

Comodo Terms of Use

Malware and False Positive Scanning and Submission Services

IMPORTANT-READ THESE TERMS CAREFULLY BEFORE SUBMITTING FILES TO COMODO FOR MALWARE ANALYSIS OR SCANNING FILES FOR MALWARE ANALYSIS ("SERVICES"). BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO THEM.

These terms and conditions ("Terms") govern the relationship between you and Comodo Security Solutions, Inc. ("Comodo") with respect to your use of the Services.

1. Use of Services

You agree to submit files to Comodo or scan files using the Services only for the purpose of malware analysis. You agree that you shall have no right to any file after its submission and that all submissions shall be deemed NOT CONFIDENTIAL. Comodo may use submitted files and the results of its test in any manner it sees fit and you grant Comodo an irrevocable license to modify, use, display, perform, reproduce, transmit, and distribute any submitted files. You agree that all testing shall be conducted in Comodo's sole and absolute discretion. Comodo does not guarantee that a report will be generated for each file submitted. Comodo does not guarantee that a generated report will be accurate or that Comodo will detect all malware. Any generated report shall be solely owned by Comodo. You further acknowledge and understand that any files submitted to Comodo using the Services could contain personally identifiable information that has been obtained by any of the unknown or untrusted files or programs without your permission. Files of this type are being collected by Comodo only for the purpose of improving the ability of Comodo's products to detect malicious behavior. Comodo will not correlate these files with any personally identifiable information.

2. Restrictions

You agree to not use the Services to:

- i. engage in unlawful activity or to use the Services in an unlawful manner
- ii. use the Services in any manner that is likely to damage, disable, overburden or impair the Services (excluding the submission of malware to Comodo);
- iii. use automated scripts to collect information from or otherwise interact with the Services;
- iv. transmit content that would reasonably be considered harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive

of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;

v. impersonate any person or entity, or falsely state or otherwise misrepresent yourself;

vi. transmit any private information; or

vii. transmit content that would constitute or encourage criminal offense, violate the rights of any party, create liability for Comodo, or violate any local, state, national or international law.

3. Disclaimer of Warranties

ANY USE OF THE SERVICES IS AT YOUR OWN RISK AND The SERVICES may NOT OPERATE AS INTENDED. COMODO, ITS AFFILIATES, AND THEIR LICENSORS, SUPPLIERS, EMPLOYEES OR AGENTS SHALL NOT BE RESPONSIBLE FOR ANY USE OF THE SERVICES. THE SERVICES MAY NOT OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION. COMODO MAKES NO REPRESENTATIONS THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMODO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMODO DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE.

4. Limitation of Liability

COMODO, ITS LICENSORS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RELATED TO THE USE OR INABILITY TO USE THE SERVICES. COMODO WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION OR DATA) EVEN IF COMODO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS ON LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION UNDER ALL LEGAL THEORIES, INCLUDING THEORIES OF CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, NEGLIGENCE, AND OTHER TORTS. To the extent that your jurisdiction does not allow the limitation of exclusion of liability for incidental or consequential damages, this exclusion may not apply to you. In such circumstances, Comodo's liability shall be limited to a maximum of the minimum allowable liability in that jurisdiction.

5. Indemnity

You agree to release, indemnify, defend and hold harmless Comodo and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) your breach of these Terms, (b) falsehoods or misrepresentations of fact by you, or (c) your use or misuse of the Services. Comodo has the right to participate in any defense of a third-party claim related to your use of the Services, with counsel of our choice. You shall have sole responsibility to defend Comodo against any claim, but you must receive Comodo's prior written consent regarding any related settlement. The terms of this paragraph will survive these Terms.

6. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of New Jersey, United States of America, without regard to any conflicts-of-law rules. You irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts of New Jersey and waive any right you may have to object to or seek to change such jurisdiction or venue.

7. Severability

If any provision of these Terms is determined by a court of competent jurisdiction to be unenforceable or illegal, such provision shall be modified to the minimum extent necessary to make the provision enforceable. The remainder of the Terms shall remain in full force and effect..

8. Force Majeure

Comodo is not responsible for any cessation, interruption or delay in the operation of the Services or performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God or the public enemy, war, armed conflict, terrorist action, strike, lockout, boycott, riot, release of hazardous or toxic substances, explosion, accident, or any other causes whether or not of the same class or kind as those specifically above named.

9. Amendments

Any waiver of these Terms shall only be effective if it is in writing and signed by both parties. Comodo may change the Terms and the Services without prior notice to you. You should check the Terms each time you use or access the Services. Your use of the Services after any changes to the Terms constitutes your acceptance of the new Terms. Section headings are for convenience only and shall not be considered in the interpretation of these Terms.

10. Privacy Policy

Comodo has built its products and services with your privacy and security in mind. To keep you informed of its privacy practices, Comodo periodically publishes a Privacy Statement that is incorporated by reference into this Agreement. You can view the Privacy Statement at <http://www.comodogroup.com/privacy.asp> . Comodo may update its Privacy Statement in its sole discretion. Any amendments to the Privacy Statement will be posted on the Comodo website. Please periodically review our website for changes to the privacy statement.

11. Notices

All notices, demands or requests to Comodo with respect to these Terms shall be made in writing to: Comodo Security Solutions, Inc., 525 Washington Blvd, Suite 1400, Jersey City, New Jersey 07310.

ACCEPTANCE

BY USING THE SERVICES AND CLICKING "SUBMIT", YOU AGREE TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS HEREIN. DO NOT USE THE SERVICES IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.