



GlobalSign Passport – Terms of Services (UK Version)

Version 1.0

1 Acceptance of Terms

- 1.1 Your use of the GlobalSign Passport and any related contents, software, and systems (collectively, the “Services”), is subject to the terms and conditions of this GlobalSign Passport Terms of Services (the “Agreement”) between you and GMO GlobalSign Limited (“GlobalSign”). By clicking “Accept” or by using the Services, you agree to become a party to, and be bound by, the terms set forth hereunder.
- 1.2 Unless otherwise agreed in writing by GlobalSign, your agreement with GlobalSign will always include, at a minimum, this Agreement. In addition, when using the Services, you and GlobalSign shall be subject to any posted guidelines or rules applicable to the Agreement, which may be posted from time to time (the “Additional Terms”) at <http://www.globalsign.com/repository/>. All Additional Terms (including but not limited to our Privacy Policy) are hereby incorporated by reference into the Agreement. GlobalSign may also offer other services that are governed by different Terms of Services.
- 1.3 If there is any contradiction between the Additional Terms and the Agreement, then the Additional Terms shall take precedence.
- 1.4 You agree to use the Services only for purposes that are permitted by (a) the Agreement, (b) the Additional Terms, and (c) the terms and conditions set forth by the third party content provider.

2 Definitions

"Application" means a request submitted to GlobalSign to enrol for the Services.

"GlobalSign Passport" means an electronic image featuring a fingerprint mark and passport image intended for display on a website. The image indicates to a website visitor that you or your organization are recipients of the Services and when such visitor clicks the image, flash pages containing various contents under the Services is displayed.

"Intellectual Property Rights" means all existing rights associated with intellectual property, including, but not limited to, registered and unregistered, copyrights, trade marks, logos, patents and business model patents, patent applications, software, know-how and all other intellectual property and proprietary rights.

"Repository" means the collection of documents located at <http://www.globalsign.com/repository/>.

"Services Installation Instructions" means the set of instructions that you receive when you download the GlobalSign Passport, which may be viewed on the Repository.

"Your Website" means a website owned or controlled by you or a website for which your right to use has been sufficiently proven by you to GlobalSign's satisfaction.

3 License and License Restrictions

- 3.1** The Services for which you are enrolling consist of malware scanning, user rating, and other third party contents integrated into the GlobalSign Passport. Provision of the Services are subject to GlobalSign's ability to verify your identity and your rights to the domain name of Your Website using GlobalSign's established authentication practices. Subject to approval of your Application, GlobalSign grants you a nonexclusive, non-transferable, non-sublicenseable license during the term of this Agreement to download, install, and display on Your Website, in accordance with the Services Installation Instructions, a single copy of the GlobalSign Passport. If the enrollment information you provided upon enrollment for the Services is incorrect or has changed, or if your organization name and/or domain name registration has changed, you must immediately notify GlobalSign. Upon receipt of such notice, GlobalSign may revoke your GlobalSign Passport and issue you a corrected GlobalSign Passport.
- 3.2** GlobalSign may undertake to re-authenticate your GlobalSign Passport credentials periodically, in which case GlobalSign may require additional information from you, and you may be required to re-confirm your acknowledgement and acceptance of the terms of this Agreement.
- 3.3** You must have the proper authorization and/or rights to the domain of Your Website to permit GlobalSign to provision the Services. You shall not (i) use the Services for or on behalf of any organization or domain other than the organization and domain named in your Application, (ii) copy, sell, rent, lease, transfer, assign or sublicense the GlobalSign Passport, in whole or in part, (iii) alter or tamper with the GlobalSign Passport in any way, including but not limited to skewing; modifying the color, size, pattern and fonts; and separating logo elements, copyright and trademark indicators, or attempting to alter or suppress access to the GlobalSign Passport, or (iv) take any action that will interfere with or diminish GlobalSign's rights in the GlobalSign Passport or underlying Services. If you believe that the GlobalSign Passport has been copied or is being used in any way that constitutes Intellectual Property Rights infringement, you shall report it immediately to GlobalSign. Breach of any of the restrictions above shall be considered a material breach of this Agreement.
- 3.4** If the volume of the clicks to your GlobalSign Passport exceeds 10,000 per month (therefore, flash pages of the GlobalSign Passport are displayed to the visitor over 10,000 times per month), then GlobalSign reserves the right to (i) charge you additional hosting fees, or (ii) require you to host the GlobalSign Passport on Your Website in accordance with instructions GlobalSign will provide to you ("self-hosting"). GlobalSign will provide no less than thirty (30) days' notice if additional hosting fees or self-hosting is required.

4 Term and Termination.

- 4.1** Unless earlier terminated in accordance with the terms hereof, this Agreement shall remain in effect until the termination or expiration of the Services. The provisions of sections 4.3, and 10 through 22 shall survive termination.
- 4.2** GlobalSign reserves the right to remove the GlobalSign Passport from Your Website, and this Agreement shall automatically terminate, if: (i) you cease to be a customer of the Services; (ii) GlobalSign discovers that the information that you provided during enrollment is no longer valid; (iii) you violate the terms and conditions of this Agreement (including payment of fees); or (iv) you use the GlobalSign Passport for any unlawful purpose.
- 4.3** Upon termination or expiry of this Agreement, you shall immediately cease displaying the GlobalSign Passport and, if the GlobalSign Passport is self-hosted, you shall permanently remove it from all devices on which it is installed and shall not use it for any purpose thereafter.

5 Representations and Warranties.

5.1 You represent and warrant to GlobalSign that (i) you have the corporate power and authority to request the Services in connection with the domain indicated in your Application and to enter into, and perform your obligations under, the Agreement; (ii) all information you provide in your Application for the Services is true and correct at the time of submission, and such information (including any domain name or e-mail address) does not infringe the Intellectual Property Rights of any third party; (iii) you will use the GlobalSign Passport in accordance with this Agreement only; (iv) you will not make any unauthorized representation or warranty to any third party relating to the Service.

5.2 In the event that Your Website is managed, and/or hosted, by a third party service provider, you warrant that you have obtained the consent and authorization from such third party service provider necessary for GlobalSign to perform the Services. You agree to facilitate any necessary communications and exchanges of information between GlobalSign and your third party service provider.

6 Fees and Payment Terms.

As consideration for the right to use the Services, you shall pay GlobalSign the applicable fees. All fees are due immediately and are non-refundable, except as otherwise stated below. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum allowed by law, whichever is less. The fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of GlobalSign) which are imposed by or under the authority of any government on the service fees charged herein shall be borne by you and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to GlobalSign shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, GlobalSign receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

7 Refund Policy.

If you are not completely satisfied with the Services for any reason, you must request, within thirty (30) days of installation, that GlobalSign terminate the Services and provide you with a refund. Following the initial 30-day period, you are entitled to a refund only if GlobalSign has breached a warranty or other material obligation under this Agreement.

8 Proprietary Rights.

8.1 You acknowledge and agree that the GlobalSign Passport and any third party contents incorporated into the GlobalSign Passport (the "Contents") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by GlobalSign and/or any third party that owns Intellectual Property Rights incorporated into the GlobalSign Passport, you agree not to copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, grant a security interest in or otherwise transfer any right in the GlobalSign Passport or the Contents, in whole or in part.

8.2 You acknowledge that GlobalSign and its licensors retain all Intellectual Property Rights and title in and to all of their confidential information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by GlobalSign hereunder, including without limitation all modifications, enhancements, derivative works,

configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "GlobalSign Works"). The GlobalSign Works do not include your pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in and to the other party's Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

8.3 The GlobalSign logo, trademarks and service marks, and other GlobalSign logos and product and service names are all trademarks of GlobalSign or its group company (the "GlobalSign Marks"). Without GlobalSign's prior written approval, you agree not to display or use in any manner the GlobalSign Marks.

9 Modifications to Seal License Agreement.

GlobalSign reserves the right to (i) revise the terms of this Agreement; and/or (ii) change part of the Services provided herein at any time. Any such change will be binding and effective thirty (30) days after publication of the change on the Repository, or upon notification to you by e-mail. If you do not agree with the change, you may terminate this Agreement at any time by notifying GlobalSign and requesting a partial refund of fees paid, prorated from the date of termination to the end of the Service term. By continuing to use and display the GlobalSign Passport after such change, you agree to abide by and be bound thereby.

10 Privacy Matters.

You agree to the use of your data and information in accordance with the following: GlobalSign will treat and process the data you provide in your Application in accordance with the Privacy Policy under the Repository (the "Privacy Statement"), as amended from time to time. You agree and consent that GlobalSign may (i) place in your GlobalSign Passport certain information that you provide during enrollment for the Services; and (ii) publish your GlobalSign Passport on third-party websites subject to GlobalSign's agreements with applicable third-party service providers or technology partners. By placing the GlobalSign Passport on Your Website, you agree and consent that GlobalSign may capture, use, and disclose the IP address (which does not include any personally-identifiable information) of visitors to Your Website for the purposes of (a) preparing reports about the use of the GlobalSign Passport that may be provided to customers, potential customers and the general public, (b) improving the utility of the GlobalSign Passport or creating new services, or (c) complying with a court order, law or requirement of any government agency.

11 Disclaimers of Warranties.

11.1 THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GLOBALSIGN AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

11.2 GLOBALSIGN DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. IF YOUR SERVICE INCLUDES WEBSITE MALWARE SCANNING, GLOBALSIGN DOES NOT WARRANT THAT ALL PAGES OF YOUR WEBSITE WILL BE SCANNED OR THAT THE SERVICE WILL DETECT ALL MALWARE ON YOUR WEBSITE.

12 Indemnity.

You agree to indemnify, defend and hold harmless GlobalSign, its directors, shareholders, officers, agents, employees, successors, partners, licensors, and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from (i) the breach of any of your warranties, representations, and obligations under this Agreement; or (ii) any infringement of an Intellectual Property Right of any person or entity in information or content provided by you. GlobalSign shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements); provided however, that (a) you keep GlobalSign informed of, and consult with GlobalSign in connection with the progress of such litigation or settlement; (b) you shall not have any right, without GlobalSign's written consent, which consent shall not be unreasonably withheld, to settle such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of GlobalSign, or requires any specific performance or non-pecuniary remedy by GlobalSign; and (c) GlobalSign shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

13 Limitations of Liability.

13.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT GLOBALSIGN AND ITS GROUP COMPANIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GLOBALSIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iii) ANY OTHER MATTER RELATING TO THE SERVICES.

13.2 GLOBALSIGN'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED, IN THE AGGREGATE, TO FIVE THOUSAND UNITED STATES DOLLARS (US\$5000) OR THE EQUIVALENT IN LOCAL CURRENCY.

14 Force Majeure.

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this section (i) gives prompt written notice thereof; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

15 Severability.

If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

16 Governing Law.

This Agreement and any disputes relating to the services provided hereunder shall be governed, adjudicated and interpreted in accordance with the applicable laws of England and Wales. The

parties hereby explicitly consent to exclusive jurisdiction and venue of the English courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17 Dispute Resolution.

To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, you shall notify GlobalSign, and any other party to the dispute for the purpose of seeking a business resolution. Both parties shall make good faith efforts to resolve such dispute through business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law as specified under this Agreement.

18 Non-Assignment.

You may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without GlobalSign's prior express written consent. Such consent shall not be unreasonably withheld or delayed.

19 No Third Party Beneficiaries.

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.

20 Notices.

When making any notice, demand, or request to GlobalSign with respect to this Agreement, such notice shall be in writing and delivered to GlobalSign's UK office as listed on <http://www.globalsign.com/company/contact.html>, Attention: Legal department. Such communications shall be effective when they are received.

21 Entire Agreement.

This Agreement and Additional Terms constitute the entire agreement between you and GlobalSign and governs your use of the Services, superseding any prior agreements between you and GlobalSign with respect to the Services. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.

22 Compliance with Export Regulations.

You shall comply with all applicable laws and regulations including but not limited to the relevant export control or export administration as well as any regulations promulgated thereunder, to the extent any such law or regulation applies to activities undertaken pursuant to this Agreement. When exporting or transferring the GlobalSign Passport or any deliverables under the Services, you shall assume responsibility for complying with applicable laws and regulations, and for obtaining required export authorizations.