CVC Subscriber Agreement

1. Application of Terms

1.1. The terms and conditions set out herein (the "Agreement") govern the relationship between you (the "Subscriber") and Comodo CA Limited ("Comodo") with respect to any of the services described herein. In this Agreement, "you" and "your" refer to each Subscriber and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Comodo and its affiliates. This Agreement explains our obligations to you, and your obligations to us in relation to the Comodo Subscription Service(s) (as defined herein) you purchase.

1.2. By purchasing or otherwise applying for a Content Verification Certificate ("CVC"), you agree to establish a subscription account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Comodo service(s) or to modify or cancel your Comodo service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you is your agent with full authority to act on your behalf with respect to such services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at 555 Washington Blvd., Jersey City, New Jersey. Sections 1 through 23 apply to any and all Comodo Subscription Services (as defined below).

2. Definitions and Interpretations

2.1. In this Agreement, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

"Business Day" means any calendar day that is Monday to Friday inclusive, excluding any days on which the banks in the United States are closed for business;
"Confidential Information" means all material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of a party that is not accessible or known to the general public. Confidential Information shall include, but not be limited to, (a) any and all information regarding or related to any software utilized by the parties to create, operate or perform their respective obligations hereunder, including, but not limited to, all personal identification numbers and passwords; and (b) any information which concerns technical details of operation of any of the Comodo services and products offered hereunder.
"Content Verification Certificate" or **"CVC"** means a digitally signed electronic data file (conforming to the X509 version 3 ITU standard) issued by Comodo that identifies a person or entity via web page contents, such as login boxes, navigation panes, trademarks/branding, accreditations/associations, images and logos.
"Domain Name" means a name registered with an Internet registration authority for use as part of a Subscriber's URL;
"Effective Date" means the date when Comodo receives the Subscriber's request for

Subscription Service set out in the Enrollment Form and sent to Comodo via the online registration process;

"Enrollment Form" means an electronic form on Comodo's Website completed by the Subscriber by providing the Subscriber Data and which identifies the requirements for the Subscription Service;

"Force Majeure Event" means, in relation to any party any circumstances beyond the reasonable control of that party including without prejudice to the generality of the foregoing any natural disaster, act or regulation of any governmental or supra-national authority, lack or shortage of materials supplied by a third party (other than where such circumstances arise due to lack of reasonable planning), war or natural emergency, accident, epidemic, fire or riot;

"Insolvency Event" means, in respect of any company that is party to this Agreement, that such company has ceased to trade, been dissolved, suspended payment of its debts or is unable to meet its debts as they fall due, has become insolvent or gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), entered into administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors or taken any steps for its winding-up.

"Internet" means the global data communications network comprising interconnected networks using the TCP/IP standard;

"Issue Date" means the date of issue of a CVC to the Subscriber;

"Repository" means the publicly available collection of databases for storing and retrieving information relating to CVCs and which may be accessed via the Comodo Website;

"Selected Subscriber Data" means all of the Subscriber Data set out in this Agreement or the Comodo website(s);

"Site" (also **"Website"**) means a collection of interconnected HTML web pages, including a home page, under the control of one entity;

"Software" means any software provided by Comodo to enable the Subscriber to access or use the Subscription Service;

"Subscriber" means the entity or organization named on the Enrollment Form during the online registration process and anyone that acts or purports to act with that person's authority or permission;

"Subscriber Data" means information about the Subscriber required by Comodo to provide the Subscription Service, including, without limitation, the information set out in this Agreement which must be provided by the Subscriber on the Enrollment Form during the online registration process;

"Subscription Service" means the CVC subscription services and any products and related services as described herein;

"Subscription Service Period" means the time period during which a CVC remains valid and may be used as set out herein;

"Third Party Data" means data, information or any other materials (in whatever form) not owned or generated by or on behalf of the Subscriber;

"URL" means a uniform resource locator setting out the address of a webpage or other file on the Internet.

2.2. Subject to Section 12, references to "indemnifying" any person against any circumstance include indemnifying and holding that person harmless from all actions, claims and proceedings from time to time made against that person and all loss, damage, payments, cost or expenses suffered, made or incurred by that person as a consequence of that circumstance;

3. Provisioning the Subscription Service

Provided that Comodo is able to validate, to its satisfaction, the Subscriber Data, and that Comodo accepts a Subscriber's application for the Subscription Service (as such application is set out in the Enrollment Form), Comodo shall provide to the Subscriber the Subscription Service in accordance with the terms of this Agreement. Notwithstanding the foregoing, Comodo reserves the right to refuse a Subscriber's application at its sole discretion and for any reason.

4. Use of the Subscription Service

4.1. The Subscription Service is provided by Comodo for the Subscriber's own use and the Subscriber hereby agrees not to resell or attempt to resell (or provide in any form whether for consideration or not) the Subscription Service (or any part of it) to any third party and shall not allow any third party to use the Subscription Service without the prior written consent of Comodo.

4.2. The Subscriber shall:

(i) use or access the Subscription Service only in conjunction with the Software or other software that may be provided by Comodo from time to time or specified by Comodo to be appropriate for use in conjunction with the Subscription Service;
(ii) be responsible, at its own expense, for access to the Internet and all other communications networks (if any) required in order to use the Subscription Service and for the provision of all computer and telecommunications equipment and software required to use the Subscription Service except where expressly provided otherwise herein; and
(iii) obtain and keep in force any authorization, permission or license necessary for the Subscriber to use the Subscription Service except where Comodo expressly agrees to obtain the same under the terms of this Agreement.

4.3. The Subscriber shall not use the Subscription Service to transmit (either by sending by e-mail or uploading using any format of communications protocol), receive (either by soliciting an e-mail or downloading using any format of communications protocol), view or in any other way use any information which may be illegal, offensive, abusive, contrary to public morality, indecent, defamatory, obscene or menacing, or which is in breach of confidence, copyright or other intellectual property rights of any third party, cause distress, annoyance, denial of any service, disruption or inconvenience, or send or provide advertising or promotional material or other form of unsolicited bulk correspondence.

4.4. The Subscriber acknowledges and agrees that any warranty provided by Comodo related to CVCs is provided solely for the benefit of third parties, and Subscriber shall have no rights with respect thereto, including, but not limited to, any right to enforce the terms of or make any claim under any such warranty.

5. License of Subscription Service Technology

5.1. Comodo grants the Subscriber a revocable, non-exclusive, non-transferable personal license to use any CVC provided to Subscriber by Comodo in accordance with the Subscription Service, and any manuals or other documents relating to the above insofar as is necessary for the Subscriber to utilize the Subscription Service.

5.2. The Subscriber shall not copy or decompile, enhance, adapt or modify or attempt to do the same to any CVC, or any technology, documents or manuals relating to the same, without the prior written consent of Comodo.

6. Payment Terms

6.1. The amount due to be paid to Comodo by the Subscriber for the Subscription Service shall be set forth during the registration process at the Comodo website. The amount due shall be paid by the Subscriber on or before the Issue Date.

6.2. All payments made by the Subscriber to Comodo for the Subscription Service shall be non-refundable.

7. Security

7.1. The Subscriber shall take all reasonable measures to ensure the security and proper use of all personal identification numbers and passwords used in connection with the Subscription Service. The Subscriber shall also immediately inform Comodo if there is any reason to believe that a personal identification number or password has or is likely to become known to someone not authorized to use it, or is being, or is likely to be used in an unauthorized way, or if any of the Subscriber Data provided by the Subscriber using the on-line registration process or subsequently notified to Comodo ceases to remain valid or correct or otherwise changes.

7.2. The Subscriber shall have sole responsibility for all statements, acts and omissions which are made under any password provided by it to Comodo. Comodo reserves the right to revoke a Subscriber's CVC in the event that Comodo has reasonable grounds to believe that:

(i) a personal identification number or password has, or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way;
(ii) a Subscriber's CVC has not been issued in accordance with Comodo's validation policies;
(iii) the Subscriber has requested that its CVC be revoked;
(iv) there has been, there is, or there is likely to be a violation of, loss of control over, or unauthorized disclosure of Confidential Information relating to the Subscription Service; or
(v) the Subscriber Data is no longer correct or accurate, save that Comodo has no obligation to monitor or investigate the accuracy of information in a CVC after the Issue Date of that CVC;

(vi) the Subscriber has used the Subscription Service with third party software not authorized by Comodo for use with the Subscription Service; or
(vii) the Subscriber has used the Subscription Service contrary to law, rule or regulation. and Comodo may, at its sole discretion, after revocation of a CVC, reissue a CVC to the Subscriber or terminate this Agreement in accordance with the provisions of section 14 herein.

7.3. The Subscriber agrees to discontinue all use of the Subscriber's CVC if the Subscriber's CVC is revoked in accordance with this Agreement, the Subscription Service Period expires, this Agreement is terminated, or any of the information constituting the Subscriber Data ceases to remain valid or correct or otherwise changes.

8. Confidentiality

8.1. Neither party shall use any Confidential Information other than for the purpose of performing its obligations under this Agreement or as otherwise permitted pursuant to this Agreement. All uses of Confidential Information provided by Subscriber, except as otherwise provided herein, are subject to the Comodo Privacy Policy.

8.2. Each party shall ensure that any person to whom confidential Information is disclosed by it complies with the restrictions set out in this section 8 as if such person were a party to this Agreement.

8.3. Notwithstanding the previous provisions of this section 8, either Party may disclose Confidential Information if and to the extent required by law, for the purpose of any judicial proceedings or any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, whether or not the requirement for information has the force of law, and if and to the extent the information has come into the public domain through no fault of that party. Should a Party be required to disclose Confidential Information pursuant to this section, the Party shall promptly give notice of such requirement to the other Party prior to disclosing the Confidential Information.

8.4. The restrictions contained in this section 8 shall continue to apply to each party for the duration of this Agreement and for the period of 5 years following the termination of this Agreement.

9. Subscriber Data

9.1. The Subscriber acknowledges that in order to provide the Subscription Service the Selected Subscriber Data may be embedded in the Subscriber's CVC and the Subscriber hereby consents to the disclosure to third parties of such Selected Subscriber Data held therein.

9.2. The Subscriber hereby grants Comodo permission to examine, evaluate, process and in some circumstances transmit to third parties located outside the United States the Subscriber Data insofar as is reasonably necessary for Comodo to provide the Subscription

Service.

9.3. Comodo shall, in performing its obligations under this Agreement, take reasonable technical and organization measures against the unauthorized or unlawful processing of personal data and against actual loss or destruction of or damage to such data.

10. Intellectual Property Rights

10.1. The Subscriber agrees not to use the Comodo name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with the prior written consent of Comodo.

10.2. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software (""Comodo Intellectual Property Rights") are owned by Comodo or its licensors, and you agree to make no claim of interest in or ownership of any such Comodo Intellectual Property Rights. You acknowledge that no title to the Comodo Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Comodo or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any derivative work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such derivative work shall be owned by Comodo and all right, title and interest in and to each such derivative work shall automatically vest in Comodo. Comodo shall have no obligation to grant you any right in or to any such derivative work.

11. Comodo Obligations

Comodo agrees to:

(i) provide the Subscription Service with the reasonable skill and care.
(ii) take reasonable care to investigate and verify prior to the Issue Date the accuracy of the information to be incorporated in the CVC; and
(iii) use commercially reasonable efforts to provide the Subscription Service within a reasonable period of time after the Effective Date if Subscriber's application for the Subscription Service is accepted by Comodo. However, Subscriber agrees that Comodo is under no obligation to meet any agreed date and has no liability to the Subscriber for failure to provide the Subscription Services (or any party thereof) by such date.

12. Subscriber Warranties, Representations and Indemnities

12.1. The Subscriber warrants, represents and undertakes that:

(i) all Subscriber Data is, and any other documents or information provided by the Subscriber are, and will remain accurate and will not include any information or material (or any part thereof) the accessing or use of which would be unlawful, contrary to public interest or otherwise likely to damage the business or reputation of Comodo in any way;
(ii) it has and will comply with all applicable consumer and other laws, regulations, instructions and guidelines, with all relevant licenses and with all other codes of practice which apply to the Subscriber or Comodo and that the Subscriber has obtained all licenses and consents necessary to fully perform its obligations under this Agreement; and
(iii) it has full power and authority to enter into this Agreement and to perform all of its obligations under this Agreement.

12.2. Subscriber shall promptly disclose in writing to Comodo anything that constitutes a breach of, or is inconsistent with, any of the warranties and representations in section 12.1.

12.3. Subscriber shall indemnify Comodo against any claims or legal proceedings which are brought or threatened against Comodo by any third party as a result of the Subscriber's breach of any of the provisions of this Agreement. Comodo will notify the Subscriber of any such claims or proceedings and keep the Subscriber informed as to the progress of such claims or proceedings.

12.4. The Subscriber agrees not to make any representations regarding the Subscription Service to any third party except as first agreed to in writing by Comodo.

13. Exclusion of Warranties

EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

14. Term and Termination

14.1. This Agreement shall commence on the Effective Date and shall continue for the Subscription Service Period unless terminated earlier in accordance with this Section 14.

14.2. Either party may terminate this Agreement for convenience by providing to the other 20 Business Days' written notice.

14.3. This Agreement may be terminated forthwith or on the date specified in the notice:

(i) by either party if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been

remedied within 20 Business Days of a written request by the other party to remedy the same, or by either party if in respect of the other party an Insolvency Event occurs or that other party ceases to carry on its business;

(ii) by Comodo in the event a CVC is revoked in accordance with the provisions of Section 7.2 or if Comodo is unable to validate, to its satisfaction, all or part of the Subscriber Data.

15. Consequences of Termination

If this Agreement is terminated by Comodo under Section 14 for any reason or under Section 17, Comodo may (in the event that a Subscriber's CVC has not already been revoked) revoke the Subscriber's CVC without further notice to the Subscriber and the Subscriber shall pay any amounts due to Comodo under this Agreement. Comodo shall have no obligation to refund any payment by the Subscriber to Comodo in the event of any termination of this Agreement.

16. Limitation of Liability

16.1. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY COMODO SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL COMODO, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF COMODO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN COMODO'S LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

16.2. YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL COMODO BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS SUFFERED BY THE SUBSCRIBER DUE TO USE OF A CVC OR THE SUBSCRIPTION SERVICES.

16.3. YOU FURTHER AGREE THAT COMODO SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY ANY PARTY DUE TO THE LOSS, THEFT, UNAUTHORIZED DISCLOSURE, UNAUTHORIZED MANIPULATION, ALTERATION, OR LOSS OF USE.

17. Force Majeure

17.1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from a Force Majeure Event.

17.2. Each of the parties hereto agrees to give written notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event and its anticipated duration. If such duration is more than 20 days then the party not in default shall be entitled to terminate this agreement, with neither party having any liability to the other in respect of such termination.

17.3. The party asserting a Force Majeure Event shall not be excused performance of its obligations unaffected by such a Force Majeure Event and shall endeavor to seek an alternative way of fulfilling its affected obligations without any materially adverse affect on the other party.

18. Waiver and Severability

18.1. In the event that any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will not be affected, impaired or invalidated. If the absence of the invalid, void or unenforceable provision(s) adversely affects the substantive rights of either of the parties, the parties agree to replace such provision(s) or parts thereof with new provision(s) that closely approximate the economic and proprietary results intended by the parties.

18.2. No waiver, delay or discharge by a Party will be valid unless in writing and signed by an authorized representative of the Party against which its enforcement is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default, will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.

19. Notices

Except as expressly provided otherwise herein, all notices to Comodo shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Comodo CA Inc., 555 Washington Blvd., Jersey City, New Jersey, 07310 USA. Notices may be sent by first-class mail or facsimile transmission provided that any facsimile transmission is confirmed within 12 hours by a first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received 12 hours after dispatch. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information

20. Entire Agreement; Modifications by Comodo

20.1. This Agreement and applicable Schedules and all documents referred to herein contain the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersedes all prior agreements, understandings and arrangements relating thereto. No representation, undertaking or promise shall be taken to

have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as may be expressly stated in this Agreement.

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

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

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

21. Assignment

The Subscriber may not assign or transfer or purport to assign or transfer any right or obligation under this Agreement without first obtaining Comodo's prior written consent. Comodo may assign or transfer this agreement in its sole discretion.

22. Governing Law and Jurisdiction

This Agreement and all matters arising from, out of, or in connection with, or that are related in any way to this Agreement, are governed by and shall be construed in accordance the law of New Jersey and the parties submit to the exclusive jurisdiction and venue of the state and federal courts of New Jersey for resolution of any and all disputes that arise from, out of, or in connection with, or that are related in any way to the Agreement.

23. Rights of Third Parties

23.1. The parties agree that there shall be no third party beneficiaries under this Agreement.

This subscriber agreement was last updated on 4th October 2005.