

## SURFEASY LICENSE AND SERVICES AGREEMENT

### PART 1 – INTRODUCTION

**Thank you for choosing SurfEasy, brought to you by NortonLifeLock.** For purposes of this License and Services Agreement (these “Terms”), “NortonLifeLock” “we” or “us” means NortonLifeLock Inc., (a Delaware corporation), 60 E. Rio Salado Pkwy, Ste 1000, Tempe AZ 85281 and its subsidiaries and affiliates.

These Terms include four parts: (1) Introduction, (2) General Terms; (3) Software License Terms; and (4) Country/Region Specific Terms.

**You agree to be bound by these Terms by either:** (1) creating an account with the Services; (2) downloading our software products or using associated services via our website; or (3) clicking “I Agree” or otherwise electronically agreeing to be bound to these Terms.

**IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS – IF YOU RESIDE IN THE U.S., WHEN YOU AGREE TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH US AND OUR AFFILIATES THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE REVIEW SECTION 2 “DISPUTES; MANDATORY ARBITRATION” OF PART 1 - GENERAL TERMS, FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).**

1. **Your Privacy.** Your privacy is important to us. Please read our Privacy Statement <https://www.NortonLifeLock.com/privacy>, which describes how we collect, use, process and protect data from you and your devices when you are using and accessing our Services.
2. **Disputes; Mandatory Arbitration.** Most disagreements can be resolved informally and efficiently by contacting our customer support at <https://support.surfeasy.com/hc/en-us>. If you are a U.S. customer:
  - a. You and we agree that any dispute, claim or controversy arising out of or relating in any way to the Services (a “**Claim**”) will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.
  - b. **Small Claims Court.** Either of us can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. Either of us may seek to have a Claim resolved in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.
  - c. **Arbitration.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and/or the termination of your Services.
  - d. **Notice of Claim.** If you elect to seek arbitration, you must first send to us, by certified mail, a written Notice of Your Claim (“**Notice of Claim**”). The Notice of Claim to us should be addressed to: Legal Department, NortonLifeLock, Inc., 60 E. Rio Salado Pkwy Ste 1000, Tempe, AZ 85281, and should be prominently captioned “NOTICE OF CLAIM.” The Notice of Claim should include both the mailing address and email address

You would like us to use to contact you. If we elect to seek arbitration, it will send, by certified mail, a written Notice of Claim to your billing address on file. A Notice of Claim, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific amount of damages or other relief sought ("**Demand**"); and (c) whether you reject any subsequent modification of this Section by us.

e. **Arbitration Proceedings.** If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or we may commence an arbitration proceeding (or, alternatively, file a claim in small claims court). You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("**AAA**") (collectively, the "**AAA Rules**"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org). The arbitrator is bound by these Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless we and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim. If your claim is for U.S. \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the way the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected (or if we did not make a settlement offer before an arbitrator was selected), then we will pay you, in addition to the award, either U.S. \$500 or 10% of the amount awarded, whichever is greater.

f. **Injunctive and Declaratory Relief.** Except as provided in Section 2(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or us and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

g. **Arbitration Fees.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee but we will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeded the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. We will not seek to recover the administration and arbitrator fees we are responsible for paying under the AAA Rules or these Terms, unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

h. **Class Action Waiver.** YOU AND WE AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section 2 (Disputes; Mandatory Arbitration) shall be null and void.

i. **Changes.** If we change this Section 2 after the date you first accepted these Terms, and you have not otherwise affirmatively agreed to such changes, you may reject any such change by so stating within Your Notice of Claim. By failing to reject any changes to this Section 2 in Your Notice of Claim, you agree to resolve any

Claim between you and us in accordance with the terms of the dispute resolution section in effect as of the date of Your Notice of Claim. Prior versions of these Terms can be found at <https://www.NortonLifeLock.com/about/legal/> or its successor URLs.

### 3. Using the Services

- a. **Service Description.** The Service is Internet controlled and may include client software (“Software”) installed on Your computer, mobile or mobile computing devices (each, a “Device”) that interacts with our servers (or servers belonging to third party contractors of ours) which allow You to create a virtual private connection. The client Software on Your Device connects to a server network infrastructure that is deployed on the Internet and operated as a managed service by us and other service providers. All or portions of the Service provided hereunder may be provided by a third-party provider, including but not limited to, the network infrastructure.
- b. **Creating and Maintaining an Account.** You must be 18 or older to access and use our Services. You will need an account to access and use the Services. It’s important that you provide us with accurate, complete and current account information (including a valid email address) and keep this information up to date. If you don’t, we might have to suspend or terminate your account. Your account is exclusively for you to manage your (or, if permitted by the specific Service, your household’s) subscription to the Services and it is not for use by other third parties for any purpose. You may not sell, transfer or allow others to use your account credentials. You may not attempt to gain unauthorized access to accounts of other users
- c. **Unauthorized Access to Your Account.** You are solely responsible for ensuring that you keep your user name and password safe. Do not share this information with others and notify us right away of any unauthorized use. You are responsible for all activities that occur under your account. We encourage you to ensure you are safe online and be aware of phishing and other means third parties use to access your information online.
- d. **Software.** In order to access and use certain Services, you may be required to download and install certain Software on a registered device..
- e. **Prohibited and Restricted Uses of Our Services.**
  - i. You may not use the Services for any illegal or fraudulent purposes, including but not limited to port scanning, sending spam, sending opt-in email, scanning for open relays or open proxies, sending unsolicited e-mail or any version or type of email sent in vast quantities even if the email is routed through third-party servers, any pop-up launching, use of stolen credit cards, credit card fraud, financial fraud, cryptocurrency fraud, cloaking, extortion, blackmail, kidnapping, rape, murder, sale of stolen credit cards, sale of stolen goods, offer or sale of prohibited, military and dual use goods, offer or sale of controlled substances, identity theft, hacking, pharming, phishing, scraping in any form or scale, digital piracy, intellectual property infringements and other similar activities, or to harass, stalk, threaten, harm, or monitor others or to exploit children in any way, including audio, video, photography, digital content, etc. You agree to use the Services in accordance with all applicable laws and regulations.
  - ii. You may not use the Services for commercial purposes. You may access the Services for your own personal or household use only. Except as otherwise provided below, the Services may not be accessed, used, or shared with family members, non-family members, or other persons who do not reside with you. You may not share any data or other content with any unreasonably large number of

persons, including without limitation sending blast communications to a large number of recipients or sharing content with persons you do not know or who do not know you.

iii. You may not distribute, publish, copy, use or sell, or permit others to distribute, publish, copy, use or sell, the Software or Services. You may not reverse engineer, decompile, disassemble, modify, or create derivative works from the Software or Services, except and only to the extent that applicable law expressly permits. You must comply with any technical limitations of the Software and Services. You may not make more copies of the Software than specified herein or allowed under applicable law.

iv. You may not sublicense, rent, lease and/or lend the Software or Services. You may not, nor may you permit others, to provide, offer or make available the Services as part of a facility management, timesharing, service provider or service bureau arrangement.

v. You may not transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy. You may not transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs.

vi. You may not assault, interfere, deny service in any way or form to any other network, computer or node through the Service, or attempt to gain unauthorized access to any Services, or the accounts of other users, or computer systems or networks connected to the Services or bypass any measures we may use to prevent or restrict access to the Services. You may not interfere with or disrupt servers or networks connected to any Services.

vii. You may not use the Services for any military purpose, including cyberwarfare, weapons development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

viii. The Service has sufficient capacity to accommodate average non-commercial use. However, from time to time during periods of extraordinarily heavy usage of the Service, you may temporarily experience slower service or service unavailability. No such temporary slowdown or unavailability shall constitute a breach or default by us of our obligations. We reserve the right to temporarily suspend or limit your use of the Service if: (a) your usage level exceeds our average customer use level or otherwise negatively impacts the overall health of the network determined by us in our sole and absolute discretion, or (b) you exceed any bandwidth limitations associated with your account. No such suspension or limitation of the Service shall constitute a breach or default by us of our obligations. We do not condone or endorse any unlawful, illicit, criminal or fraudulent activities perpetrated by using the VPN Services. We will not be liable in any way for actions of our users. We may suspend your account for clarification, investigation or request that you explain your actions and provide additional information. If your account has been suspended, you must contact us for further information. We may suspend your user account for a reasonable period of time before we terminate a user account permanently.

You must be 18 or older to purchase our Software and Services.

f. **Activating Your Service.** If you choose from within the Software or Services to access or use other Software or Services, or if your Software license or Services purchase entitles you to additional Software and Services, you understand and agree to the most current version of these Terms.

4. **Free Trials.** We may offer Services on a free trial basis ("**Free Trial**") for a period of time specified at our discretion. If we offer you a Free Trial, the specific terms of your Free Trial will be provided at signup and/or in the promotional materials describing the Free Trial and your use of the Free Trial is subject to your

compliance with such specific terms. Except as may otherwise be provided in the specific terms for the Free Trial offer, Free Trials are only available to users who have not previously subscribed to the Services in connection with which the Free Trial is being offered. We reserve the right to modify or terminate Free Trials at any time, without notice and in our sole discretion. Unless you cancel before the expiration of your Free Trial, if the offer included it, then your subscription will automatically renew at the then applicable price published by us.

**5. Payment; Your Subscription Terms.** If you purchase a subscription to the Services either from us or from a third-party channel partner authorized by us, then these payment terms apply to your purchase.

- a. **Term; Introductory or Special Offers.** After an introductory or special offer expires, your subscription will automatically renew at the then applicable price until cancelled by you. Our pricing, including any renewal price, is subject to change, but we will notify you in advance.
- b. **Automatic Renewal of Your Service Subscription.** If you purchase a subscription to the Services, you will be charged the subscription fee at the applicable then-current prices as published by us (plus any applicable taxes) (collectively, the “**Subscription Fee**”). If you purchase from us, we (or our third-party payment processor) will store your payment information and automatically charge you on your subscription renewal date, until you cancel or we terminate your access to or use of the Services in accordance with these Terms. At any time after your purchase, you may change your subscription settings, including cancelling your automatic renewal, by logging in to your account. By agreeing to these Terms and electing to purchase a Service subscription, you acknowledge that your subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your subscription by you or us. We reserve the right to change the prices for any Services at any time. Any price change will take effect at the next subscription renewal date and we will notify you in advance.

Despite our efforts, occasionally an error or inaccuracy in the price or description of a Service offering may inadvertently occur on the Site. In such case, we will contact you for instructions before confirmation of your subscription and you have the option to (i) cancel your subscription at no cost, or (ii) proceed with your subscription based on the revised information.

- c. **Subscription Period.** The term of your subscription (the “**Subscription Period**”) will be as stated in your purchase or renewal confirmation receipt or email (e.g. the purchase or confirmation email that you will receive from us upon purchase of your subscription to our Services).
- d. **Your Credit Card Information; Subscription Purchase Acceptance.** We reserve the right to verify credit/debit card payments prior to completing your subscription purchase. We also reserve the right to (i) obtain and continue using updated credit card account information electronically, when applicable, from the card brands, (ii) retry failed payments to complete transactions, including but not limited to, retrying failed cards with extended expiration dates and, (iii) change or amend authorized third parties to assist with payment processing. You further acknowledge and agree that, subject to our then-current Customer authentication procedures, another adult Customer enrolled on your account may authorize changes to the account, including without limitation changes to the form of payment, or to the Services, including termination of your subscription or changes that may result in additional charges. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services. We also reserve the right to collect any sales taxes applicable to your purchase of the Service.
- e. You agree that your transaction is complete when we send You a confirmation via email.

- f. **How to Cancel.** You can cancel or terminate your subscription at any time, but please note that, unless otherwise set forth in the Refund Policy, such cancellation will be effective at the end of the then-current Subscription Period. If you have purchased services via a third party (e.g., you enrolled through your employer or other third party), you must terminate the services directly with that third party, following that third party's instructions. We will only terminate your subscription upon notice to us provided by such third party. If you have subscribed through a third party, you may not be entitled to any refund of fees by us; we shall have no obligation to, and shall not, refund any fees paid by you to a third party.
  - g. **Refunds.** Our Services come with a hassle-free 14-day money back guarantee for monthly plans. That means you can request a full refund for any paid plan purchased on the SurfEasy website or Google Play if you email SurfEasy customer support within 14 days of your initial payment date. Apple App Store refunds are handled directly by Apple and need to be requested directly from Apple via your App Store's help section. Please review our [Return Policy](#) for more information on obtaining refunds for the Services.
  - h. **Beta Features.** From time to time, we may, at its sole discretion, include new and/or updated beta features ("**Beta Features**") in the Services for your use and which permit you to provide feedback. Your use of Beta Features may be subject to the payment of fees. You understand and agree that your use of the Beta Features is voluntary and we are not obligated to provide you with any Beta Features. Without limiting any other provision of these Terms, the Beta Features are provided on an "as is" basis and you acknowledge and agree that all use of the Beta Features is at your sole risk.
- 6. DISCLAIMER OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (1) THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND (2) WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES OR INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; OR (VI) IN RELATION TO THE PAYMENT OF ANY REFUNDS, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. IN ADDITION, WE MAKE NO REPRESENTATION OR WARRANTY ABOUT ANY THIRD-PARTY PRODUCTS.**
- 7. LIMITATION OF LIABILITY; DISCLAIMER OF DAMAGES. SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL WE OR OUR LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS, LOST DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH**

**DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO CASE SHALL OUR OR OUR LICENSORS' TOTAL LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH THESE TERMS EXCEED THE AMOUNTS THAT YOU PAID OR ARE PAYABLE BY YOU TO US FOR THE APPLICABLE SERVICES FOR THE APPLICABLE SUBSCRIPTION PERIOD, OR ONE HUNDRED DOLLARS (U.S. \$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO US, AS APPLICABLE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.**

**YOU MAY HAVE CERTAIN RIGHTS UNDER APPLICABLE LAWS IN YOUR STATE OR COUNTRY. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY APPLY.**

- 8. Content Updates.** Certain Services uses content that is updated from time to time, such as virus definitions; spyware definitions; antispam rules; URL lists; firewall rules; vulnerability data, and updated lists of authenticated web pages; these updates are collectively referred to as "Content Updates." You will have access to applicable Content Updates for the Services during your subscription.
- 9. Proprietary Rights.**
  - a. As between you and us, we own and retain all right, title and interest in and to the Services, (including the Software), including all Intellectual Property Rights. For purposes of these Terms, "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
  - b. It is our policy to respond to notices of alleged Intellectual Property Rights infringement which may include, in appropriate circumstances and at our sole discretion, disabling, suspending, or terminating the accounts of users of our Services who are repeat infringers or are repeatedly charged with infringement. Please see our Digital Millennium Copyright Act of 1998 ("DMCA") policy [here](#).
- 10. Third Party Features or Content.** The Services may include third-party features and functions or may allow you to access content on a third-party website. Such features, functions or content may be subject to third-party terms of service and privacy policies. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources
- 11. Feedback and Reviews.** If you submit to us feedback and/or reviews, suggestions, comments, or ideas relating to the Services ("**Submissions**"), you are granting to the maximum extent permitted by applicable law permission for us to use, reproduce, copy and translate your Submission on a worldwide basis, for the term of protection of the Submissions by all applicable Intellectual Property Rights in any form and on any media whatsoever without any restriction in any manner in which we see fit. No compensation will be paid to you with respect to the use of your Submission. We are under no obligation to post or use any Submission you may provide and we may remove any Submission at any time in our sole discretion. By providing a Submission to us, you represent and warrant that you own or otherwise control all of the rights to your Submission that are necessary for you to provide it, including Intellectual Property Rights. You agree that: (i) all content of your Submissions must be accurate; (ii) you will not provide a Submission that is known by you to be false, inaccurate or misleading and/or may be reasonably considered to be defamatory, libelous, hateful, offensive, unlawfully threatening or unlawfully harassing to anyone; (iii) you will not provide a Submission that infringes a third party's Intellectual Property Rights or other proprietary rights or rights of publicity or privacy; (iv) you will not provide a Submission that violates any applicable law, statute, ordinance or regulation; (v) you will not provide a Submission for which you were compensated or granted any consideration by any third party; (vi) you shall not provide any Submission



that includes information that references other websites, addresses, email addresses, contact information, phone numbers, or other personally identifiable information for anyone; and (vii) you will not provide a Submission that contains any potentially damaging computer programs or files.

- 12. Changes to the Services.** We may change or discontinue the Services, in whole or in part, at any time, with or without notice to you. We also reserve the right to define eligibility criteria for the Services and make changes to those criteria at any time.
- 13. Use of Services Over a Network.** You may use Services over a network provided that your subscription permits you to access or use the Services on more than one computer or device and provided each computer or device accessing or using the Services is from a single household.
- 14. Export Restrictions.** You acknowledge the Services and related technical data (collectively "**Controlled Technology**") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with U.S. laws and will not export, re-export, import or otherwise make available any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required, directly or indirectly. USE OR FACILITATION OF OUR SOFTWARE IN CONNECTION WITH ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE DESIGN, DEVELOPMENT, FABRICATION, TRAINING, OR TESTING OF CHEMICAL, BIOLOGICAL, OR NUCLEAR MATERIALS, OR MISSILES, DRONES, OR SPACE LAUNCH VEHICLES CAPABLE OF DELIVERING WEAPONS OF MASS DESTRUCTION IS PROHIBITED, IN ACCORDANCE WITH U.S. LAW.
- 15. INDEMNIFICATION.** SUBJECT TO APPLICABLE LAWS IN YOUR JURISDICTION, YOU WILL INDEMNIFY AND HOLD US AND OUR AFFILIATES (AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) HARMLESS FROM ANY CLAIMS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF YOUR BREACH OF THESE TERMS, OR YOUR VIOLATION OF ANY LAW OR REGULATION, OR OF THE RIGHTS OF ANY THIRD PARTY, IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES.
- 16. Termination.** We may terminate your access to and use of the Services for any or no reason, or if you breach any material terms of these Terms, including if we are unable to charge your chosen payment method. Upon termination, you must stop using the Services. We may terminate any Services offered as a Free Trial at any time.
- 17. Suspension.** Without limiting the foregoing, we in our sole discretion may further suspend your account or your access to and use of the Services without notice if we reasonably suspect that you have not complied with any of the provisions of these Terms.
- 18. Governing Law.** Except as otherwise provided herein, these terms are governed by the laws of the State of California, United States of America. If you are a resident of a country or other jurisdiction with mandatory provisions of consumer law, nothing in this LSA affects your rights as a consumer to rely on such mandatory provisions of local law. You agree that the United Nations Conventions on Contracts for the International Sale of Goods (1980) is specifically excluded from and does not apply to these Terms.
- 19. Notice of Changes to these Terms.** We may update or modify these Terms from time to time, including any referenced policies and other documents, in our sole discretion. It's important that you review these Terms whenever we update them or you use the Services. If you continue to use the Services after we



have posted an update to these Terms it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. The only exception is for changes to Section 2 "Disputes; Mandatory Arbitration" section, for which you have followed the process in Section 2(i).

- 20. Survival of Terms.** Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: (i) Sections 2 (Disputes; Mandatory Arbitration), 6 (Disclaimer of Warranty), 7 (Limitation of Liability), 9 (Proprietary Rights), 11 (Feedback and Review), 15 (Indemnification), 18 (Governing Law), 20 (Survival of Terms), 21 (Language) and 22 (General) of Part 1- General Terms; (ii) Section 1 (We Own the Software) and Section 5 (Termination) of Part 2 – Software License Terms; and (iii) Part 3 - Country/Region Specific Terms.
- 21. Language.** The official language of these Terms is English. Any translation of these Terms is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of these Terms shall govern. To the extent permitted by applicable law, in the event of a dispute the parties confirm that they have requested that these Terms and all related documents be drafted in English.
- 22. General.** You may not assign any rights hereunder, nor may any such rights be assigned by You by operation of law or otherwise, in whole or in part, without our prior written permission. Any purported assignment without such permission shall be void. may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Our failure to enforce any of these Terms is not a waiver of such term or right. Any waiver of our rights must be in writing, signed by us, and any such waiver shall not operate as a waiver of any future breach. These Terms document the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Except for any of the provisions of Section 2(h) ("Class Action Waiver") of these Terms, if an arbitrator or court of competent jurisdiction decides that any provision of these Terms is invalid or unenforceable, the other provisions of these Terms shall still apply. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. Any notices or other communications provided by us under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. These Terms are solely and exclusively between you and us and you acknowledge and agree that (i) no third party, including a third-party channel partner of ours or any of its affiliates is a party to these Terms, and (ii) no third party, including any third-party channel partner of ours or any of its affiliates has any obligations or duties to you under these Terms. Nothing in these Terms will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract.

## **PART 2 - SOFTWARE LICENSE TERMS**

*If your use of the Services requires you to download or install any software on a device (e.g. phone, computer, tablet, etc.), these Software License Terms will apply to your use of the Software.*

- 1. We Own the Software.** The Software (including any releases, revisions, updates or enhancements to the Software) and any documentation that accompanies or is made available in connection with Software (including any product manuals, subscription or purchase information) (the "**Documentation**"), is owned by us or our licensors. This includes all Intellectual Property Rights in and to the Software and Documentation. Any Software

that we provide to you is licensed, not sold to you, and we reserve all rights to the Software not expressly granted in these Software License Terms.

2. **License Grant.** So long as you comply with these Terms, we grant to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the Software on a mobile device, computer or tablet that you own or control and to run such copy of the Software solely for purposes of accessing and using the Services where the corresponding Services are available for your own personal non-commercial use during the applicable Subscription Period.
3. **Restrictions.** You may not: (i) copy, modify or create derivative works based on the Software; (ii) distribute, transfer, sublicense, lease, lend or rent the Software to any third party; (iii) reverse engineer, decompile or disassemble the Software; or (iv) make the functionality of the Software available to third parties, except and only to the extent that applicable law expressly permits.
4. **Single Device License; Only One Archival or Backup Copy Permitted.** These Terms allow you to install only one copy of the Software for use on a single computer, mobile device or tablet, unless your subscription to the Services expressly permits you to use Software on more than one device. You may make one copy of the Software for back-up or archival purposes or copy the Software onto the hard disk of your device and retain the original for back-up or archival purposes only.
5. **Termination.** Upon expiration or any termination of these Terms, you must stop using and destroy all copies of the Software and the Documentation in your possession.
6. **Preventing Software Piracy.** There may be technological measures in the Software that are designed to prevent unlicensed or illegal use of the Software. You agree that We may use these measures to protect our product against Software piracy (e.g. the software may contain enforcement technology that limits the ability to install and uninstall the Software on a device to not more than a finite number of times for a finite number of devices). You may need to activate these technological measures. If so, the Software will only operate for a finite period prior to Software activation by you. During activation, you may be required to provide a unique activation code accompanying the Software and device configuration in the form of an alphanumeric code over the internet to verify the authenticity of the Software. If you do not complete the activation within the finite period or as prompted by the Software, the Software will cease to function until activation is complete; at which time the Software functionality will be restored. If you are not able to activate the Software during the activation process, you may contact our customer support using the information provided during activation or by the provider of the Software.
7. **Apple App Store Requirements.** This Section applies to any Software that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple may refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software. Apple is not responsible for addressing any claims by you or any third party relating to the Software or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Software infringe that third party's intellectual property rights. Apple and its subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (b) you are not listed on any U.S. Government list of

prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Software.

### **PART 3 – COUNTRY/REGION SPECIFIC TERMS**

*If there's a conflict between Part 2 - General Terms and this Part 3 - Country/Region Specific Terms, these Country/Region Specific Terms will govern and apply.*

1. **Quebec**. If you are a resident of Quebec, Canada, then this Agreement shall be governed by the laws applicable in the province of Québec, Canada.
2. **Brazil**. If you are a resident of Brazil, then this Agreement shall be governed by the laws applicable in the country of Brazil.
3. **Legal Effect**. these Terms describe certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Products or Services. These Terms do not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

**Questions?** If you have questions concerning these Terms or the Services, please visit <https://support.surfeasy.com>.