

SITELOCK® SECURITY SERVICES

1. Application of Terms. In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms shall apply to the SiteLock® ("SiteLock®") business verification and security services (the "Services", as further defined below) you ("Subscriber") use, access or purchase (collectively "use") from Web.com.

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

A. "Confidential Information" means all material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of Web.com that is not accessible or known to the general public. Confidential Information shall include, but not be limited to, any information which concerns technical details of operation of any of the Web.com services and products offered hereunder.

B. "Effective Date" means the date when Web.com receives the Subscriber's request for the Services via the online order and/or registration process;

C. "Enrollment Form" means an electronic form on the Web.com or other applicable Website completed by the Subscriber by providing the Subscriber Data and which identifies certain requirements for the Services;

D. "Issue Date" means the date of issue of a SiteLock® Site Seal to the Subscriber after a successful Website vulnerability scan;

E. "Performance Monitoring Services" means the program which monitors the availability and performance of Subscriber's website identified for use with the Services (the "Website") by downloading the specified webpage (the "Webpage") on a periodic basis from locations around the world. This Service will also include alerts via email or text message that may be sent on occasion to a Subscriber if the Webpage is not available or if the download is slow. Weekly reports will also be available or be sent to Subscriber regarding overall performance of the Webpage.

F. "Site Seal" shall mean a hyperlinked graphic provided by Web.com to Subscriber for display on the Subscriber's Website that certifies to visitors to Subscriber's Website that the Website has been scanned for vulnerabilities. When visitors click on the Site Seal, it generally will indicate the date and time of the last successful vulnerability scan;

G. "Subscriber" means the individual, entity or organization identified during the online order and/or registration process for the Services using, accessing or purchasing the Services;

H. "Subscriber Data" means information about the Subscriber required by Web.com to provide the Services, including without limitation, the information which must be provided by the Subscriber during the online order and/or registration process and updated as such information changes;

I. "Services" means the provisioning of the SiteLock® services, which includes the Vulnerability Scanning Services, Performance Monitoring Services and the provision of a Site Seal, and related services as described in this Agreement;

J. "Services Period" means the time period during which your account subscription shall be active commencing on the date of your registration for the subscription.

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

L. "Vulnerability Scanning Services" means the Web.com program which scans a Subscriber's Website on a periodic basis to detect whether vulnerabilities exist. An alert via email or text message will generally be sent by Web.com to Subscriber if a severe vulnerability is detected. Reports will be provided in the Subscriber's Account Manager detailing certain detected vulnerabilities and the level of severity for such vulnerabilities.

3. Provisioning the Services.

A. Provided that Web.com is able to validate, to its satisfaction, the Subscriber Data, and that Web.com accepts a Subscriber's application for the Services (as such application is set out in the Enrollment Form), Web.com shall provide to the Subscriber the Services in accordance with the terms of this Agreement. Notwithstanding the foregoing, Web.com reserves the right to refuse a Subscriber's application at its sole discretion and for any reason. You expressly agree that as a part of the Services, you give Web.com full authorization to scan your Website from anywhere in the world in order to monitor such Website's performance, including, but not limited to the uptime/downtime and download time for the Website and also to monitor the Website for vulnerabilities. You also agree to take any necessary steps to communicate to your hosting provider (if other than Web.com) that you have authorized Web.com to conduct such scans and request that your hosting provider permit these scans to occur unimpeded. If your hosting provider refuses to permit Web.com to scan your Website, Web.com may not be able to perform the necessary scan of your Website.

B. The Services only serve as a passive conduit to identify, report and deliver the fix recommendations for various performance problems and avenues of insecurity or vulnerability in your Website. While the detailed post scanning reports may contain recommended fix steps and links to possible solutions if performance problems and/or vulnerabilities are detected on your system, the Services do not, and are not intended to, fix, remedy, prevent, or eliminate such problems, vulnerabilities and/or other insecurities. You are solely and ultimately responsible for your Website's performance and securing and protecting your Website. You are also solely responsible for taking appropriate steps and all necessary actions to fix, remedy, prevent or eliminate any performance or vulnerability issues with your Website and Web.com shall have no liability for any recommended steps that Web.com offers as a part of any report provided to you. Web.com shall have no responsibility or liability for any vulnerabilities or performance issues that are detected or that are not detected on your system. Web.com shall in no way be responsible for fixing, remediating, preventing, or eliminating any problems, vulnerabilities or other insecurities on your system or your Website.

C. Upon successful validation of your Domain Name, you will receive the automatic, daily vulnerability scans and the performance monitoring of the selected IP addresses. If your IP address passes the vulnerability scan, you will be permitted to display the SiteLock® Site Seal on the Website associated with such IP address. If at any time the IP address fails the vulnerability scan, you will be given 7 further scheduled scan attempts (or 7 days) to fix the problem from the time of the first failed test. During this time, you are permitted to continue displaying the SiteLock® Site Seal on the Website. If the problem is not fixed within this 7 day period, Web.com may revoke or suspend the SiteLock® Site Seal.

D. You acknowledge and agree that Web.com may, in its sole and absolute discretion, modify, limit, remove, or alter the services as it sees fit. Scans, monitoring, verification, and authentications performed by the Services and reports/emails that are part of the Services may be removed, modified, or updated by Web.com at any time without notice. You expressly agree that Web.com shall have no liability to you or any third parties for taking such action as identified in this provision.

E. You acknowledge and agree that any and all reports that Web.com provides to you as a part of the Services may contain inaccurate and incomplete information as to performance and/or vulnerability issues or proposed fixes and remedies for your Website.

4. Use of the Services.

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

B. The Subscriber shall:

- Use or access the Services only in conjunction with the Software or other software that may be provided by Web.com from time to time or specified by Web.com to be appropriate for use in conjunction with the Services.
- Be responsible, at its own expense, for access to the Internet and all other communications networks or third party services (if any) required in order to use the Services and for the provision of all computer and telecommunications equipment and software required to use the Services except where expressly provided otherwise herein;
- Obtain and keep in force any authorization, permission or license necessary for the Subscriber to use the Services save where Web.com expressly agrees to obtain the same under the terms of this Agreement; and
- Take all reasonable precautions to prevent any violation of, loss of control over, or unauthorized disclosure of Confidential Information relating to the Services.

5. License of Services Technology. Web.com grants to the Subscriber a revocable, non-exclusive, non-transferable personal license to use any Site Seals provided to Subscriber by Web.com in accordance with the Services and any manuals or other documents relating to the above insofar as is necessary for the Subscriber to utilize the Services. The Subscriber shall not copy or decompile, enhance, adapt or modify or attempt to do the same to the Site Seals, or any documents or manuals relating to the same, without Web.com's prior express written consent.

6. Revocation or Suspension.

A. Subscriber agrees that Web.com reserves the right to revoke or suspend a Subscriber's Site Seal or the Services in the event that Web.com believe that:

- a Subscriber's Site Seal has not been issued in accordance with the policies set out on the Web.com Website;

- the Subscriber has requested that its Site Seal be revoked, terminated or suspended;
- Subscriber has violated the provisions of this Agreement, Web.com Acceptable Use Policy or any legal or administrative rule;
- the Subscriber Data is no longer correct or accurate, save that Web.com has no obligation to monitor or investigate the accuracy of Subscriber Data after the Issue Date of that Site Seal;
- a third party complaint about the Subscriber or a threat of litigation against the Subscriber or Web.com; or
- the Subscriber has used the Services with third party software not authorized by Web.com for use with the Services; and Web.com may, at its sole discretion, after revocation of a Site Seal, reissue a Site Seal to the Subscriber or terminate this Agreement in accordance with its provisions.

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

7. Subscriber Data.

A. Subscriber acknowledges that in order to provide the Services the Selected Subscriber Data shall be embedded in the Subscriber's Site Seals and the Subscriber hereby consents to the disclosure to third parties of such selected Subscriber Data held therein.

B. Subscriber hereby grants Web.com permission to examine, evaluate, process and in some circumstances transmit to third parties located outside the United States the Subscriber Data insofar as is reasonably necessary for Web.com to provide the Services.

C. Subscriber acknowledges that Web.com has the right to gather information regarding the Subscriber's use of the Web.com account or services to guarantee the proper use of the licenses granted by this Agreement.

8. Subscriber Warranties and Representations.

A. The Subscriber warrants, represents and undertakes that:

- all Subscriber Data is, and any other documents or information provided by the Subscriber are, and will remain full and accurate and will not include any information or material (or any part thereof) the accessing or use of which would be unlawful, contrary to public interest or otherwise likely to damage the business or reputation of Web.com in any way;
- you have obtained all licenses and consents necessary to fully perform its obligations under this Agreement;
- you will not use the Services for any purpose that is unlawful or is prohibited by these terms, conditions, and notices. You agree to comply with all rules applicable to you in your use of

the Services, including all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination of false advertising). You agree: (1) not to use the Services for illegal purposes; (2) not to interfere or disrupt networks connected to the Services; (3) to comply with all regulations, policies and procedures of networks connected to the Services; (4) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (5) to not attempt to gain unauthorized access to other computer systems; and (6) to not interfere with another subscriber's use and enjoyment of the Services or another entity's use and enjoyment of similar services. If you violate any of these terms, your permission to use the services automatically terminates;

- you will not, directly or indirectly, (1) reproduce, sell, lease, rent, transfer or exploit for any commercial purposes any portion of the Services; (2) modify the SiteLock® logo in any form, change the data contained within the SiteLock® logo or change its size; (3) use or display the SiteLock® logo in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Web.com or in a manner that impairs the rights of Web.com in its trademarks or logos; or (4) represent that Web.com guarantees your products or services; and

B. Subscriber shall promptly disclose in writing to Web.com anything that constitutes a breach of, or is inconsistent with, any of the warranties and representations in this Agreement. Subscriber agrees to update the Subscription Data provided during the registration process as such information changes. Subscriber acknowledges and agrees that any information provided that is untrue, inaccurate, or incomplete can result in the immediate suspension or termination of all rights granted herein in Web.com' sole and absolute discretion. If Web.com ever finds any information provided to be untrue, incomplete, or inaccurate or has reason to believe that any information may be untrue, incomplete, or inaccurate, then Web.com, in its sole and absolute discretion, may suspend or terminate your account and refuse and all future use of the services of Web.com.

C. The Subscriber agrees not to make any representations regarding the Services to any third party.

D. Subscribers acknowledge that they are conducting their transactions over the Internet. Web.com provides its services on the Internet and, as such, they are subject to the operation of the Internet and the telecommunications infrastructures as well as the operation of your Internet connection services, all of which are beyond the control of Web.com.

9. Termination. If this Agreement is terminated by Web.com for any reason, Web.com may (in the event that a Subscriber's Site Seal has not already been revoked) revoke the Subscriber's Site Seal without further notice to the Subscriber and the Subscriber shall pay any amounts due to Web.com under this Agreement. Web.com shall have no obligation to refund any payment by the Subscriber to Web.com in the event of any termination of this Agreement. **YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL WEB.COM BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS SUFFERED BY THE SUBSCRIBER OR ANY THIRD PARTIES DUE TO USE OF THE SITE SEAL OR THE SERVICES.**