall ensure that any person to whom confidential Information is disclosed by it complies with the restrictions set out in this section 5 as if such person were a party to this Agreement.
- 5.3. Notwithstanding the previous provisions of this section 5, either Party may disclose Confidential Information if and to the extent required by law, for the purpose of any judicial proceedings or any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, whether or not the requirement for information has the force of law, and if and to the extent the information has come into the public domain through no fault of that party. Should a Party be required to disclose Confidential Information pursuant to this section, the Party shall promptly give notice of such requirement to the other Party prior to disclosing the Confidential Information.
- 5.4. The restrictions contained in this section 5 shall continue to apply to each party for the duration of this Agreement and for the period of 5 years following the termination of this Agreement.

6. Intellectual Property Rights

- 6.1. You agree not to use the Comodo name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with the prior written consent of Comodo.

- 6.2. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software ("Comodo Intellectual Property Rights") are owned by Comodo or its licensors, and you agree to make no claim of interest in or ownership of any such Comodo Intellectual Property Rights. You acknowledge that no title to the Comodo Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in Comodo or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any derivative work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such derivative work shall be owned by Comodo and all right, title and interest in and to each such derivative work shall automatically vest in Comodo. Comodo shall have no obligation to grant you any right in or to any such derivative work.
- 6.3. Comodo may need to download and/or run software or script on your computer to help diagnosis, remedy, and resolve computer problems, issues, and errors. The software may be used to connect to, evaluate, access, fix, and control your computer. You acknowledge and agree that Comodo may use, install, run, and operate Comodo and third party software and tools. The software may be restricted by, limited to, or subject to a license agreement. You agree to accept and abide by the terms and conditions of the license agreement without modification. You agree that Comodo may accept any license agreement on your behalf. A trial or sample of software may be downloaded and installed on your computer. You agree that you will not use or access any expired sample or trial software. Comodo may, but is not obligated to, remove any software downloaded or installed on your computer in connection with the Services.

7. Customer Responsibility

- 7.1. You must cooperate with Comodo in any way requested by Comodo while using the Services. You agree to promptly and accurately respond to all requests made by Comodo and take any actions required or requested by Comodo or a Comodo employee.
- 7.2. In order to use the Services, you may be required to register an account with Comodo. During the registration process, you may be asked to designate, or Comodo may designate for you, a user name and password. You are responsible for maintaining the confidentiality of any password or account information you receive and are responsible for all activities that occur using the account name or password. You must notify Comodo immediately if any unauthorized disclosure or use of your password or account occurs. Comodo shall have no liability or responsibility for unauthorized use of the Services under your account or on your computer.
- 7.3. You shall not: (a) "mirror" any Content on a Comodo website on any other server without Comodo's prior express written permission, (b) use the Service for any illegal purpose, (c) misuse, abuse or make any unauthorized use of any property, network, website, personnel or equipment of Comodo or its customers or its suppliers, including but not limited interfering with or otherwise disrupting networks connected to the Service, (d) engage in any activities or actions in connection with the Services that infringe or misappropriate the intellectual property rights of others, including without limitation, copyright, patent, trademark, trade secret and confidential information, (e) engage in any activities that violate the personal privacy or publicity rights of others; (f) access, monitor or use data, traffic, computers, systems, facilities or networks provided with or accessible from the Services, without proper authorization, including any attempt to probe, scan or test the vulnerability of a system or

network or to breach security or authentication measures without express authorization of the owner of the system or network; (g) send unsolicited commercial messages, advertising, informational announcements or communications in any form ("SPAM") in connection with the Services; or (h) interfere with the Services or any system, service, network, or person accessible from the Services, including without limitation deliberate attempts to overload a system by the multiple postings of messages.

- 7.4. The Services are provided only in English and to only to individuals qualified by Comodo. You agree to comply with all applicable export laws and regulations. You represent that you are not on the United States prohibited party list and are not located in or a national resident of any country on an applicable restricted country list.
- 7.5. You agree that any and all dealings with other entities promoted on or through the Services and any terms and conditions, warranties, or representations received from such dealings are entirely between you and such other entity. You agree that Comodo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

8. Fees and Payment

The applicable fees for the Services ordered, and, if applicable, for the limited warranty provided in Schedule A will be quoted to you by telephone or on our website. The fee for the Services and/or warranty will be charged directly to your credit card and you agree to pay any charges applicable to the Services as well as any applicable taxes. You are responsible for any communication or connection fees and taxes charged by third parties for placing an installation or warranty call.

9. Term and Termination

- 9.1. This Agreement shall commence upon your application to the Services and shall continue for as long as you have an account active with Comodo.
- 9.2. Comodo reserves the right to cease providing the Services for any reason and at any time. Any such fees paid in connection with the Services shall be non-refundable. Comodo will not be liable to you or any third party for the termination of the services or this agreement for any reason. You acknowledge that Comodo may, but is not obligated to, delete your information and your account and bar any further access to the Services upon termination of this Agreement.

10. Indemnities

You agree to defend, indemnify, and hold harmless Comodo, its affiliates, directors, officers, employees, agents, and contractors from any and all claims, liabilities, damages, costs and expenses, and/or legal proceedings which are brought or threatened against Comodo in connection or related to your use of the Services or your violation of this Agreement. Comodo will notify you any such claims, damages, or proceedings and shall keep you informed as to the progress of such claims or proceedings.

11. Limitation of Liability

- 11.1. **IN NO EVENT SHALL COMODO, ITS SUPPLIERS, OR ITS REFERRAL PARTNERS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL,**

CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, SOFTWARE, CONTENT OR YOUR COMPUTER AND OTHER TECHNOLOGY INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES, OR COST OF SUBSTITUTE SERVICES, EVEN IF COMODO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

- 11.2. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMODO TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OR YOUR USE OF THE SERVICES, SOFTWARE OR CONTENT EXCEED THE GREATER OF THE AMOUNT PAID FOR THE SERVICES AT ISSUE OR US \$50.00.
- 11.3. You agree that notwithstanding any statute of limitations or other law, any claim or cause of action arising out of, in connection with, or in relation to the Services, this Agreement, or the Comodo website must be filed within one (1) year after such claim or action arose.

12. Force Majeure

- 12.1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from a Force Majeure Event.
- 12.2. Each of the parties hereto agrees to give written notice forthwith to the other upon becoming aware of a Force Majeure Event such notice to contain details of the circumstances giving rise to the Force Majeure Event and its anticipated duration. If such duration is more than 20 days then the party not in default shall be entitled to terminate this agreement, with neither party having any liability to the other in respect of such termination.
- 12.3. The party asserting a Force Majeure Event shall not be excused performance of its obligations unaffected by such a Force Majeure Event and shall endeavor to seek an alternative way of fulfilling its affected obligations without any materially adverse affect on the other party.

13. Waiver and Severability

- 13.1. In the event that any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will not be affected, impaired or invalidated. If the absence of the invalid, void or unenforceable provision(s) adversely affects the substantive rights of either of the parties, the parties agree to replace such provision(s) or parts thereof with new provision(s) that closely approximate the economic and proprietary results intended by the parties.
- 13.2. No waiver, delay or discharge by a Party will be valid unless in writing and signed by an authorized representative of the Party against which its enforcement is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default, will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.

14. Notices

Except as expressly provided otherwise herein, all notices to Comodo shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Comodo at 525 Washington Blvd, Suite 2010, Jersey City, New Jersey 07310, United States. Notices may be sent by first-class mail or facsimile transmission provided that any facsimile transmission is confirmed within 12 hours by a first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received 12 hours after dispatch. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information.

15. Entire Agreement; Modifications by Comodo

15.1. This Agreement and any applicable Schedules and all documents referred to herein contain the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersedes all prior agreements, understandings, and arrangements relating thereto. No representation, undertaking, or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as may be expressly stated in this Agreement.

15.2. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

- (i) revise the terms and conditions of this Agreement; and/or
- (ii) change part of the services provided under this Agreement at any time.

Any such revision or change will be binding and effective immediately after posting of the revised Agreement or change to the Services on the Comodo website, or upon notification to you by e-mail or United States mail. You agree to periodically review the Comodo website for changes to this Agreement and to be aware of any such revisions. If you do not agree with any revision to this Agreement, you may terminate your Subscription to the Services by providing notice to Comodo. Notice of your termination will be effective upon its receipt and processing. Any fees paid by you are nonrefundable except as expressly noted otherwise in one or more of the Schedules to this Agreement. After termination, you will not incur any additional fees unless you continue to use the Services or as otherwise specified herein or on our website. By continuing to use the Services after any revision to this Agreement or change in Services, you agree to abide by and be bound by any such revisions or changes. Comodo is not bound by nor should you rely on any representation (i) by any agent, representative or employee of any third party that you may use to apply for our services; or (ii) in information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Comodo is authorized to alter or amend the terms and conditions of this Agreement.

16. Assignment

You may not assign or transfer or purport to assign or transfer any right or obligation under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise without first obtaining Comodo's prior written consent and any attempt to do so shall be deemed a material breach of this Agreement. Comodo may assign or transfer this agreement in its sole discretion.

17. Governing Law and Jurisdiction

This Agreement and all matters arising from, out of, or in connection with, or that are related in any way to this Agreement shall be interpreted, construed, and governed under the laws of the state of New Jersey and the parties submit to the exclusive jurisdiction and venue of the state and federal courts of the state of New Jersey for resolution of any and all disputes that arise from, out of, or in connection with, or that are related in any way to the Agreement. Both parties hereby submit to the jurisdiction and venue of such courts. If legal action is brought to enforce this Agreement or any rights arising under this Agreement, the prevailing Party in such litigation will be entitled to recover from the other Party all the costs, attorneys' fees and other expenses incurred by such prevailing Party in the litigation.

18. Arbitration

Except for actions for injunctive relief to protect Comodo's intellectual property, any dispute arising out of the Services shall be subject to binding arbitration in Jersey City, New Jersey. Such arbitration shall be conducted by a single arbitrator under the then current rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms may be joined with an arbitration involving any other party subject to these Terms through class arbitration proceedings or otherwise.

19. Rights of Third Parties

The parties agree that, except as expressly provided herein, there shall be no third party beneficiaries under this Agreement.

20. Acceptance.

BY CLICKING "I ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SCHEDULE 1

COMODO A-VSMART LIMITED WARRANTY TERMS AND CONDITIONS

The Comodo A-VSMART Limited Warranty is available to qualified warranty purchasers who have secured their computer against outside threats with Comodo Professional Firewall Version 3 (the "Program"). This warranty is intended to assist the user in removing and cleaning third party created viruses, Trojans, and other malware as identified by Comodo's eligibility tools ("Malware") from a Protected Computer (as defined below) that has or could cause serious or irreparable damage to the Protected Computer ("Cleaning Services"). The terms and conditions found herein apply to all qualified warranty holders and each warranty purchaser is bound and obligated to abide by them. Upon the purchase of your warranty, you, as a purchaser, must agree to these terms and conditions. You also agree that any failure to abide by them after the purchase of the warranty shall void any and all obligations of Comodo hereunder.

1. Coverage

This warranty is intended to provide Cleaning Services to one single computer for each limited warranty purchased (the "Protected Computer"). The warranty is a limited and non-transferable warranty that only covers the Protected Computer if certain obligations and requirements are met by you. The warranty shall be void and non-enforceable if you fail to strictly abide by the requirements presented herein. In order to have a valid warranty you, and all other users of the Protected Computer, must:

- (i) Have an active virus scan performed and verified by a qualified Comodo representative. A Comodo sales representative will check the virus scan results and ensure that no pre-existing threats or security issues exist. If pre-existing threats or security issues exist, the Protected Computer will not qualify for the warranty. Pre-existing threats and security issues may be remedied by the Comodo representative for an additional fee in which case the computer will qualify for the warranty;
- (ii) Keep Comodo's Proactive Defense continuously and actively deployed and operating on the Protected Computer in either (a) Paranoid Mode, (b) Train with Safe Mode, or (c) Clean PC Mode as defined by the firewall settings of similar name. Proactive Defense must be allowed to operate without interruption or disablement immediately following the deployment of the Comodo Firewall on the Protected Computer and must not be modified in any manner except by a certified representative of Comodo;
- (iii) Have Comodo's Network Defense continuously and actively deployed and operating on the Protected Computer in either (a) Train with Safe Mode, or (b) Custom Policy Mode. Network Defense must be allowed to operate without interruption or disablement immediately following the deployment of the Comodo Firewall on the Protected Computer and must not be modified in any manner except by a certified representative of Comodo.
- (iv) Ensure that immediately following the installation of the software that the system status of the Comodo Firewall on the Protected Computer is continuously and without interruption showing that all systems are active and running. The Comodo Firewall may not be disabled, modified, or terminated while the Protected Computer is powered on.
- (v) Not have intentionally operated, created, ran, or used a script that could disable, modify, change, alter, deceive, or interfere with Proactive Defense or Network Defense.

2. Using the Warranty

If the Protected Computer becomes infected with third party Malware and is confirmed as infected with Malware

by Comodo's edibility software and you have abided by the limitations and obligations set forth in these terms and conditions, then you are eligible to receive Comodo's Cleaning Services on the Protected Computer. The Cleaning Services shall be limited to only restoring functionality and removing Malware from the Protected Computer. To use the Cleaning Services, please contact Comodo by calling the number posted on the Comodo website. A Comodo representative will assist you as soon as reasonably possible.

To provide the Cleaning Services, Comodo must be allowed access to the Protected Computer over the Internet and you must assist Comodo in any manner necessary in order to diagnose the Protected Computer. Failure to cooperate with the Comodo representative shall be considered a breach of these terms and conditions. All instructions and steps taken in providing the support shall be left to the Comodo representative's sole and absolute discretion.

3. Limitations

The warranty shall only provide two instances of Cleaning Services during the subscribed warranty period. No additional services shall be provided after the second confirmed instance of malware on a Protected Computer. Any additional use of the Protected Computer after the second claim for Cleaning Services shall be at your own risk and no additional warranties or Services shall be provided.

The warranty is limited to Malware discovery and removal on the Protected Computer only and shall not cover restoration services, repair services, lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal files. Comodo does not guarantee against the loss of any file, information, or data. You solely are responsible for backing up and safely storing your data, information, and files.

If Comodo is unable to remove the Malware or restore the Protected Computer to a reasonably operating condition using commercially reasonable efforts, then Comodo shall refund fees paid by you for the warranty covering the Protected Computer. A refund of the fees paid for the warranty on the Protected Computer shall be the only remedy available to you under these Terms and Conditions.

4. Term and Termination

The warranty shall be effective for one year from the date of purchase and shall expire automatically at that time. You may purchase an additional warranty through the Comodo website. Any breach of these terms and conditions shall immediately void the warranty. No refund shall be provided for warranties voided by your failure to adhere to these terms and conditions. Comodo is not liable for any damages that may result from expiration or termination of the warranty.

5. Privacy

Comodo and/or its affiliates may need to download, run, or use software on the Protected Computer to assist in diagnosing and resolving computer problems. This software includes software that allows Comodo or its representative to connect to and control the Protected Computer remotely along with toolbars, utilities, and other tools that allow Comodo to improve computer performance and solve technical problems (collectively, the "Diagnostic Software"). You acknowledge and agree that the use of any and all Diagnostic Software that may be accessed, downloaded, or otherwise provided or used in connection with this warranty are subject to the license agreements and terms and conditions that are associated with the Diagnostic Software.

Comodo may, but has no obligation to, monitor and record the Cleaning Services, including the initial and any subsequent telephone calls made by you or by a Comodo representative and online sessions for purposes of improving customer service, internal training and internal market research. You acknowledge and agree that we do retain the right to monitor and record the Cleaning Services and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Cleaning Services properly, or to protect ourselves and/or our customers.

6. Disclaimer

You are advised that they are conducting their transactions over the Internet. Reasonable effort shall be made by Comodo to provide reliable services, but Comodo provides its services on the Internet and, as such, they are subject to the operation of the Internet and telecommunications infrastructures as well as the operation of your Internet connection services, all of which are beyond the control of Comodo.

7. Limitation of Liability.

EXCEPT AS PROVIDED IN SECTION 1 AND 2, COMODO, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS SHALL NOT BE LIABLE FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNATIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) ANY MALWARE PRESENT ON THE PROTECTED COMPUTER, (B) THE DELAY OR INABILITY TO USE OR CLAIM THE WARRANTY, (C) ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED IN CONNECTION WITH THE WARRANTY, (D) UNAUTHORIZED THIRD PARTY ACCESS TO THE PROTECTED COMPUTER, OR (E) THIS WARRANTY; OR (II) ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; EVEN IF COMODO, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMODO'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS WARRANTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE FEES PAID BY YOU TO COMODO FOR THE WARRANTY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM FOR DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THESE TERMS AND CONDITIONS. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

8. Force Majeure.

You agree not to hold Comodo responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, electrical outage, or other event out of the control of Comodo.

9. Governing Law; Venue.

You and Comodo agree that any disputes related to the warranty being provided shall be governed in all respects by and construed in accordance with the laws of the state of New Jersey. Any actions arising out of or based, in whole or in part, on this warranty shall be brought in the state or federal courts of the state of New Jersey.

10. Modifications.

Except as otherwise provided in these terms and conditions, you agree that during the duration of the warranty Comodo may revise the terms and conditions of this Agreement as long as the Cleaning Services obligation is not completely removed. Any such revision or change will be binding and effective immediately upon posting of the change on the Comodo website, or upon notification to you by e-mail or United States mail. You agree to periodically review the Comodo website, including the current version of these terms and conditions, to be aware of any such changes. Comodo is not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for Comodo services or products; or in (ii) information posted on the Comodo website of a general informational nature.

11. Notices.

You will make all notices, demands or requests with respect to this Agreement in writing to Comodo Security Solutions at 525 Washington Blvd, Suite 2010, Jersey City, New Jersey, 07310.

12. Limitation on Actions.

Neither party may bring any action, regardless of form, arising out of nor relating to this warranty more than one (1) year after the cause of action has accrued.

13. Arbitration

To the extent permitted by law, before you may begin arbitration with respect to a dispute involving any aspect of this warranty, 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 these terms and conditions shall be decided by arbitration conducted through a qualified arbitration service provider in the state of New Jersey

Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties. 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 shall be borne equally by both parties, 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.

14. Acceptance.

BY CLICKING "I ACCEPT" BELOW, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ASSOCIATED WITH THIS WARRANTY AND THAT IN ORDER FOR THIS WARRANTY TO BE BINDING AND VALID, YOU WILL BE COMPLY WITH ALL OF ITS TERMS AND CONDITIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS WARRANTY.