

Customer Agreement

Last Updated: August 20, 2026

SITELOCK CUSTOMER AGREEMENT

PLEASE READ THE AGREEMENT CAREFULLY BEFORE REGISTERING FOR, ACCEPTING, OR USING THE SERVICES AND BEFORE CLICKING ON “I ACCEPT”. YOU AGREE THAT BY REGISTERING FOR, ACCEPTING, OR USING THE SERVICES, YOU HAVE READ THE AGREEMENT, YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN, AND YOU AGREE TO THEM. IF YOU ARE REGISTERING FOR, ACCEPTING, OR USING THE SERVICES ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF SUCH ENTITY AND HAVE THE AUTHORITY TO ACCEPT THE AGREEMENT ON SUCH ENTITY’S BEHALF. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT ACCEPT THE AGREEMENT, DO NOT REGISTER FOR, ACCEPT, OR USE THE SERVICES AND DO NOT CLICK “I ACCEPT”.

THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION THAT AFFECTS YOUR RIGHTS.

This SiteLock Customer Agreement, along with the Registration Form and any other documents incorporated herein by reference (collectively, the “**Agreement**”) is a binding agreement between SiteLock, LLC, a limited liability company formed under the laws of Arizona, with headquarters at 8800 E Raintree Dr, Suite 340, Scottsdale AZ 85260, United States (“**SiteLock**” or “**we**”) and you (as an individual) or the legal entity that you represent, who visits SiteLock’s (or its Affiliates’) Site or who signs up for, uses, or purchases Services from SiteLock (or from any third party in connection therein) (“**You**”, “**User**” or “**Customer**”) as set forth in an applicable Registration Form and applies to any visit to the Site or purchase of Services. Customer and Sitego agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined, shall have the meaning set forth below.
 - 1.1. “**Acceptable Use Policy**” or “**AUP**” means the latest version of SiteLock’s Acceptable Use Policy accessible via SiteLock’s website, as may be updated from time to time.
 - 1.2. “**Customer Content**” means content and/or metadata contained in Customer’s website and/or sent to Customer’s website that SiteLock may cache on its servers.
 - 1.3. “**Customer Data**” means information that you provide to SiteLock, including personal data, but excluding Customer Content and Third-Party Content.
 - 1.4. “**Devices**” mean any computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices.
 - 1.5. “**Interactive Services**” mean any support tools, chat rooms, forums blogs, or additional interactive tools associated with or available through the Services.
 - 1.6. “**Privacy Policy**” means the latest version of SiteLock’s policies and practices about information privacy accessible via SiteLock’s website, as may be updated from time to time.
 - 1.7. “**Registration Form**” means the applicable registration form or other online signup, acceptance, or order form.
 - 1.8. “**Reseller**” means a webhost, domain registrar, or other similar intermediary that is authorized to

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resell the SiteLock Services.

- 1.9. **“Security Audits”** are audits conducted by SiteLock as part of the Services to determine the compliance of network Devices that have published security standards and to disclose security vulnerabilities. Such Security Audits 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.
- 1.10. **“Services”** means any information, tools, software, services, and functionality located on or provided through the Site, including Software, and/or other products and services made available by SiteLock and ordered by Customer.
- 1.11. **“Site”** means, collectively, all of SiteLock (and its affiliates)’s associated internet properties, including without limitation SiteLock.com, any mobile applications, any APIs provided to access SiteLock’s systems or Devices accessible by the internet that facilitate, provide, or describe the Services, or any software or other websites that interface with SiteLock.com and/or any other SiteLock’s websites.
- 1.12. **“Software”** means the computer program(s), including programming tools, scripts, and routines, that SiteLock provides under the Agreement, as described more fully in each Registration Form, including all updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications made or provided by SiteLock or other utilities and tools that Customer downloads onto its computer, entertainment system, or device.
- 1.13. **“Third-Party Content”** means content created, shared, uploaded, or otherwise made available by a third party on or through the Interactive Services.
- 1.14. **“Third-Party Sites”** mean websites that are not SiteLock internet properties.
- 1.15. **“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. Services.

- 2.1. **License**. 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 use the Services for Customer’s internal purposes. Customer shall not (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.
- 2.2. **Software**. The Services may require or allow you to download Software. SiteLock grants to you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use Software solely for the purpose stated by SiteLock at the time the Software is made available to you and in accordance with the Agreement. Your use of the Software may be subject to the terms of an end-user license agreement. You shall not sub-license, or charge others to use or access Software. You shall not translate, reverse-engineer, reverse-compile or decompile, disassemble, or make derivative works from Software. You shall not modify Software or use it in any way not expressly authorized in writing by SiteLock. You understand that SiteLock’s introduction of various technologies may not be

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consistent across all platforms and that the performance of Software and related Services may vary depending on your computer and other equipment. From time to time, SiteLock may provide you with updates or modifications to Software. You understand that certain updates and modifications may be required in order to continue use of the Software and Services.

- 2.3. Connected Applications. The Services may contain features designed to interoperate with applications or other services through APIs or other plugin software ("Connected Applications"). To use such features, You may be required to obtain access to such Connected Applications from their providers, and grant SiteLock access to Your account(s) on such Connected Applications. If You use a Connected Application with the Service, You grant SiteLock permission to allow the Connected Application and its provider to access Your data solely as required for the interoperation of that Connected Application with the Service.
- 2.4. Intellectual Property Rights.
- 2.4.1. Ownership. The Services are being licensed only. Regardless of any use, distribution, or modification by Customer, SiteLock shall retain all title, interest, and ownership rights in:
- 2.4.1.1. the Services, including all techniques and ideas embedded therein,
- 2.4.1.2. all copies or derivative works of the Services, regardless of who produced, requested, or suggested the copy or derivative work,
- 2.4.1.3. all documentation and materials provided by SiteLock to Customer, and
- 2.4.1.4. all of SiteLock's copyrights, patent rights, trade secret rights and other proprietary rights.
- 2.4.2. Intellectual Property. Customer may not use the SiteLock name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with SiteLock'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 SiteLock reasonably believes that the Services are being used in such a manner, SiteLock may terminate this Agreement or restrict access to the Services. All information provided by SiteLock in connection with the Services is and shall be owned by SiteLock. Except when authorized in writing by SiteLock or elsewhere in this Agreement, 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.
- 2.4.3. Feedback. 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.
- 2.5. Ineligible Parties. To the extent permissible by law, Customer is ineligible to subscribe to the Services if: (i) Customer is a competitor of SiteLock, (ii) Customer or its agents using the Services have been convicted of any computer or Internet related crimes, (iii) Customer is more than sixty (60) days past due on any monies owed to SiteLock, or (iv) Customer is located in a region that prohibits Customer from using the Services by law.
- 2.6. 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 conform with all applicable laws, regulations, and SiteLock's policies regarding on-line conduct and content, including and as set forth in its Acceptable Use Policy.

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3. **Specialty Services.** Some of the Service provided by SiteLock, which Customer may purchase, under the terms of this Agreement include without limitation Expert Services.

3.1. Expert Services.

3.1.1. "Expert Services" mean secure website cleaning services, either manually or automatically through services such as the SiteLock's Secure Malware Alert & Removal Tool (SMART). 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) Re-upload Customer's website and/or modify Customer's login credentials to any application, account, and/or related matters; (v) Contact Customer's hosting company on the customer's behalf; (vi) Contact Google, Phishtank and/or other malware listing authorities on the Customer's behalf; and (vii) use SiteLock's SMART (Secure Malware Alert & Removal Tool) to perform scans in addition to the activities discussed in section 3.1.1(a)(i) through (viii) above. SiteLock's obligations are conditioned upon Customer's timely provision of credentials, requested information, approvals, and access to applicable systems. SiteLock shall not be responsible for delays, incomplete remediation, or additional compromises resulting from Customer's failure to cooperate or timely respond to SiteLock's reasonable requests.

3.1.2. Disclaimer. SiteLock will use commercially reasonable efforts to identify and remove malicious code and remediate identified vulnerabilities. However, SiteLock does not warrant or guarantee that all malicious code, vulnerabilities, backdoors, unauthorized access methods, or indicators of compromise will be identified or removed, or that Customer's website will remain free from future compromise following the Services. SiteLock is not responsible for any loss, corruption, alteration, deletion, unavailability, or degradation of data, content, functionality, rankings, reputation, business operations, search engine placement, email deliverability, or third-party service integrations that occurred before SiteLock commenced the Services. SiteLock is not responsible for any re-infection, recurring compromise, or subsequent security incident resulting from (i) unpatched software, (ii) compromised credentials, (iii) insecure third-party software, (iv) Customer actions or omissions, (v) hosting environment vulnerabilities, (vi) third-party access, or (vii) newly discovered vulnerabilities.

3.1.3. Customer obligations for Expert Services. 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; and (ix) Purchasing any required upgrades of third-party software necessary to prevent security vulnerabilities. Customer is solely responsible for maintaining complete and current backups of its website, databases, applications, and related content. Customer acknowledges that remediation activities may require modification, removal, replacement, or restoration of files, databases, and configurations. SiteLock shall have no liability for any resulting loss of data where Customer has failed to maintain adequate backups. Customer retains sole responsibility

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for ensuring the legality, accuracy, completeness, and appropriateness of all website content following remediation activities.

- 3.2. DNS Services. In addition to the terms of this Agreement, Customer's use of the DNS Services shall be subject to all policies available here:
https://sectigo.com/uploads/files/WebDNS_Policies_v1.0.pdf, which may be updated from time to time in SiteLock's sole discretion.

3.3. Free Bundle.

3.3.1. "Free Bundle" means a one time package, offered only through certain authorized SiteLock Resellers, that may only be purchased with the purchase of an SSL Certificate, offered by SiteLock for website cleaning services, either manually or automatically through services such as the SiteLock's Secure Malware Alert & Removal Tool (SMART). In the event that Customer purchases the Free Bundle, Customer understands, acknowledges and agrees to allow SiteLock to perform any and/or all of the following: (i) use SiteLock's SMART (Secure Malware Alert & Removal Tool) to perform scans; and (ii) Diagnose, repair, and/or remove any malware or links to malware ("Infection"), modify code to remove vulnerabilities identified to be database or cross-site scripting types of hacks.

3.3.2. Customer obligations for the Free Bundle. In the event that Customer purchases the Free Bundle, Customer shall assist SiteLock as follows: (i) Keeping up- to-date and running all anti-virus software on all Devices; (ii) Research any plug-ins, scripts, programs, themes the Customer implements for known security vulnerabilities; (iii) Removing any known and/or unresolved vulnerabilities; (iv) Removing unused FTP accounts; (v) Removing all unknown cron jobs; (vi) Securing the php configuration settings in a Customer's php.ini; (vii) Updating the file permissions for files and folders in a Customer's account; and (viii) Purchasing any required upgrades of third-party software necessary to prevent security vulnerabilities

3.3.3. Limitations. Customer is permitted: (i) daily SMART scans; and (ii) one (1) automated clean. Customer is only permitted one (1) automated clean with the Free Bundle. If the daily SMART scan finds additional Infections, or if the automated clean fails to clean the Infection, Customer may purchase additional cleaning services at their then current price.

4. **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 Internet Protocol ("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 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; and (ii) there are no restrictions which prevent or restrict Customer from granting SiteLock the license above. Unless the Registration Form expressly states that SiteLock will be providing website backup as one of the Services

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provided to the Customer, 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, defined below, and SiteLock will not disclose such information to third parties.

5. Prohibited Uses. Customer shall not:

- 5.1. use or direct the Services to interact with Devices or IPs if Customer is not expressly authorized by the Device or IP owners to do so;
- 5.2. use the Services in a manner as to produce unreasonable load on Devices or IPs to which Customer has directed the Services to interact;
- 5.3. use any of the Services, 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 SiteLock or not;
- 5.4. direct any such attacks of any kind using any protocol at the Site;
- 5.5. direct bots, crawlers, spiders, or any other automated process at the Services (which include the Site);
- 5.6. through the use of the Services or by any other means, create excessive load on the Site or any of SiteLock's Devices; and/or
- 5.7. 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.

6. Customer Identity and Authority to Enter this Agreement. Customer agrees to provide current and accurate information in all electronic or hardcopy Registration Forms submitted to SiteLock in connection with the 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 this Agreement and/or subscribing to the Services, Customer warrants and represents:

- 6.1. that Customer has the legal authority and capacity to enter into legal agreements on his/her/its jurisdictions. If you are entering into this Agreement on behalf of a business entity, you represent and warrant that you have the legal authority and capacity to bind such business entity. If you are not authorized nor deemed by law to have such authority, you assume sole personal liability for the obligations set out in this Agreement.
- 6.2. that Customer is authorized to act 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 Services to be performed.
- 6.3. That Customer 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, as may be required by certain Services, as well as furthering representing that such security scans are legal in Customer's

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locale.

- 6.4. Customer agrees to provide SiteLock any material reasonably required to verify the above- stated and agrees to cooperate with SiteLock in reasonable measures to verify the identity and authority of persons using the Services.
7. **Security.** Customer will not provide access to the Services by: (i) permitting unauthorized users to use Customer's account; (ii) 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 (iii) 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 any other party's password for any reason.
8. **Privacy.**
- 8.1. Privacy Policy. SiteLock shall follow its Privacy Policy when collecting and using Customer Data. SiteLock may amend the Privacy Policy at any time by posting the amended Privacy Policy on its website. SiteLock will implement and maintain a security program having appropriate administrative, technical, and physical safeguards designed to ensure the privacy, confidentiality, and security of the Services. Subject to Section 8.2 below, SiteLock shall use reasonable efforts in protecting Customer Data. Customer acknowledges that risks remain that are beyond SiteLock's reasonable control.
- 8.2. Disclosure. SiteLock will disclose information where required by a subpoena, interception order or other lawful process. SiteLock 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 SiteLock's rights under this Agreement.
- 8.3. Permissions. You expressly agree that SiteLock 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 SiteLock.
- 8.4. Consents. You shall obtain all necessary rights, releases, and permissions to provide any Customer Data to SiteLock, and the Customer Data and its transfer must not violate any applicable local, state, federal and international laws or regulations (including without limitation those relating to export control or electronic communications). SiteLock assumes no responsibility or liability for the Customer Data, and you will be solely responsible for the consequences of using, disclosing, storing, transferring, or transmitting the Customer Data.
- 8.5. Location of Data Processing. Customer Data that SiteLock processes on Customer's behalf may be transferred to, and stored and processed in, the United States and the United Kingdom or any other country in which SiteLock or its affiliates or subcontractors maintain facilities. Customer appoints SiteLock to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Services.
- 8.6. Use of Subcontractors and Third-Party Vendors. SiteLock may hire subcontractors to provide services on its behalf or may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. Any such subcontractor will be permitted to obtain Customer Data only to deliver that portion of the Services that SiteLock has retained them to provide and will be prohibited from using Customer Data for any other purpose. Customer consents to SiteLock's transfer of Customer Data to such subcontractors and/or third-party vendors.
9. Service Level Agreements. Any representation made by SiteLock, either in this Agreement, its website, or

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any other SiteLock issued publication and/or documentation, related to completion time of any of the herein Services, is based on the assumptions that Customer will: (i) timely respond to SiteLock's requests for information and/or access; (ii) provide SiteLock with true and accurate information in a timely manner; and (iii) fulfill all other herein obligations. SiteLock is not responsible for meeting any published remediation times and Customer hereby waives any obligation of SiteLock to comply with any such representations if Customer fails to comply with the terms of this Section 9.

10. Term and Termination.

- 10.1. Term. The term of this Agreement shall commence upon the execution of the Registration Form ("Activation Date") and, unless earlier terminated as provided herein, shall continue for either twelve (12) months, if Customer has purchased an annual plan ("Annual Plan"), or one (1) month, if Customer has purchased a monthly plan ("Monthly Plan") ("Initial Term"). The Initial Term and each Renewal Term shall automatically renew for additional twelve (12) month period if Customer has purchased an Annual Plan or one month (1) period if Customer has purchased a Monthly Plan (each, a "Renewal Term," Renewal Terms and the Initial Term shall be generically referred to each as an "Term" and collectively as the "Subscription Term") unless either party gives the other notice of non-renewal Thirty (30) days prior to the expiration of the then-current Term if Customer has purchased an Annual Plan, and at any time if Customer has purchased a Monthly Plan. The pricing shall not increase during a Term; however, SiteLock may increase the pricing applicable to any Renewal Term by providing Customer notice of the same prior to such renewal. If notice of non-renewal is provided by either party to the other, the Agreement shall terminate on the next upcoming renewal date. Customer shall not be entitled to any reimbursement of fees if either party elects not to renew the Agreement.
- 10.2. Termination of Service. Without prejudice to any rights or remedies, a party may terminate the Agreement: (i) if the other party materially breaches the Agreement and fails to remedy the breach upon thirty (30) days written notice; (ii) immediately, if the other party violates the limitations on the licenses granted herein or any of the representations it made herein; (iii) if a party (a) has a receiver, trustee, or liquidator appointed over substantially all of its assets, (b) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing, or (c) files a voluntary petition of bankruptcy or reorganization; or (iv) upon reasonable notice, if SiteLock permanently discontinues the Service.
- 10.3. Events upon Termination. Upon termination or expiration of the Agreement, (a) all rights and licenses granted herein to Customer terminate and revert to SiteLock, (b) SiteLock may restrict or limit access to the Service, (c) Customer shall immediately cease using the Services; and (d) Customer shall continue to comply with its confidentiality obligations under the Agreement.

11. Pricing and Payments.

- 11.1. Billing. As indicated on the applicable Registration Form, SiteLock will charge Customer in advance for the entire Term ("Billing"). Prices for the Services: (i) are posted on the SiteLock website or set forth on the applicable Registration Form, if purchased directly from SiteLock, or (ii) shall be in accordance with the payment terms established between Customer and Reseller, provided Customer purchases from a Reseller.
- 11.2. Method of Payment. Unless otherwise set forth herein, fees must be paid in advance and are non-refundable. When Customer subscribes to a Service, Customer must give SiteLock a valid email address and a payment method (credit or debit card) that SiteLock accepts. 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 if Customer's payment method is

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cancelled and replaced on account of loss or theft. Payments made by the credit or debit card must be designated by Customer during the account registration, and Customer authorizes SiteLock, either directly or through SiteLock's Affiliates, to charge, request, and collect payment from Customer's payment method, and to make inquiries that SiteLock may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company. For all billing methods, Customer'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.

- 11.3. Purchases through Resellers. If Customer purchased a Service from a Reseller, then to the extent there is any conflict between the Agreement and an agreement entered between Customer and the Reseller, including any purchase order, then, as between Customer and SiteLock, this Agreement shall prevail. Any rights granted to Customer by such Reseller, which are not contained in this Agreement, apply only in connection with the Reseller.
- 11.4. Refund Policy. Customer may be eligible for a refund of some or all fees in the event SiteLock's Services fail to perform, as determined solely by SiteLock, or in the event of an early discontinuation of unused pre-paid Services by SiteLock. Except as otherwise stated herein, Customer is not eligible for a refund of prepaid, unused fees if the initiate termination and/or non-renewal proceedings. 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 Agreement. Customer shall not be entitled to any refund if it uses any manual remediation services and/or Customer fails to timely provision credentials, requested information, approvals, and access to applicable systems. SiteLock shall not be responsible for delays, incomplete remediation, or additional compromises resulting from Customer's failure to cooperate or timely respond to SiteLock's reasonably requests
- 11.5. Discounts and Promotions. Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer applicable to the Service, Customer acknowledges that such discount or promotional offer only applies during the current Term and upon the next Term, the Service will renew at the full applicable fee.
- 11.6. Billing Issues. Questions regarding fees and charges must be made to SiteLock 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 Customer's account for future monthly fees or for the purchases of service upgrades. SiteLock may deactivate any account that has a disputed charge until SiteLock, in its sole discretion, determines the dispute resolved.
- 11.7. Rejected Charges. If a fee is rejected by your card issuer (or its agent or affiliate), SiteLock may deactivate your account and prevent access to the Services until the fee has been successfully processed.
- 11.8. Sales/Use Tax. Prices do not include any sales, use, excise, transaction, or similar taxes. Customer shall pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on SiteLock's net income.

12. Disclaimer of Warranty and Limitation of Liability.

- 12.1. SiteLock does not guarantee the accuracy of information found through its Services. Customer reliance on information found through its Services is at its own risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THE AGREEMENT, THE SERVICES, AND ALL ITS CONTENTS, ARE PROVIDED TO CUSTOMER "AS IS." SITELOCK MAKES NO OTHER WARRANTIES

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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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM SITELOCK OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TERMS. SITELOCK DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THE SERVICES OR THE CONTENT AVAILABLE THROUGH THE SERVICES 1) WILL MEET CUSTOMER'S REQUIREMENTS OR MEET CUSTOMER'S EXPECTATIONS OR 2) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. CUSTOMER SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THE SITE CONTAINS ALL THE RELEVANT INFORMATION AVAILABLE. WE UNDERTAKE NO OBLIGATION TO VERIFY OR MAINTAIN THE ACCURACY OF SUCH INFORMATION.

12.2. THE AGGREGATE LIABILITY OF SITELOCK, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THE AGREEMENT, SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO A CLAIM. CUSTOMER WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF SITELOCK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.

12.3. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply to the maximum extent allowed by law. Nothing in the Agreement excludes or limits the liability of either party for death or personal injury resulting from the negligence of that party or for any statements made fraudulently by either party.

12.4. 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.

13. **Special Disclaimer.** 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, and/or (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 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 ANY SECURITY AUDITS.

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14. **Right to Display SiteLock's Seals.** Customer will only place the SiteLock Seal on sites that have SiteLock approval. The SiteLock 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 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 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 SiteLock 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 revocable, non-exclusive, and non-transferable, limited license which may be rescinded at any time and for any reason at the sole discretion of SiteLock.
15. **Use of Interactive Services.** Any Interactive 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 Interactive Services to solicit business. SiteLock does not typically screen or edit Third-Party 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 Third-Party Content. Customer agrees it will not copy, reproduce, distribute, transmit, broadcast, modify, display, sell, license, or otherwise exploit Third-Party Content except in strict compliance with the rights, if any, granted to Customer by any third party. Customer warrants that all content uploaded and distributed via the SiteLock Services by Customer shall comply with all applicable laws. SiteLock will terminate the account of any Customer, and block access of any user, who infringes any SiteLock or third-party intellectual property right.
16. **Links to Third-Party Sites.** The Services may be linked to Third-Party Sites. Certain areas of the Site may allow you to interact with such Third-Party Sites and, in certain situations, you may be transferred to a Third-Party Site through a link, but it may appear that you are still on the Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than those of SiteLock, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third- Party Sites. SiteLock is providing links to the Third-Party Sites to you as a convenience, and SiteLock does not verify, make any representations, or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third- Party Sites. YOU AGREE THAT SITELOCK WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Services to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply SiteLock's endorsement or recommendation.
17. **Confidentiality.**

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- 17.1. 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 this Agreement.
- 17.2. As used herein, "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, domain credentials, 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.
- 17.3. The obligations to protect Confidential Information in this Section shall not apply to information which: (i) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (ii) is or becomes publicly known through no act or failure to act on the part of the receiving party; (iii) is approved by the disclosing party for disclosure without restriction; (iv) became rightfully known to the receiving party, without confidential or proprietary restrictions, from a source other than the disclosing party; (v) 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 (vi) is required to be disclosed by law.
- 17.4. To the extent Customer purchases the Services through a Reseller, the Customer hereby acknowledges and consents to such Reseller providing SiteLock with the Customer's Confidential Information solely to the extent necessary for SiteLock to provide the Services to Customer.
18. **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 ten (10) day grace period, or if Customer fails to comply with the terms of this 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 this Agreement 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: (i) declare all unpaid monies immediately due and payable; (ii) suspend or terminate the Services; and/or (iii) take any other lawful action SiteLock deems to be appropriate to enforce Customer's obligations under this Agreement. Customer agrees to pay costs and reasonable attorney's fees SiteLock might incur while enforcing its rights under this agreement.
19. **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

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parties from and against all losses, damages, costs, and attorney's fees ("Claims") stemming from violation of this Agreement 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.

20. **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, United States of America. 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.

21. **Binding Individual Arbitration.**

21.1. 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.

21.2. Exclusions from Arbitration. CUSTOMER AND THE COMPANY AGREE THAT ANY CLAIM FILED BY EITHER PARTY IN SMALL CLAIMS COURT or ANY CLAIM FOR AMOUNTS OWED FOR SERVICES RENDERED ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.

21.3. 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.

21.4. 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.

21.5. 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

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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.

- 21.6. **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.
- 21.7. **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.
- 21.8. **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.
- 21.9. **Continuation.** This Section shall survive any termination of this Agreement.
22. **Waiver of Rights.** Customer agrees that the only way to waive rights under this Agreement is explicitly and in writing. Any failure to enforce any provision or right under this Agreement, by either party, will not waive the party’s right to enforce the same provision later or the party’s right to enforce any other provision of the Agreement
23. **General.** Customer recognizes that this Agreement, along with SiteLock’s Privacy Policy, Acceptable Use Policy, any Additional Terms (as defined herein) and other documents expressly incorporated by reference, constitute the complete agreement between Customer and SiteLock. Customer agrees that this Agreement will supersede any prior agreements or statements made verbally or in writing. 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. 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. Any headings herein are for convenience only and are not part of this Agreement. 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.

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24. **Modifications.** SiteLock can change, update, or add or remove provisions of this Agreement, at any time by posting the updated terms on the Site and by notifying the Customer either through a banner on the Site or, depending on the Customer's account status, via email at SiteLock's sole discretion. By using the Services after SiteLock has updated the Agreement, you agree to all the updated terms; if you do not agree with any of the updated terms, you must stop using the Services. You also acknowledge and agree that this Agreement may be superseded by expressly designated legal notices or terms located on particular features of the Services ("Additional Terms") that SiteLock may make available from time to time through its internet properties, including any applicable limitations on damages and resolution of disputes. These expressly designated legal Additional Terms are incorporated into this Agreement and supersede the provision(s) of this Agreement that are designated as being superseded. SiteLock may make changes to the Services at any time. You understand and agree that the Services are evolving. As such, SiteLock may require that you download and install updates to the Services, at any time, without notice or liability to you. You also understand and agree that any such changes or updates to the Services might change the system specifications or features necessary to use the Services, without liability to you.
25. **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.
26. **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.
27. **Local Laws; Export Control.** SiteLock controls and operates the Services from its headquarters in the United States of America and it may not be appropriate or available for use in other locations. If you use the Services outside the United States of America, you are responsible for following applicable local laws. 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.
28. **Notices; Electronic Communications.** All notices and demands required or contemplated hereunder 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, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the notice address provided by each party. SiteLock may give written notice to Customer via electronic mail to the Customer's electronic mail address as maintained in SiteLock's billing records. The communications between Customer and SiteLock use electronic means, whether Customer visits the Site or sends SiteLock e-mails, or uses the Services or whether SiteLock posts notices on the Site or communicates with Customer via e-mail. For contractual purposes, Customer (i) consents to receive communications from SiteLock in an electronic form; and (ii) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that SiteLock provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Customer's statutory rights. Where SiteLock requires that Customer provide an e-mail address, Customer is responsible for providing SiteLock with its most current e-mail address. In the event that the last e-mail address Customer provided to SiteLock is not valid, or for any reason is not capable of delivering to Customer any notices required/ permitted by the Agreement, SiteLock's dispatch of the e-mail containing such notice will nonetheless

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constitute effective notice.

29. **California Consumer Notice.** Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Site and Services are provided by SiteLock LLC. If You have a question or complaint regarding the Site or Services, please contact Us at support@sitelock.com. You may also contact Us by writing at: **SiteLock LLC, 8800 E. Raintree Dr, Suite 340, Scottsdale AZ USA**. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.
30. **Contact Us.** If You have any questions about this Agreement or otherwise need to contact Us for any reason, You can reach Us at Toll-Free: +1 (855) 378-6200, email us at support@sitelock.com, or write us at: **SiteLock LLC, 8800 E. Raintree Dr, Suite 340, Scottsdale AZ 85260 USA**.