



Subscription Agreement for Consumers

THIS SUBSCRIPTION AGREEMENT FOR CONSUMERS FORMS PART OF A LEGAL CONTRACT BETWEEN YOU AND WEBROOT. BECAUSE THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, YOU NEED TO READ IT CAREFULLY.

THIS “AGREEMENT” INCLUDES:

1. THESE TERMS AND CONDITIONS;
2. ANY SUBSCRIPTION DOCUMENT;
3. ANY DOCUMENTS REFERENCED IN THESE TERMS AND CONDITIONS OR ANY SUBSCRIPTION DOCUMENT, INCLUDING WEBROOT’S PRIVACY STATEMENTS (AS DESCRIBED IN SECTION 6 BELOW); AND
4. SERVICE-SPECIFIC TERMS DESCRIBED IN A SERVICE SUPPLEMENT, IF ANY.

BY CLICKING “**AGREE**” OR ANOTHER ACCEPTANCE BUTTON, OR BY OTHERWISE MANIFESTING YOUR ASSENT TO THE TERMS OF THIS AGREEMENT (THE FIRST DATE ON WHICH ANY SUCH ACTION OCCURS, THE “**EFFECTIVE DATE**”), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE SERVICE FOR ANY PURPOSE AND YOU MAY NOT ACTIVATE ANY SOFTWARE.

WEBROOT MAY MODIFY THIS AGREEMENT FOLLOWING NOTICE TO YOU, WHICH NOTICE MAY BE PROVIDED VIA IN-PRODUCT MESSAGING, THE SOFTWARE, THE CONSOLE, OR VIA EMAIL TO THE EMAIL ADDRESS YOU HAVE ON FILE WITH WEBROOT. BY AGREEING TO THE MODIFIED AGREEMENT OR USING THE SERVICE AFTER THE DATE SUCH CHANGES BECOME EFFECTIVE (AS STATED IN THE NOTICE), YOU AGREE TO THE TERMS OF THE MODIFIED AGREEMENT.

PLEASE UNDERSTAND THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IF YOU ARE A RESIDENT OF THE UNITED STATES, THESE PROVISIONS WILL AFFECT HOW YOU ARE ABLE TO RESOLVE A DISPUTE WITH WEBROOT. THEREFORE, YOU SHOULD READ THEM VERY CAREFULLY. FOR EXAMPLE, UNLESS YOU OPT OUT OR HAVE A CERTAIN TYPE OF DISPUTE WITH WEBROOT AS FURTHER DESCRIBED IN SECTION 17 BELOW, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND WEBROOT MUST BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION.

PLEASE SEE SECTION 9.2 BELOW AND THE TERMS IN YOUR SUBSCRIPTION DOCUMENTS IF YOU HAVE QUESTIONS ON AUTOMATIC RENEWAL OF YOUR SUBSCRIPTION.

FINALLY, SOME TERMS IN THIS AGREEMENT ARE USED REPEATEDLY, AND ARE DEFINED IN SECTION 27 BELOW.

1. The Service Generally.

- 1.1. **Subscription.** Subject to You complying with Sections 3.2, 3.3 and 8 below, Webroot will use commercially reasonable efforts to make the Service available to You during the Subscription Term for personal, non-commercial use and not for resale in accordance with the terms specified in Your Subscription Documents.
- 1.2. **Login Information.** To access and use the Service, You may need to create an account by registering certain information with Webroot, including an email address, phone number, and a password (“**Login Information**”). You acknowledge that Webroot uses Login Information according to Section 6 (Information Collected by the Service).

2. The Software.

- 2.1. **License.** Subject to You complying with Sections 3.2, 3.3, and 8 below, Webroot hereby grants You a non-exclusive, non-transferable, non-sublicensable license to download, reproduce, and use: (A) a copy of the Software on the number of Devices and/or for the numbers of users specified in Your Subscription Documents; and (B) a reasonable number of copies of the

Service Documentation solely for purposes of using the Software and Service. The license in the preceding sentence does not include use by any third party, and You will not permit any such use.

2.2. **License Conditions.** Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and You receive no title to or ownership of such copies. Furthermore, You receive no rights to the Software other than those specifically granted in [Section 2.1](#) above. Without limiting the generality of the foregoing, You may not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software in any way forbidden by [Section 3.2](#) below; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

3. Your Responsibilities and Restrictions.

3.1. **Ordering the Service; Subscription Documents.** You may order and purchase the Service through channels approved by Webroot, which may include: (a) an online Webroot shopping cart; (b) one or more App Stores; (c) one or more Resellers; or (d) other mechanisms approved by Webroot. Your Subscription Documents will contain additional terms on how You may use the Service, including Your Subscription Term, and may include restrictions on the number of Devices, users, and other restrictions. You agree to comply with the terms of the Subscription Documents.

3.2. **Conditions on Use.** As a condition to the rights granted in [Sections 1.1](#) and [2.1](#) above, You must not, nor permit any third party to:

- (a) access or use the Service in a manner not permitted by the Agreement;
- (b) circumvent any restrictions or mechanisms intended to limit use of the Service;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any portion of the Service to any third party, including in connection with any hosting, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (d) alter or remove any copyright, trademark, or proprietary notices, credits, or legends provided through the Service or on the Service Documentation;
- (e) use the Service 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;
- (f) use the Service to attempt to gain unauthorized access to the accounts of other Service users, or to websites, computer systems, or networks connected to the Service, or to otherwise interfere with or disrupt the Service or servers or networks connected to the Service;
- (g) use the Service in violation of any applicable law, directive, regulation, or order (including, but not limited to, the Digital Millennium Copyright Act and any other similar legislation to which You are subject);
- (h) input, upload, transmit, or otherwise provide to or through the Service, any information or materials that are injurious or defamatory, or that contain, transmit, or activate any malicious or harmful code;
- (i) use the Service to upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; or
- (j) access or use the Service for purposes of competitive analysis of the Service, or for benchmarking or stress testing of the Service, or the development, provision, or use of a competing service or product.

3.3. **Unauthorized Access.** You agree to take reasonable steps to prevent unauthorized access to the Service, including by protecting Your Login Information. You shall notify Webroot immediately if You know of or suspect unauthorized use of Login Information or the Service.

3.4. **Service Access.** You are responsible and liable for: (a) Your use of the Service, including unauthorized conduct and conduct that would violate one or more provisions of this Agreement; and (b) any use of the Service through use of Your Login Information, whether authorized or not. In order to continue using the Service, You must cooperate with Webroot's reasonable requests relative to its enforcement of the Digital Millennium Copyright Act and any other legislation to which You are subject.

- 3.5. **Internet Access.** The Service requires an active Internet connection. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN INTERNET AND DATA CONNECTIONS. YOU ACKNOWLEDGE THAT THE COMPONENTS OF THE SERVICE THAT ARE ACCESSED OR USED THROUGH INTERNET CONNECTIONS MAY BE SUBJECT TO YOUR INTERNET SERVICE PROVIDER'S AND TELEPHONE SERVICE PROVIDER'S FEES AND DOWNTIME FROM TIME TO TIME, WHICH WEBROOT CANNOT CONTROL.
4. **Upgrades.** Any upgrades to the Service, including to the Software, will be subject to the terms of this Agreement and such other terms provided by Webroot to You with such upgrades, including any new Subscription Documents. Provided that the functionality of the Service is not substantially decreased during the Subscription Term, Webroot may at any time without notice discontinue or modify any characteristic of the Service.
5. **Evaluation or Beta Versions.** If You have signed up for trial, evaluation, or beta services, then the provisions of this Section 5 will apply and control over any other conflicting terms of this Agreement. If Webroot provides the Evaluation/Beta Service to You, You may access and use such Evaluation/Beta Service solely for testing, evaluation, and for the purpose of providing Webroot with feedback on the quality and usability of the Evaluation/Beta Service. You agree that Webroot will be free to use any such feedback You provide for any purpose. When the Evaluation/Beta Period expires, Your right to access and use the Evaluation/Beta Service expires and Webroot may disrupt or disable Your authentication credentials and access to the Evaluation/Beta Service. If You desire to use the Service after the Evaluation/Beta Period, You must acquire the appropriate rights. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION AND USE OF THE EVALUATION/BETA SERVICE. THE EVALUATION/BETA SERVICE MAY NOT BE COMPLETE OR FULLY FUNCTIONAL, AND WEBROOT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE EVALUATION/BETA SERVICE, WHICH IS MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WHERE LEGAL LIABILITY SURROUNDING THE EVALUATION/BETA SERVICE CANNOT BE EXCLUDED, BUT MAY BE LIMITED, THE AGGREGATE LIABILITY OF WEBROOT AND ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES WILL BE LIMITED TO THE SUM OF 50 UNITED STATES DOLLARS (OR THE THEN-CURRENT VALUE IN THE RELEVANT LOCAL CURRENCY) IN TOTAL. Webroot does not guarantee that it will continue to make the Evaluation/Beta Service available to You.
6. **Information Collected by the Service.**
- 6.1. **Privacy Statements.** The Service collects certain Personal Data. To see what type of Personal Data is collected by Webroot, and how it is used, please see the applicable Privacy Statement available at <https://www.webroot.com/us/en/legal/privacy>. Webroot will treat Personal Data in accordance with such Privacy Statements. Webroot may update the Privacy Statements pursuant to the terms set forth in such Privacy Statements or by publishing the revised terms on its website and providing an email to You regarding such publication.
- 6.2. **Transfer of Personal Data.** WEBROOT MAY TRANSFER YOUR PERSONAL DATA TO ITS LOCATIONS IN THE UNITED STATES AND OTHER JURISDICTIONS. YOU CONSENT TO SUCH TRANSFER AND PROCESSING, INCLUDING FOR LOGIN INFORMATION, AND ACKNOWLEDGE THAT IT IS NECESSARY FOR THE PERFORMANCE OF THIS AGREEMENT. PLEASE NOTE THAT YOUR PERSONAL DATA MAY NOT BE SUBJECT TO THE SAME CONTROLS AS THOSE OF YOUR CURRENT LOCATION. YOU CONSENT TO THE USES DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO HAVING YOUR PERSONAL DATA TRANSFERRED TO AND PROCESSED IN THE UNITED STATES AND OTHER JURISDICTIONS. **YOU ACKNOWLEDGE THAT YOUR CONSENT TO WEBROOT'S USE OF PERSONAL DATA IS FREELY GIVEN AND INFORMED.**
7. **Ownership.** Webroot and its licensors are and will remain the sole and exclusive owners of all right, title, and interest in and to the Service (including the Software), Service Documentation, and Resultant Data, including all derivative works of each of the foregoing, and all Intellectual Property Rights to each of the foregoing. This Agreement does not grant You any Intellectual Property Rights in or any license to the Service or any of its components, except to the limited extent that this Agreement specifically sets forth Your license rights to the Software or the Service Documentation. Webroot and its licensors reserve all rights not expressly granted to You in this Agreement. You acknowledge that the Service and its components are protected by copyright and other laws.
8. **Fees and Payment.**
- 8.1. **Fees.** You are responsible for paying Webroot, a Reseller, or an App Store (a "**Billing Party**") the Fees without setoff or deduction. Unless otherwise stated in writing, a Billing Party will charge You in advance for the Fees for the Subscription Term. Unless You receive a money-back guarantee/warranty that is stated in a Service Supplement, all Fees are guaranteed and non-refundable. If Your subscription to the Service renews, a Billing Party will, at or around

the end of the then-current Subscription Term, charge You the Fees for the renewal Subscription Term. Webroot reserves the right to increase the Fees in its discretion prior to any renewal Subscription Term, provided such increase is in accordance with applicable law and this Agreement.

- 8.2. **Trials.** If You sign up for a free trial of the Service, a Billing Party may require that You provide a valid credit card or other payment method. Unless You cancel Your subscription to the Service within the period of time set forth in Your Subscription Documents or Service Supplement, You will be charged for the Service immediately after the expiration of the trial period.
 - 8.3. **Taxes.** The Fees exclude any taxes. You are responsible for payment of all taxes applicable to the Software and Service, including without limitation all federal, state, and local sales, use, excise, and value-added taxes, with the exception of those taxes based solely on Webroot's net income. You will make all payments of Fees free and clear of, and without reduction for, any withholding taxes. You must reimburse Webroot for any interest or penalties assessed on Webroot as a result of Your failure to pay taxes in accordance with this [Section 8.3](#), and for all of Webroot's fees and costs incurred in enforcing this [Section 8.3](#), including, without limitation, all attorneys' fees and court costs.
 - 8.4. **Interest.** All late payments will bear interest at the rate of 1.5% per month (or the maximum amount allowed by law, if less), calculated daily and compounded monthly. You must reimburse Webroot for all of its fees and costs incurred in collecting any late payments, including, without limitation, all attorneys' fees and court costs.
9. **Term.** Your right to access and use the Service pursuant to the terms of any applicable Subscription Document continues for the Subscription Term specified therein.
- 9.1. **No Renewal.** If Your Subscription Documents do not provide for automatic renewals, then Your subscription to the Service will expire at the end of the Subscription Term, and all rights, licenses, and authorizations granted to You under the Agreement will terminate automatically upon such expiration.
 - 9.2. **Automatic Renewals.** If Your Subscription Documents state that Your subscription is subject to automatic renewals, then upon expiration of the initial Subscription Term, Your subscription to the Service will automatically renew for the specified renewal Subscription Term at Webroot's then-current pricing, in accordance with the terms and conditions pertaining to automatic renewals presented to You in the Subscription Documents. You may elect not to renew Your subscription pursuant to the terms of such Subscription Documents, or if such Subscription Documents are silent on the matter, then by providing Webroot notice of Your intent not to renew at least 30 days prior to the next renewal Subscription Term. All renewals are subject to payment of the applicable Fees.
10. **Termination.**
- 10.1. **Suspension and Termination.** Webroot may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate, or otherwise deny Your access to or use of all or any part of the Service, without incurring any resulting obligation or liability, if: (a) Webroot receives a judicial or other governmental demand, order, subpoena, or law enforcement request that expressly or by reasonable implication requires Webroot to do so; (b) You refuse to accept the terms of any modified Agreement, despite receiving notice from Webroot of such modified Agreement; (c) any aspect of this Agreement is limited by law or third-party terms of service; (d) Webroot believes, in its reasonable discretion, that: (1) You breached or failed to comply with any term of this Agreement; or (2) You are, have been, or are likely to be involved in any fraudulent or unlawful activities, including piracy or DDOS attacks; or (e) this Agreement expires or is terminated. This [Section 10.1](#) does not limit any of Webroot's other rights or remedies, whether at law, in equity or under this Agreement. Failure to pay Fees when due constitutes a breach. If Webroot terminates Your access to or use of the Services pursuant to [Section 10.1\(a\) – \(d\)](#), this Agreement will automatically terminate.
 - 10.2. **Effect of Expiration or Termination.** On the expiration or earlier termination of this Agreement, all rights, licenses, and authorizations granted to You will immediately terminate, and You must immediately: (a) stop using the Service; and (b) delete the Software. The termination of this Agreement will automatically terminate all of the Subscription Documents.
 - 10.3. **Survival.** The following Sections survive termination: [7](#), [8](#), [10.2-10.3](#), [11.3-11.8](#), [12-14](#), and [17-27](#). When this Agreement terminates or expires, Webroot may, at any time beginning 45 days from the date of expiration or termination, delete (or render anonymous) Your Personal Data held by Webroot.

- 10.4. **End of Life.** Webroot's provision of the Service is subject to Webroot's End of Life policy, which is currently available at <https://www5.nohold.net/Webroot/Loginr.aspx?pid=10&login=1&app=vw&solutionid=919>.

11. Limited Warranty and Disclaimer of Warranties.

- 11.1. **Limited Service Warranty.** During the Warranty Period, Webroot warrants that the Service, when used as permitted under the Subscription Documents, will operate substantially as described in the Service Documentation.
- 11.2. **Exclusive Remedy.** Your exclusive remedy, and Webroot's sole liability, for any breach of this warranty will be for Webroot to use commercially reasonable efforts: (a) to provide You with an error-correction or work-around that corrects the reported non-conformity; (b) to replace the non-conforming features of the Service with conforming features; or (c) if Webroot determines such remedies to be impracticable within a reasonable period of time, to terminate this Agreement and refund the Fees paid for the Service that are attributable to the period of non-conformance.
- 11.3. **Exclusion of Warranty.** THE LIMITED WARRANTY IN SECTION 11.1 WILL NOT APPLY IF: (A) A WARRANTY CLAIM IS BROUGHT OUTSIDE THE WARRANTY PERIOD; (B) THE SERVICE IS NOT USED IN ACCORDANCE WITH THE SUBSCRIPTION DOCUMENTS OR THE SERVICE DOCUMENTATION; (C) THE SOFTWARE OR ANY PART THEREOF HAS BEEN MODIFIED BY ANY ENTITY OTHER THAN WEBROOT OR ITS AFFILIATES OR LICENSORS; (D) A MALFUNCTION IN THE SOFTWARE HAS BEEN CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT SUPPLIED BY WEBROOT OR ITS AFFILIATES OR LICENSORS, OR A MALFUNCTION IN THE SOFTWARE IS DUE TO ACCIDENT OR ABUSE OF THE SOFTWARE; OR (E) THE WARRANTY CLAIM PERTAINS TO THIRD-PARTY SOFTWARE, OPEN SOURCE SOFTWARE, OR GEOIP DATABASES.
- 11.4. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, THE SERVICE AND SERVICE DOCUMENTATION ARE PROVIDED "AS IS" AND WEBROOT AND ITS AFFILIATES AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WEBROOT DOES NOT WARRANT THAT THE SERVICE, OR ACCESS THERETO, WILL BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE, MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, NETWORKS, OR DATABASES. WEBROOT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT UPGRADES WILL BE BACKWARDS COMPATIBLE WITH ANY PRIOR OPERATING SYSTEMS, SOFTWARE, OR HARDWARE, OR THAT UPGRADES WILL NECESSARILY BE COMPATIBLE WITH FUTURE OPERATING SYSTEMS RELEASED BY THIRD PARTIES TO THE GENERAL PUBLIC AFTER THE EFFECTIVE DATE. AS BETWEEN YOU AND WEBROOT, ALL OPEN SOURCE SOFTWARE, THIRD-PARTY SOFTWARE, AND GEOIP DATABASES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- 11.5. **Third-Party Platforms.** If You access the Service via an App Store, You agree that: (a) Webroot makes no representations or warranties regarding such App Store; (b) Webroot hereby disclaims all representations and warranties with regard to such App Store; and (c) as between Webroot and You, You are solely responsible for Your compliance with the third party's terms and conditions, and Webroot takes no responsibility or liability for any breach by You of any of those terms and conditions. If You are using a Service that is intended to be operated in connection with products made commercially available by Apple Inc., then the terms in Attachment 1 (Apple-Enabled Software Applications) apply to You.
- 11.6. **Statutory Rights.** You may have other statutory rights. However, to the fullest extent permitted by law, the duration of statutorily required warranties, if any, will be limited to the Warranty Period.
- 11.7. **HIGH RISK SYSTEMS.** THE SERVICE IS FOR PERSONAL, NON-COMMERCIAL USE AND IS NOT DESIGNED FOR OR INTENDED TO BE RELIABLE IN THE CONTEXT OF HIGH RISK SYSTEMS. IT MAY FAIL WHEN USED IN SUCH SYSTEMS. WEBROOT HAS NO RESPONSIBILITY FOR, AND YOU SHALL INDEMNIFY WEBROOT AND ITS AFFILIATES AGAINST, ALL THIRD-PARTY CLAIMS, ACTIONS, SUITS, DEMANDS, AND PROCEEDINGS ALLEGING ANY LIABILITY, LOSS, COSTS, DAMAGES, AWARDS, PENALTIES, SETTLEMENTS, JUDGMENTS, FINES, OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE ON OR IN A HIGH RISK SYSTEM. A HIGH RISK SYSTEM IS ANY SYSTEM, DEVICE, OR NETWORK THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR CATASTROPHIC PERSONAL DAMAGE.

HIGH RISK SYSTEMS INCLUDE, BUT ARE NOT LIMITED TO, CRITICAL INFRASTRUCTURE, INDUSTRIAL PLANTS, AIRCRAFT, TRAIN, BOAT, OR VEHICLE NAVIGATION OR COMMUNICATIONS SYSTEMS, WEAPONS SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, NUCLEAR FACILITIES, OR LIFE SUPPORT OR EMERGENCY MEDICAL OPERATIONS.

- 11.8. **RESIDENTS OF NEW JERSEY.** IF YOU ARE A RESIDENT OF THE STATE OF NEW JERSEY IN THE UNITED STATES, THE SECTION TITLED “DISCLAIMERS” ABOVE, AND SECTION 12 TITLED “LIMITATION OF LIABILITY” BELOW, ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.
12. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WEBROOT OR ITS AFFILIATES, LICENSORS, OR RESELLERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR: (A) ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; AND (B) AMOUNTS EXCEEDING ONE HUNDRED DOLLARS (US\$100). THIS SECTION 12 WILL SURVIVE AND APPLY EVEN IF THE LIMITED REMEDIES PROVIDED BY THIS AGREEMENT ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.
13. **Export.** The Service is subject to U.S. export control laws and regulations, and may be subject to foreign export or import laws or regulations. You shall strictly comply with all such laws and regulations and not use or transfer the Service (including any Software) for any use relating to missile technology or nuclear, chemical, or biological weapons. You shall indemnify and hold harmless Webroot and its affiliates, and its and their licensors, resellers, directors, officers, employees, and representatives from all claims, damages, losses, and expenses (including attorneys’ fees) arising from breach of this Section 13.
14. **Force Majeure.** You and Webroot are not liable or responsible to one another, and will not be deemed to have defaulted under or breached any provision of this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for a failure to pay Fees), when such failure or delay is caused by or results from acts beyond Your or Webroot’s control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the Effective Date; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) slowdowns or shutdowns attributable to Internet Service Providers or Telephone Service Providers; or (j) material changes or updates after the Effective Date by third parties to operating systems owned or under the control of such third parties.
15. **Open Source Software and Third-Party Software.** The Software may contain or be provided with components subject to the terms and conditions of third-party proprietary licenses (“**Third-Party Software**”) or free/libre and open source software (“**Open Source Software**”) licenses. An English-language list of Open Source Software distributed by Webroot may be available at <https://www.webroot.com/us/en/legal/opensource>. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software itself, including, without limitation, any provisions governing access to source code, modification, or reverse engineering. You acknowledge that Your use of each Open Source Software component is subject to the open source license applicable to such component. Webroot makes no representations or warranties with regard to such Open Source Software and assumes no liability that may arise from the use of Open Source Software. With respect to data licensed by Webroot regarding geographic information and other data associated with an IP address (“**GeoIP Databases**”), You acknowledge that the limitations and disclaimers set forth in this Agreement apply to such GeoIP Databases and that the licensor of such GeoIP Databases has no liability in connection with this Agreement or Your use of the Service.
16. **Independent Contractors.** Your relationship to Webroot is that of a customer, and neither You nor Webroot is an agent or partner of the other. You do not and will not have, and will not represent to any third party that You have, any authority to act on behalf of Webroot.
17. **U.S. RESIDENTS—BINDING ARBITRATION AND CLASS ACTION WAIVER.**
- 17.1. **Agreement to Arbitrate.** If You are a resident of the United States, You and Webroot agree that any dispute, claim, or controversy involving You and Webroot (and/or Webroot’s affiliates, licensors, directors, shareholders, or employees) arising out of or relating in any way to the Service or this Agreement (each, a “**Dispute**”) must be determined by binding arbitration, except that You retain the right to bring an individual action in small claims court (a “**Small Claims Action**”). In addition,

because Webroot is licensing certain proprietary technology to You, Webroot may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual, suspected, or threatened infringement, misappropriation, or violation of its copyrights, trademarks, trade secrets, patents and patent rights, database rights, and other proprietary and intellectual property rights (each, an “**IP Protection Action**”).

- 17.2. **Opt-Out.** Without limiting Section 17.1 above, You have the right to litigate any Dispute in a court of general jurisdiction, if You provide Webroot with written notice of Your desire to do so by providing Webroot with the information listed at www.webroot.com/consumer-arbitration within 30 days following the Effective Date or, if Webroot has provided You with notice of any modified terms to this Agreement, within 30 days following the date of such notice (either such notice, an “**Arbitration Opt-out Notice**”). EXCEPT FOR SMALL CLAIMS ACTIONS, YOU KNOWINGLY AND INTENTIONALLY WAIVE YOUR RIGHT TO LITIGATE ANY DISPUTE IN ANY COURT OF GENERAL JURISDICTION IF YOU DON’T PROVIDE WEBROOT WITH AN ARBITRATION OPT-OUT NOTICE WITHIN SUCH 30-DAY PERIODS. The sole and exclusive jurisdiction and venue for any Small Claims Action or any Dispute where You timely provide Webroot with an Arbitration Opt-out Notice are the state and federal courts located in the City and County of Denver, Colorado, and You and Webroot each waive any objection to jurisdiction and venue in such courts. Sections 17.3-17.8 below apply to all Disputes that are not Small Claims Actions, IP Protection Actions, or Disputes where You provided Webroot with an Arbitration Opt-Out Notice within the 30-day periods described in this Section 17.2.
- 17.3. **CLASS ACTION WAIVER.** ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM MUST BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR WEBROOT MAY SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR WEBROOT ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING MAY BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, WEBROOT, AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.
- 17.4. **Notice of Dispute.** In the event of a Dispute, You must first send to Webroot, by certified mail, a written notice of Dispute (“**Notice of Dispute**”). The Notice of Dispute must be addressed to: Webroot, 385 Interlocken Crescent, Suite #800, Broomfield, Colorado 80021, Attention: Legal Department, and must be titled: NOTICE OF DISPUTE WITH WEBROOT. The Notice of Dispute must include both Your email address and the mailing address You would like Webroot to use when contacting You. If Webroot elects to initiate arbitration against You, it will send its own Notice of Dispute to the email address and mailing address it has on file for You. A Notice of Dispute must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought (“**Demand**”).
- 17.5. **Proceedings.** If You and Webroot do not reach an agreement to resolve the Dispute within 30 days after the Notice of Dispute is received, You or Webroot may commence an arbitration proceeding. Any arbitration must be governed and administered by the American Arbitration Association (the “**AAA**”) in accordance with the latest version of the AAA’s “Consumer Arbitration Rules”, including the “Costs of Arbitration (Including AAA Administrative Fees)” (collectively, the “**Consumer Procedures**”), except that the terms of this Agreement govern to the extent they conflict with the Consumer Procedures. ALL ISSUES IN THE DISPUTE ARE SUBJECT TO THE REVIEW OF A NEUTRAL ARBITRATOR. In ruling on a Dispute, the neutral arbitrator will apply the terms of this Agreement and the laws of the State of Colorado. The arbitrator has discretionary authority to conduct the arbitration via conference call or face-to-face hearing. The arbitrator will render an award within the time specified in the Consumer Procedures. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Webroot and You agree that the arbitrator’s award of damages must be consistent with the terms of Section 12 above as to the types and amounts of damages for which a party may be held liable. You may download or copy the AAA’s forms and rules from www.adr.org or by calling the AAA at 1-800-778-7879. Unless You and Webroot otherwise agree in writing, the arbitration must be conducted in the City and County of Denver, Colorado. If Your Demand does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that You and Webroot submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If Your Demand exceeds \$10,000, Your right to a hearing will be determined by the Consumer Procedures. Subject to the Consumer Procedures, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.
- 17.6. **AAA Not Integral to Agreement to Arbitrate.** You and Webroot agree that the use of the AAA to administer arbitration is not integral to the parties’ agreement to arbitrate Disputes. If the AAA will not or cannot conduct an arbitration, You and Webroot must negotiate in good faith to agree on a sole arbitrator who shall resolve the Dispute as provided in the Consumer Procedures. If the parties cannot agree on an arbitrator, a court of competent jurisdiction may appoint an arbitrator, who must follow the Consumer Procedures.

17.7. **Severability.** If one or more parts of this Section 17 are found to be illegal, invalid, or unenforceable as to all or some parts of a Dispute, then, and only in that circumstance, those parts will be severed and the Dispute will be resolved subject to all remaining parts of Section 17 and all other provisions of this Agreement. If such severance results in all or some parts of a Dispute proceeding in a court of law, the exclusive jurisdiction and venue for any such court proceeding will be the state or federal courts sitting in the City and County of Denver, Colorado. For purposes of any such court proceeding, You consent to, and will not challenge, such courts' personal jurisdiction over You, and You further waive objection based upon improper venue or *forum non conveniens* and will not seek transfer to another district or jurisdiction.

17.8. **FAA.** The Federal Arbitration Act governs the interpretation and enforcement of all provisions of this Agreement relating to arbitration.

18. **DISPUTE RESOLUTION—INTERNATIONAL RESIDENTS.** If You are not a resident of the United States, this Section 18 applies to You as follows below.

18.1. **Canada.** If You are a resident of Canada, this Agreement is governed by the laws of the State of Colorado in the United States without regard to its conflict of laws provisions. You agree to personal jurisdiction by and exclusive venue in the state and federal courts sitting in the State of Colorado, City and County of Denver, with regard to any and all claims arising out of or relating to the Service or this Agreement.

18.2. **Japan.** If You are a resident of Japan, this Agreement is governed by the laws of Japan without regard to its conflict of laws provisions. You agree to personal jurisdiction by and exclusive venue in the Tokyo District Court with regard to any and all claims arising out of or relating to the Service or this Agreement.

18.3. **Other Jurisdictions.** If You are a resident of a jurisdiction that is not located in the United States, Canada, and Japan, this Agreement is governed by the laws of the Republic of Ireland without regard to its conflict of laws provisions. You agree to personal jurisdiction by and exclusive venue in the courts sitting in Dublin, Ireland, with regard to any and all claims arising out of or relating to the Service or this Agreement.

18.4. **Equitable Relief.** You acknowledge that breach of one or more of the conditions under Section 3.2 (Conditions on Use) will cause Webroot to suffer immediate and irreparable harm for which money damages would be an inadequate remedy. Therefore, if You breach one or more of the conditions under Section 3.2 (Conditions on Use), You agree that Webroot will be entitled to equitable relief as well as any additional relief that may be appropriate.

19. **Notice.**

19.1. **From You to Webroot.** To be effective, You must provide notice to Webroot by visiting www.webroot.com/support, clicking on the support link specific to the applicable Service, and providing Webroot with the information required pursuant to such link. Such notice will be effective two calendar days after submission. The foregoing provision does not apply to any action necessary to:

- (a) opt-out of automatic renewals; or
- (b) file a Notice of Dispute with Webroot under Section 17.4.

To effectively opt-out of automatic renewals, You must follow the instructions in Your Subscription Documents. To effectively file a Notice of Dispute under Section 17.4, You must be a resident of the United States and follow the instructions in Section 17, including specifically Section 17.4.

19.2. **From Webroot to You.** By providing Your email address to Webroot, a Reseller, or an App Store, You agree to receive all required notices from Webroot electronically to that email address. Such notices are effective upon being sent to the email address. It is Your responsibility to notify Webroot or the applicable Reseller or App Store of any change or update Your email address. Notices are also effective upon publication to You (including via in-product messaging, the Console, or Software) or 5 days after mailing, when sent via certified mail, return receipt requested and postage prepaid to Your address on Your Subscription Documents.

20. **Business or Government Users.**

20.1. **Authority and Indemnity.** The Subscription Documents are intended to cover consumer use of the Service, not enterprise or business use. However, if You are using the Service on behalf of (or to facilitate the use of the Service by) a company of

which You are an employee or agent (“**Company**”), You represent and warrant that You have the full corporate right, power, and authority to enter into this Agreement on behalf of the Company, that this Agreement has been duly authorized by the Company, and that this Agreement will constitute the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with their terms. You hereby agree to indemnify and hold Webroot and its affiliates and licensors harmless from any and all claims, damages, losses, and expenses (including, without limitation, attorneys’ fees) arising from Your or the Company’s use of the Service pursuant to this [Section 20.1](#).

- 20.2. **US Government.** For US government end-users only, the Service is a “commercial item” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth therein.
21. **English Language.** You acknowledge that any translation of the English language version of this Agreement or any portion thereof is provided for Your convenience only, and that the English language version will take precedence over the translation in the event of any conflicts arising from translation.
22. **Severability.** If any provision of this Agreement is held to be unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force and effect.
23. **Third-Party Beneficiaries.** Except as set forth in this Agreement or a Service Supplement, there are no third-party beneficiaries to this Agreement.
24. **Assignments.** You may not assign this Agreement or delegate any rights under this Agreement without the prior written consent of Webroot. Webroot may assign this Agreement or delegate its rights under this Agreement without Your consent, although Webroot may notify You of any assignment.
25. **Waiver.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by Webroot.
26. **Entire Agreement.** This Agreement, including these Terms and Conditions, the Subscription Documents, any documents referenced in the Subscription Documents, and any applicable Service Supplement, is the complete and exclusive statement of the mutual understanding between You and Webroot with regard to the Service, and supersede and cancel all prior written and oral agreements and communications relating to the Service.
27. **Defined Terms.**
- 27.1. “**Agreement**” has the meaning set forth in the preamble.
- 27.2. “**App Store**” means a third-party app store, platform, or marketplace.
- 27.3. “**Console**” means Webroot’s online console or portal.
- 27.4. “**Device**” means, as applicable, a personal computer, mobile device, or other device that is authorized to have the Software installed on it.
- 27.5. “**Evaluation/Beta Period**” means the period of time set forth in a Subscription Document, or, if no period is stated, 30 days from the Effective Date. An Evaluation/Beta Period may co-term for all customers at the same time.
- 27.6. “**Evaluation/Beta Service**” means (a) the use of the Service as made available to You on a trial basis; or (b) the use of a pre-release version of the Service that is not yet generally available to other customers. For the avoidance of doubt, Webroot may release a beta version of an existing Service.
- 27.7. “**Fees**” means those fees and charges set forth in Your Subscription Documents.
- 27.8. “**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.
- 27.9. “**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification

number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 27.10. “**Privacy Statements**” means one or more privacy statements applicable to the Service. Webroot’s Privacy Statements may be currently viewed at <https://www.webroot.com/us/en/legal/privacy>.
- 27.11. “**Reseller**” means a third party authorized by Webroot to resell the Service.
- 27.12. “**Resultant Data**” means information or data that is derived by or through the Service from processing Your data but is sufficiently distinct from Your data (including Personal Data) so that such data cannot reasonably be reverse engineered from the Resultant Data alone. Resultant Data may include anonymized, aggregated, or de-identified data.
- 27.13. “**Service**” means the applicable Webroot service identified in one or more Subscription Documents, as may be further described in a Service Supplement. The Service may include: (a) client Software that interacts with servers owned or licensed by Webroot or its affiliates; (b) other software used to provide the Service, including all graphics, user interfaces, logos, and trademarks reproduced through the Service; and (c) upgrades to the Service.
- 27.14. “**Service Documentation**” means the written or electronic user documentation provided by Webroot to You pertaining to use of the Service or operation of the Software, if any, under the Subscription Documents.
- 27.15. “**Service Supplement**” means a document that references this Agreement and that contains additional legal provisions on the type of Service You are ordering.
- 27.16. “**Software**” means a copy of the applicable object-code software that must be downloaded and installed on a Device for purposes of using a Service.
- 27.17. “**Subscription Documents**” means those order and transaction documents associated with Your purchased subscription to the Service, which (depending upon the channel from which You purchased Your license) may include: a Webroot checkout payment page, an App Store checkout page, the subscription information found with Your App Store account, the email confirmation that Webroot sends for the purchase, the package if purchased at a retail store, or another order or transactional document made available to You regarding the Service. Subscription Documents may also include terms for particular promotions.
- 27.18. “**Subscription Term**” means the period of time set forth on Your Subscription Documents.
- 27.19. “**Warranty Period**” means, unless otherwise stated in a Service Supplement, the period of time beginning on the Effective Date and ending 30 days following the Effective Date.
- 27.20. “**Webroot**” means either Webroot Inc. (if You are in the United States or Canada) or Webroot International Limited (if You are outside the United States and Canada).
- 27.21. “**You**” means you, the individual end user of the Service.

Attachment 1

Apple-Enabled Software Applications

Webroot offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. (“Apple”), among other platforms. With respect to Software that is made available for Your use in connection with an Apple-branded product (such Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in the Agreement, the following terms and conditions apply:

- Webroot and You acknowledge that this Agreement is concluded between Webroot and You only, and not with Apple, and that as between Webroot and Apple, Webroot, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that You own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to You, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Webroot’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Webroot and You acknowledge that Webroot, not Apple, is responsible for addressing any claims of You or any third party relating to the Apple-Enabled Software or Your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between Webroot and Apple, Webroot, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) 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 (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- If You have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Webroot via its support page at: www.webroot.com/support.

Webroot and You acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement with respect to the Apple-Enabled Software, and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

[End of Attachment 1]