



## SECTIGO VULNERABILITY SCANNING SUBSCRIBER AGREEMENT

IMPORTANT—PLEASE READ THESE TERMS CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING THE SECTIGO VULNERABILITY SCANNING SERVICES, INCLUDING HACKERPROOF AND HACKERGUARDIAN. BY USING, APPLYING FOR, OR ACCEPTING THE VULNERABILITY SCANNING SERVICES OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO AND ACCEPT THE TERMS AS PRESENTED HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE SECTIGO’S VULNERABILITY SCANNING SERVICES AND CLICK “DECLINE” BELOW.

The terms and conditions set forth in this Vulnerability Scanning Subscriber Agreement (this “Agreement”) constitute a binding agreement between you or the legal entity you represent (“Subscriber” or “you”) and Sectigo Limited (“Sectigo”), with registered number 04058690 and with registered offices at Exmouth House, 3/11 Pine Street, London, England, EC1R 0JH. Any failure of Subscriber to abide by this Agreement shall void Sectigo’s obligations hereunder.

### 1. Use of the Services

- 1.1. License. Sectigo grants to you a revocable, non-exclusive, non-transferable license to use the vulnerability scanning services, and related services, selected during the registration process (either HackerProof or HackerGuardian), including the security scans, logos, audits, and reports (the “Services”) to identify areas of insecurity or vulnerability on a scanned network server, personal computer, or other internet-connected device (each a “System”) for the term of this Agreement. You authorize Sectigo to perform the Services on the specified Systems.
- 1.2. Registration. In order to receive the Services, you must register for an account with Sectigo. You shall provide full and accurate information in all electronic or hardcopy documents submitted to Sectigo. This information must be promptly updated if any information changes or ceases to remain accurate. Failure to promptly update information shall be deemed a material breach of this Agreement.
- 1.3. Account. The account shall be protected by a username and password which are confidential information. Subscriber is fully responsible for any activities that occur through its account. Subscriber must notify Sectigo immediately if it suspects any unauthorized use of the account.
- 1.4. Third Party Services. The Services will provide access to third party services. For purposes of this Agreement, such third-party services are subject to their own terms and conditions presented to you for acceptance within the Services by website link or otherwise. In the event of a conflict between the terms of this Agreement and the terms governing such third-party services, such terms shall prevail with respect to those third-party services.
- 1.5. Scanning. The Services serve only as a passive conduit to provide the scan and recommended fixes and are not intended to fix, remedy, prevent, or eliminate any vulnerabilities or insecurities. Subscriber is solely responsible for securing and protecting its system. The Services only scan for major known vulnerabilities. A successful scan does not guarantee or ensure that the System is free of all vulnerabilities or insecurities. The number of scans performed depends on the subscription selected during the registration process.
- 1.6. Trust Logo. Any IP address failing a scan may not display the logo associated with the Services. HackerProof users who pass the first scan and then later fail a daily scan may continue to display the logo for up to consecutive two scan cycles while attempting to fix the problem. If a scan is not passed within two scan cycles, the logo must be removed from the website failing the scan. Displaying the logo before passing the initial daily scan or after failing to pass a daily scan within two consecutive scan cycles is a material breach of this Agreement, and Sectigo may deactivate the Services automatically without providing further notice to you.
- 1.7. Self-Assessment Questionnaire (SAQ). In the event an SAQ is selected by Subscriber as part of the Services, Sectigo may provide Subscriber with information and opinions about individual questions in the SAQ. Any information and opinions provided by Sectigo are for general information purposes only, are not intended to constitute professional advice, and should not be relied upon or treated as a substitute for specific advice relevant to Subscriber’s particular circumstances. Ultimately, Subscriber is responsible for the quality, accuracy, and completeness of its answers when submitting an SAQ.
- 1.8. Changes in Services. Sectigo may modify the Services in its sole discretion, including removing, modifying, or updating the specific scans performed. These modifications may be made without notice from Sectigo.
- 1.9. Trial Versions and A/B Testing. If Subscriber registers with a trial version of the Services, Subscriber may use

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the Services during the trial period without payment. The licenses granted herein shall automatically terminate at the end of the trial period, or when Sectigo disables access to the Services, unless Subscriber purchases a non-trial version of the Services. Trial versions will display the logo associated with the Services on an A/B test mechanism. This means the logo will be displayed to approximately half of the website visitors. At the end of the trial period, Sectigo may access and use statistical information about the use the Services on Subscriber's website. Such use may occur without notification to Subscriber. Trial versions may be terminated at any time by purchasing a subscription to the Services. Free trials are limited to one per domain name and may not be renewed. Free trials use cookies, Sectigo Analytics, and javascript and will only function on browsers and systems allowing such activity. To use a free trial, you are required to allow cookies from your website and must include the use of cookies in your site's privacy policy. Sectigo does not guarantee that the free trial offer will be available at all times and in all locations and such accounts are granted in Sectigo's sole discretion.

## 2. Subscriber Obligations

### 2.1. Obligations. Subscriber shall:

- (i) Be responsible for the compliance with all laws, regulations, and other restrictions on the distribution or use of the software, including the export laws of the United States;
- (ii) Be responsible for all equipment and services necessary to receive the Services;
- (iii) Maintain any confidential information disclosed by Sectigo; and
- (iv) Pay all charges resulting from the use of the Services.

### 2.2. Restrictions. Subscriber shall not

- (i) Use the Services to engage in any unlawful or prohibited activity;
- (ii) Use the Services to infringe on the intellectual property rights of a third party;
- (iii) Interfere or disrupt networks or third parties;
- (iv) Bypass or violate any policies and procedures of networks connected to the Services;
- (v) Directly or indirectly, reproduce, sell, lease, rent, transfer, or exploit the Services;
- (vi) Use the Services to scan domains or attempt to gain access to Sectigo's or a third party's System without the express permission of Sectigo or the relevant third party;
- (vii) Represent that Sectigo guarantees any of your products or services;
- (viii) Use a report generated by the Services for any reason other than obtaining PCI compliance, remedying vulnerabilities on the scanned system, or other internal business purposes; or
- (ix) Reverse engineer or otherwise derive the processes and source code by which the Services are provided or by which the reports are generated.

## 3. Fees and Payment

3.1. Generally. The Services are provided on a subscription basis for the duration specified on the Order Form; which means a written or electronic order pursuant to this Agreement that must, at a minimum, reference the specific service, price and term information; billing contact information, (e.g. contact name, address, email, phone number), and other information relevant to a specific transaction pursuant to this Agreement ("Order Form"). Payment shall be made in accordance with (i) the payment terms listed on the Order Form, provided Subscriber purchases directly from Sectigo, or (ii) the payment terms established between Subscriber and the legal entity authorized by Sectigo to resell the Services to Subscriber ("Reseller"), provided Subscriber purchases from a Reseller. Subscriber shall pay all applicable fees for the Services before the Services are rendered. Subscriber acknowledges and agrees that if Subscriber or Reseller (if Subscriber purchased the Services through Reseller) does not pay the applicable fees for the Services, Subscriber may not use the Services for which the applicable fees remain unpaid.

3.2. Fees. Subscriber shall pay all fees resulting from Services ordered under its account, regardless of any actual use of the Services or if Subscriber's site passes the vulnerability scans. If Subscriber purchases Services directly from Sectigo, prices for the Services shall be those posted on the Sectigo website at [www.hackerguardian.com](http://www.hackerguardian.com). Sectigo may revise its fees at any time by posting an amended fee schedule on the website. Continued use of the Services after an amended fee schedule is posted constitutes Subscriber's acceptance of the fee changes.

### 3.3. Purchases Direct from Sectigo.

- (i) Method of Payment. Fees must be paid in advance and are non-refundable. For monthly paid subscriptions, monthly account billing starts at midnight on the first of every month. Payment must be made by the credit or debit card designated by Subscriber during the account registration, and Subscriber

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authorizes Sectigo to charge all fees to this credit card. For paid subscriptions, Subscriber's credit card shall be charged automatically for all fees owed for the Services using the debit or credit card provided during the registration process. Accounts designated as group invoice billing account must be approved by and will be invoiced on a monthly basis.

- (ii) **Billing Issues.** Questions regarding fees and charges must be made to Sectigo within thirty (30) days of such charge. Failure to use the account is not a basis for refusing to pay any charges. Billing corrections shall be made by providing a credit to Subscriber's account for future monthly fees or for the purchases of service upgrades. Sectigo may deactivate any account that has a disputed charge until Sectigo, in its sole discretion, determines the dispute resolved.
- (iii) **Rejected Charges.** If a fee is rejected by your card issuer (or its agent or affiliate), Sectigo may deactivate your account and prevent access to the Services until the fee has been successfully processed.

3.4. **Purchases through Resellers.** If Subscriber purchased a Service from a Reseller, then to the extent there is any conflict between this Agreement and an agreement entered between Subscriber and the Reseller, including any purchase order, then, as between Subscriber and Sectigo, this Agreement shall prevail. Any rights granted to Subscriber by such Reseller, which are not contained in this Agreement, apply only in connection with the Reseller.

3.5. **Taxes.** Prices do not include any sales, use, excise, transaction, or similar taxes. If such taxes are applicable, Sectigo will separately state them on the invoice. Except for any taxes on Sectigo's income, Subscriber shall pay all taxes resulting from Subscriber's possession and use of the Services under this Agreement.

## 4. Privacy

4.1. **Privacy Policy.** Sectigo shall follow the privacy policy posted on its website at <https://sectigo.com/privacy-policy> when collecting and using information from you. Sectigo may amend the privacy policy at any time by posting the amended privacy policy on its website.

4.2. **Disclosure.** Sectigo will disclose information where required by a subpoena, interception order or other lawful process. Sectigo 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 Sectigo's rights under this Agreement.

4.3. **Opt Out.** You may opt-out of having information used for purposes not directly related to the Services by emailing a clear notice to [optout@sectigo.com](mailto:optout@sectigo.com). By clicking "I ACCEPT", you affirmatively consent to receiving Sectigo's and its affiliates' promotional material.

4.4. **Permissions.** You expressly agree that Sectigo may transfer reports and other information about use of the Services to the reseller or partner providing or referring the Services to you (if any), any member of the PCI counsel, any law enforcement official, or any affiliate of Sectigo.

## 5. Intellectual Property Rights

5.1. **Ownership.** The Services are being licensed only. Regardless of any use, distribution, or modification by Subscriber, Sectigo shall retain all title, interest, and ownership rights in:

- (i) the Services, including all techniques and ideas embedded therein,
- (ii) all copies or derivative works of the Services, regardless of who produced, requested, or suggested the copy or derivative work,
- (iii) all documentation and materials provided by Sectigo to Subscriber, and
- (iv) all of Sectigo's copyrights, patent rights, trade secret rights and other proprietary rights.

5.2. **Intellectual Property.** Subscriber may not use the Sectigo name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with Sectigo's prior written consent. The Services may not be used to post or make accessible any material that infringes the copyright of a third party. If Sectigo reasonably believes that the Services are being used in such a manner, Sectigo may terminate this Agreement or restrict access to the Services.

6. **Indemnification.** Subscriber shall defend, indemnify, and hold harmless Sectigo, its officers, directors, employees, and agents from and against any claims, costs, damages, expenses, losses, legal proceedings, or other liabilities (including, without limitation, reasonable attorneys' fees) which are brought or threatened against Sectigo by any third party as a result of:

- (i) Subscriber's negligence or willful misconduct;

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- (ii) false, inaccurate, or deceptive data associated with Subscriber's account;
- (iii) Subscriber's breach of this Agreement;
- (iv) Subscriber's use of the Services; or
- (v) Subscriber's infringement of the intellectual property rights of a third party.

When Sectigo is threatened with suit or sued by a third party, Sectigo may seek written assurances from you concerning your promise to indemnify Sectigo. Failure to provide assurance is a material breach of this Agreement. Sectigo shall have the right to participate in any defense by Subscriber of a third-party claim related to the Services, with counsel of Sectigo's choice at Subscriber's expense. Subscriber must receive Sectigo's prior written consent regarding any related settlement.

## 7. Exclusion of Warranties.

- 7.1. Internet. The Services are provided over the Internet are subject to the operation of the Internet and telecommunications infrastructures as well as the operation of Subscriber's Internet connection services, all of which are beyond the control of Sectigo.
- 7.2. Guarantee Disclaimer; Assumption of Risk. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SECTIGO DOES NOT WARRANT THAT ANY PART OF THE SERVICES WILL (I) MEET SUBSCRIBER'S REQUIREMENTS, (II) BE FREE FROM INACCURACIES, MISTAKES, DELAYS, INTERRUPTIONS OR TYPOGRAPHICAL ERRORS, OR (III) FIND, LOCATE, DISCOVER AND REPORT ALL POSSIBLE COMPUTER INSECURITIES AND VULNERABILITIES. SECTIGO DOES NOT WARRANT THAT ANY PROVIDED RECOMMENDATION WILL CORRECT OR CURE A DETECTED VULNERABILITY. SUBSCRIBER SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

## 8. Term and Termination

- 8.1. Term. This Agreement shall commence upon the activation of Subscriber's account and shall continue in effect for the period specified on the Order Form unless terminated earlier as specified herein.
- 8.2. Termination by Subscriber. Subscriber may terminate this Agreement at any time by sending notice of the cancellation to [canceltrustconnect@sectigo.com](mailto:canceltrustconnect@sectigo.com). Sectigo is not responsible for cancellation emails sent to the wrong email address even if Sectigo is aware of the email or cancel request. Your account will be terminated within 24 hours of Sectigo's receipt of your cancellation notice at the proper email address. If you are part way through a monthly billing cycle, the remaining days in that cycle are forfeited.
- 8.3. Termination by Sectigo. Sectigo may terminate this Agreement in its sole discretion. Notice of the termination will be sent to the email address listed in Subscriber's account. Sectigo is not liable for any damages that may result from termination carried out in accordance with this Agreement.
- 8.4. Events Upon Termination. Subscriber shall immediately cease using the Services upon receiving notice of termination of this Agreement. Sectigo will not reimburse or refund any unused credits, money, or time remaining in your subscription plan. Once canceled, Subscriber's account will not be charged further fees unless outstanding charges exist on the account. Any outstanding charges will remain due and be charged to the provided credit or debit card automatically by Sectigo. If the account is an approved group invoice billing account, a charge to your credit or debit card will be made for final payment.

## 9. Limitation of Liability

- 9.1. Damage Limitation. REGARDLESS OF THE TYPE, AMOUNT, OR EXTENT OF ANY ACTUAL DAMAGES SUFFERED BY SUBSCRIBER, SECTIGO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OR RELATED TO THIS AGREEMENT AND THE SERVICES, UNDER ANY THEORY OR CLAIM, SHALL BE LIMITED TO (I) ONE HUNDRED US DOLLARS (\$100.00) IF SUBSCRIBER IS USING A TRIAL VERSION OF THE SERVICES OR PURCHASED THE SERVICES THROUGH A SECTIGO RESELLER, OR (II) THE AMOUNT PAID BY SUBSCRIBER TO SECTIGO FOR THE SERVICES, IF SUBSCRIBER PURCHASED THE SERVICES DIRECTLY FROM SECTIGO, REGARDLESS OF THE TYPE, AMOUNT, OR EXTENT OF ANY ACTUAL DAMAGES SUFFERED. SECTIGO SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, OPPORTUNITIES, REVENUE, SAVINGS, GOODWILL, OR USE OR POSSESSION OF DATA, EVEN IF SECTIGO WAS AWARE OF THE POSSIBILITY OR THE EXISTANCE OF SUCH DAMAGES. THE LIMITATIONS ON LIABILITY PROVIDED HEREIN SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED

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BY LAW. SECTIGO SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY LOSS SUFFERED BY SUBSCRIBER DUE TO USE OF THE SERVICES OUTSIDE THE NORMAL AND INTENDED USE.

- 9.2. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, neither party may bring any action, regardless of form, arising out of or relating to this Agreement more than one (1) year after the cause of action has occurred.

## 10. Miscellaneous

- 10.1. Force Majeure. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from any event not under the reasonable control of that party. The parties agree that the availability of the Internet and connections made through the Internet are not within the reasonable control of either party.
- 10.2. Entire Agreement. This Agreement and all other documents referred to herein shall constitute the entire agreement between the parties and shall supersede any other existing agreements between them, whether oral or written, with respect to the subject matter hereof.
- 10.3. Amendments. Except as otherwise provided herein, Sectigo may revise this Agreement at any time in its sole discretion. Any revisions or change will be effective upon the earlier of the posting of the changes or revisions to the Sectigo website or upon notification to Subscriber of the change. Subscriber shall periodically review the website in order to be aware of any changes. Subscriber may terminate this Agreement in accordance with Section 8 if Subscriber does not agree to any changes made. By continuing to use the Services, Subscriber accepts any changes made and will be bound by such changes.
- 10.4. Waivers. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 10.5. Notices. All notices shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to Sectigo Limited at Exmouth House, 3/11 Pine Street, London, England, EC1R 0JH, with a copy to legalnotices@sectigo.com. Notices to Subscriber shall be sent to the email address provided during the registration process. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting.
- 10.6. Severability. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, then the provision shall be reformed to the minimum extent necessary to cause the provision to be valid and enforceable. If reformation is not possible, then the provision shall be deemed omitted and the balance of this Agreement shall remain valid and enforceable.
- 10.7. Survival. All provisions of this Agreement relating to confidentiality, disclaimer of warranties, proprietary rights, indemnification, limitation on remedies, and limitations of liability shall survive the termination of this Agreement.
- 10.8. Assignment. Subscriber may not assign or transfer any right or obligation under this Agreement without first obtaining Sectigo's written consent. Any assignment or transfer of rights or obligations shall be voidable in Sectigo's discretion. Sectigo may assign this Agreement in its sole discretion.
- 10.9. Governing Law and Jurisdiction. This Agreement shall be interpreted and construed under the laws of England and Wales without regard to any conflicts of law principles. All claims or legal action must be commenced in the courts of England and Wales and both parties agree to the venue of such courts.
- 10.10. Rights of Third Parties. There are no third party beneficiaries under this Agreement.

## ACCEPTANCE

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

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