WEBDNS - SECTIGO WEB SECURITY PLATFORM TERMS AND CONDITIONS

IMPORTANT—PLEASE READ THESE TERMS AND CONDITIONS (THE "**AGREEMENT**") CAREFULLY BEFORE APPLYING FOR, AGREEING TO, ACCEPTING, OR USING THE SECTIGO WEB SECURITY PLATFORM. THIS AGREEMENT GOVERNS YOUR USE OF ANY SECTIGO WEB SECURITY PLATFORM ONLINE SERVICE AND THE SECTIGO WEB SECURITY PLATFORM WEBSITE, INCLUDING ANY UPDATES AND ANY ACCOMPANYING WRITTEN DOCUMENTATION THERETO (THE "**SERVICES**"). BY USING, APPLYING FOR, OR ACCEPTING THE SERVICES OR BY CLICKING ON "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO AND ACCEPT THE TERMS AS PESENTED HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE SECTIGO'S SERVICES. IF YOU AGREE TO AND ACCEPT THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT.

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

This Agreement constitutes a binding agreement between you ("**Subscriber**" or "**you**") and Sectigo Limited ("**Sectigo**"), with registered number 04058690 and which has its principal place of business at 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom. Any failure of Subscriber to abide by this Agreement shall void Sectigo's obligations hereunder.

1. General Use of the Services

1.1. License. Subject to and conditioned on Subscriber's payment of Fees (as defined herein) and compliance with all other terms and conditions of this Agreement, Sectigo hereby grants to Subscriber a revocable, non-exclusive, non-sublicensable, and non-transferable license to use the Services solely by Subscriber in the ordinary course of its internal business and in accordance with the terms herein (the "**Permitted Use**") during the Term (as defined herein). All rights not expressly granted herein are reserved to Sectigo.

1.2. Scope of License. Subscriber may use the Services subject to the applicable product plan as chosen by the Subscriber at the time of purchase (each a "**Product Plan**"). Subscriber shall not exceed the usage permitted by each respective Product Plan. Subscriber may upgrade to a higher-level Product Plan at any time, subject to all applicable terms and Fees.

1.3. 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.

1.4. Account. The account shall be protected by a username and password which are confidential information. Subscriber, and not Sectigo, 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 or any other unlawful activity security breach related to the Services. Sectigo reserves the right to suspend or terminate Subscriber's account, or access thereto, for any reason, including if any registration information is inaccurate, untrue or incomplete, if Subscriber fails to maintain the security of any access credentials, or if Sectigo determines that a security breach has occurred or is likely to occur.

1.5. License Restrictions. Except as expressly permitted in this Agreement, Subscriber shall not, and shall not permit any other person or entity to:

(i) copy the Services, in whole or in part;

(ii) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Services;

(iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services to any third party;

(iv) reverse engineer, disassemble, decompile, decode, or adapt the Services, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;

(v) bypass or breach any security device or protection used for or contained in the Services;

(vi) 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 computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices;

(vii) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Services;

(viii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person or entity, or that violates any applicable law;

(ix) use the Services for purposes of: (a) benchmarking or competitive analysis of the Services; (b) developing, using, or providing a competing software product or service; or (c) any other purpose that is to Sectigo's detriment or commercial disadvantage;

(x) use the Services in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the applicable Service could lead to personal injury or severe physical or property damage; or

(xi) use the Services other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement.

1.6. Security Measures. The Services may contain technological measures designed to prevent unauthorized or illegal use of the Services. Subscriber acknowledges and agrees that: (a) Sectigo may use these and other lawful measures to verify Subscriber's compliance with the terms of this Agreement and enforce Sectigo's rights, including all intellectual property rights, in and to the Services; (b) Sectigo may deny any individual access to and/or use of the Services if Sectigo, in its sole discretion, believes that person's use of the Services would violate any provision of this Agreement, regardless of whether Subscriber designated that person as an authorized user; and (c) Sectigo may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Subscriber's computers, systems and software, that Sectigo may gather periodically to improve the performance of the Services. This information will be treated in accordance with Sectigo's Privacy Policy (available at https://sectigo.com/privacy-policy and herein referred to as the "**Privacy Policy**").

1.7. Trial/Beta Services. Sectigo may from time to time, permit Subscriber to register for services that are offered to Subscriber on a free-to-try basis for a limited period ("**Trial Services**") or invite Subscriber to try Sectigo products or services that are not yet generally available to customers ("**Beta Services**"). Subscriber may accept or decline any such invitation in its sole discretion. Trial Services and Beta Services do not renew automatically and will terminate on the earlier of: (i) termination or expiration of the Service Term; or (ii) Subscriber's purchase of Services previously made available as Trial Services or Beta Services. Trial Services and Beta Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Trial Services and Beta Services are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. SUBSCRIBER ASSUMES AND UNCONDITIONALLY RELEASES SECTIGO FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY TRIAL SERVICES AND/OR BETA SERVICES. Sectigo may discontinue the Trial Services or Beta Services at any time in its sole discretion. Sectigo does not promise or represent that Beta Services will be made generally available.

2. Sectigo WebDNS Services.

2.1. In addition to the terms of this Agreement, Subscriber's use of the WebDNS 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 Sectigo's sole discretion.

3. Subscriber Obligations and Warranties

3.1. Obligations. Subscriber shall:

(i) Be responsible for the compliance with all laws, regulations, and other restrictions on the distribution or use of the Services, 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.

3.2. Warranties. By accepting this Agreement and/or subscribing to the Services, Subscriber warrants and represents:

(i) That Subscriber 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.

(ii) That Subscriber has the needed permission with Subscriber's web host, technology team, and/or any other affected party, for Sectigo 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 Subscriber's locale.

(iii) That Subscriber 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 Subscriber posts, distributes, transmits or solicits from others while using the Services.

(iv) That Subscriber will not provide access to the Services by; (i) permitting unauthorized users to use Subscriber's account; (ii) making an account for someone who is not authorized to perform the role or view the information for which Subscriber 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.

(v) That Subscriber is the sole owner of and/or holds all necessary rights in and to Subscriber Data and there are no restrictions which prevent or restrict Subscriber from granting Sectigo the licenses herein.

4. Fees and Payment

4.1. Fees. The Services are provided on a subscription basis. Subscriber shall pay all fees resulting from Services ordered under its account, regardless of any actual use of the Services (the "**Fees**"). Prices for the Services: (i) are posted on the Sectigo website at www.platform.sectigo.com if purchased directly from Sectigo, or (ii) shall be in accordance with the payment terms established between Subscriber and reseller, provided Subscriber purchases from a reseller. Sectigo may revise its prices at any time by posting an amended fee schedule on Sectigo's website. Continued use of the Services after an amended price schedule is posted constitutes Subscriber's acceptance of the price changes.

4.2. Method of Payment. Fees must be paid in advance and are non-refundable. Payment must be made by the credit or debit card designated by Subscriber during the account registration, and Subscriber 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.

4.3. Purchases through Resellers. If Subscriber purchased a Service from a reseller, then to the extent there is any conflict between the 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.

4.4. Refund Policy. Subscriber may be eligible for a refund of some or all Fees in the event Sectigo's Services fail to perform, as determined solely by Sectigo, or in the event of an early discontinuation of unused pre-paid

Services by Sectigo. 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, Sectigo may not be able to refund any taxes that Subscriber paid. Sectigo will use commercially reasonable efforts to refund promptly any charges (less any amounts that Subscriber owes) to Subscriber. This Refund Policy shall not apply if Subscriber is found to be in violation of Sectigo's Agreement.

4.5. Discounts and Promotions. Unless expressly stated otherwise in a separate legally binding agreement, if Subscriber received a special discount or other promotional offer applicable to the Service, Subscriber 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.

4.6. 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.

4.7. 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.

5. Privacy and Data Protection

5.1. Privacy Policy. Sectigo shall follow its Privacy Policy when collecting and using information from you, including any data or personal information that you provide to us ("**Subscriber Data**"). Sectigo may amend the privacy policy at any time by posting the amended privacy policy on its website. Sectigo 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 5.2 below, Sectigo shall use reasonable efforts in protecting Subscriber's information. Subscriber acknowledges that risks remain that are beyond Sectigo's reasonable control.

5.2. 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.

5.3. 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. By clicking "I ACCEPT", you affirmatively consent to receiving information relating to the Services from Sectigo and its affiliates'.

5.4. 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.

5.5. Consents. You must obtain all necessary rights, releases and permissions to provide any Subscriber Data to Sectigo, and the Subscriber Data and its transfer must not violate any applicable local, state, federal and international laws and regulations (including without limitation those relating to export control or electronic communications). Sectigo assumes no responsibility or liability for the Subscriber Data, and you will be solely responsible for the consequences of using, disclosing, storing, transferring or transmitting the Subscriber Data.

5.6. Location of Data Processing. Subscriber Data that Sectigo processes on Subscriber's behalf may be transferred to, and stored and processed in, the United States and the United Kingdom or any other country in which Sectigo or its affiliates or subcontractors maintain facilities. Subscriber appoints Sectigo to perform any such transfer of Subscriber Data to any such country and to store and process Subscriber Data in order to provide the Services.

5.7. Use of Subcontractors and Third-Party Vendors. Sectigo 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. Any such subcontractor will be permitted to obtain Subscriber Data only to deliver the services Sectigo has retained them to provide and will be prohibited from using Subscriber Data for any other purpose. Subscriber consents to Sectigo's transfer of Subscriber Data to such subcontractors and/or third-party vendors.

6. Intellectual Property Rights

6.1. 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.

6.2. 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.

7. 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;
(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.

8. Exclusion of Warranties.

8.1. 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.

8.2. Guarantee Disclaimer; Assumption of Risk. SECTIGO DOES NOT GUARANTEE THE ACCURACY OF INFORMATION FOUND THROUGH ITS SERVICES. SUBSCRIBER'S RELIANCE ON INFORMATION FOUND THROUGH ITS SERVICES IS AT YOUR OWN 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.

8.3. Specific Disclaimer. Subscriber understands and acknowledges that, in some situations, based on the Services purchased from Sectigo Sectigo, certain automated or manual system probes to identify website and network vulnerabilities will be inherently invasive and intrusive and may result in inadvertent damage to Subscriber's system, may cause excessive amounts of log messages resulting in excessive disk space consumption, or may cause other damage resulting from intrusive and/or invasive techniques used to gain access to Subscriber's system. Subscriber hereby gives its informed consent to intrusion into Subscriber's systems by Sectigo and its agents for the sole purpose of performing the Services provided herein. SUBSCRIBER HEREBY

ACKNOWLEDGES AND AGREES THAT SECTIGO WILL NOT BE LIABLE FOR ANY DELAYS OR DAMAGES CAUSED BY SECTIGO'S SERVICES.

9. Term and Termination

9.1. Term. This Agreement shall commence upon the activation of Subscriber's account and shall continue until terminated by either Subscriber or Sectigo (the "**Term**").

9.2. Termination by Subscriber. Subscriber may terminate this Agreement at any time by closing its account. Sectigo is not responsible for any losses for Subscriber's termination.

9.3. 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.

9.4. 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.

10. Limitation of Liability

10.1. Damage Limitation. SECTIGO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OR RELATED TO THIS AGREEMENT, UNDER ANY THEORY OR CLAIM, SHALL BE LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE SERVICES OR IF NO AMOUNTS HAVE BEEN PAID, USD $100, 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 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.

10.2. 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.

11. Miscellaneous

11.1. HIPAA Business Associate Agreement. If Subscriber is subject to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), as a Covered Entity or Business Associate (as defined in HIPAA) and uses the Services in a manner that causes Sectigo to create, receive, maintain, or transmit Protected Health Information on Subscriber's behalf, please contact a sales representative or legalnotices@sectigo.com, in order to use the Services in a compliant manner. Unless otherwise agreed in writing, (i) Sectigo does not intend that Subscriber's use of the Services will create obligations to comply with HIPAA, (ii) Sectigo makes no representations that the Services satisfy HIPAA requirements, and (iii) Subscriber agrees not to use the Services in connection with any Protected Health Information (as defined in HIPAA).

11.2. 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.

11.3. 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.

11.4. Changes in Services. Sectigo may modify the Services in its sole discretion, including removing, modifying, or updating functionality and features, in whole or in part, without notice. Sectigo reserves the right to modify this Agreement at any time, and each such modification will be effective upon posting on the Sectigo Security Web Platform website (the "**Site**"). All material modifications will apply prospectively only. Your continued use of any Services following any such modification constitutes your agreement to be bound by the modified Agreement. To stay informed of any changes, please review the most current version of this Agreement posted on the Site. If you do not agree to be bound by the Agreement, you must stop using the Services immediately.

11.5. 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 9 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.

11.6. 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.

11.7. 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 26 Office Village, 3rd Floor, Exchange Quay, Trafford Road, Salford, Manchester M5 3EQ, United Kingdom. Notices to Subscriber shall be sent to the email address provided during the registration process. Notices may be sent facsimile transmission provided that all facsimile transmissions are confirmed within 12 hours by a first-class mailed copy of the facsimile transmission. 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.

11.8. 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

11.9. 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.

11.10. 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.

11.11. Governing Law and Jurisdiction. The Agreement and any disputes relating to the Services provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of New Jersey, if Subscriber is located in North America; or (b) the laws of England and Wales, if Subscriber is located outside of North America. The parties agree to the exclusive jurisdiction of (a) the courts of New Jersey if Subscriber is located in North America, or (b) the courts of England and Wales if the Subscriber is located outside of North America.

11.12. Rights of Third Parties. There are no third party beneficiaries under this Agreement.

11.13. Binding Individual Arbitration.

(i) Purpose. "Dispute" is to be given the broadest possible meaning that will be enforced. If Subscriber has a Dispute with Sectigo or any of Sectigo'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, Subscriber and Sectigo 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.

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

(iii) Notice of Dispute. IF SUBSCRIBER HAS A DISPUTE WITH THE COMPANY, SUBSCRIBER MUST SEND WRITTEN NOTICE TO THE COMPANY TO GIVE THE COMPANY THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. Subscriber agrees to negotiate resolution of the Dispute in good faith for no less than 60 days after Subscriber provides notice of the Dispute. If the Dispute is not resolved within 60 days from receipt of notice of the Dispute, Subscriber or Sectigo may pursue Subscriber's claim in arbitration pursuant to the terms in this Section.

(iv) 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.

(v) Initiation of Arbitration Proceeding/Selection of Arbitrator. If Subscriber or Sectigo elects to resolve the Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), www.adr.org, or JAMS www.jamsadr.com. The terms of this Section govern in the event they conflict with the rules of the arbitration organization selected by the parties.

(vi) Arbitration Procedures. Because the Service provided to Subscriber by Sectigo 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 Subscriber provided notice to and negotiated in good faith with Sectigo as described above, if the arbitrator finds that Subscriber is the prevailing party in the arbitration, Subscriber 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 Sectigo or Subscriber. 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.

(vii) Location of Arbitration. All claims for arbitration shall be submitted to and heard by the office of AAA located in the State of New Jersey. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in the State of New Jersey.

(viii) 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.

(ix) Continuation. This Section shall survive any termination of this Agreement.

ACCEPTANCE

BY CLICKING "I ACCEPT", 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.