

Verified Domain Subscriber Agreement

By submitting an enrollment form for Verified Domain and accepting and using the services, you indicate your acceptance of the following terms and conditions and you agree to be bound by them.

This Verified Domain Subscriber Agreement (this "Agreement") is made by and between GeoTrust, Inc. ("GeoTrust") and you, an applicant, and governs your application for and use of GeoTrust's Verified Domain Service (the "Service"). By accepting this Agreement, you represent that you have express authority to apply for and accept the Agreement on behalf of either (i) the web site owner or (ii) an internet service provider, hosting company, reseller, or other ("Partner") who has express authority from the web site owner to apply for and accept the Agreement on the web site owner's behalf. Both the web site owner and the Partner (collectively referred to as the "Subscriber") agree to be bound by all the terms of this Agreement.

1. Subscriber's Responsibilities. Subscriber agrees to pay all charges for the Service found in this Agreement(s) or enrollment form(s) between Subscriber and GeoTrust or Partner, as applicable. Subscriber shall not use the Service or Software for fraudulent or misleading purposes.

2. GeoTrust Responsibilities. GeoTrust will (a) provide the Service in accordance with this Agreement, and (b) provide Subscriber with software (in the form of an active digital icon) for use with the Service ("Software").

3. Description of the Service. The Service provides an active digital icon on a page or pages of Subscriber's web site that is intended to confirm the identity of a page by comparing the URL of the page with the URL registered with GeoTrust at enrollment. The Service also intends to provide validated business card information about Subscriber.

While the Service is intended to help provide information to viewers of Subscriber's web site that will help the viewers detect and avoid spoofing, hijacking, phishing, and similar misuse of Subscriber's web site pages, Subscriber acknowledges that Verified Domain cannot prevent spoofing, hijacking, phishing, and similar misuse of Subscriber's web site pages and that viewers may be misled under certain circumstances to believe that certain false pages or images are genuine pages from Subscriber's web site.

4. Enrollment for the Service. In order to obtain the Service, Subscriber agrees to complete GeoTrust's enrollment form. Subscriber warrants (1) the information it provides is complete and accurate, (2) Subscriber has authority to provide the information and is not violating any privacy or confidentiality rules, regulations, or agreements, and (3) that GeoTrust has permission to use this information in order to provide the Service.

During enrollment, GeoTrust will authenticate the web site owner's identity and rights to the web site by accessing certain third party database of domain names and their owners. Subscriber agrees GeoTrust may refuse to provide the Service if it is not satisfied as to the web site owner's identity and rights to the web site and may inform Subscriber (including Partner, as applicable) of the reasons why. Subscriber agrees (1) GeoTrust shall not be liable for any errors in this identity authentication process, and (2) that all parties who view the Service as provided at the web site pursuant to this Agreement ("Relying Parties") will be bound by the terms of the then-current Verified Domain Relying Party Agreement as set forth at <http://www.geotrust.com/resources/cps>.

5. Term and Termination. The term of this Agreement shall begin on the date the enrollment form is submitted to and accepted by GeoTrust and shall terminate upon the earlier of (a) end of the one year enrollment period, (b) ten (10) days after receipt of notice by Subscriber from GeoTrust regarding a breach by Subscriber of its obligations under this Agreement which remains uncured for such period of time, or (c) receipt of notice by GeoTrust from Subscriber of termination of this Agreement.

Subscriber may cancel the Service according to the terms of this Agreement(s) or enrollment form(s) agreed to by Subscriber. GeoTrust may terminate the Service (a) upon instruction by Partner, including notice by Partner to GeoTrust that the web site owner has cancelled or not paid for the Service in accordance with this Agreement(s) or enrollment form(s) between the web site owner and Partner, or (b) upon 30 days notice of termination by Subscriber. Upon termination, Subscriber must (a) immediately cease use of the Service (including removing the digital icon from Subscriber's website), and (b) pay all outstanding amounts. GeoTrust shall not be obliged to retain any information provided by Subscriber after termination.

6. Software License and Rights. During the term of this Agreement, GeoTrust grants Subscriber a non-transferable, nonexclusive license to use the Software, in object code form only, solely in conjunction with the Services. Subscriber agrees that it will not, directly or indirectly, copy the Software except as is necessary to install on Subscriber's web site. Subscriber agrees it will not (a) reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code from the Software, (b) sell, lease, license, transfer, give possession of, or sublicense the Software or the documentation to others, or (c) write or develop any derivative or other software programs based in whole or in part upon the Software.

7. Disclaimer of Warranties. GEOTRUST AND PARTNER EXPRESSLY DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THE SERVICES PROVIDED OR THE SOFTWARE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE SERVICE OR SOFTWARE AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. GEOTRUST AND PARTNER FURTHER DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO SUBSCRIBER OR ANY THIRD PARTY THAT (A) ANY SUBSCRIBER TO WHICH IT HAS ISSUED A VERIFIED DOMAIN IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO BE IN THE INFORMATION SUPPLIED TO GEOTRUST OR PARTNER, (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN A VERIFIED DOMAIN, OR (C) THAT THE INFORMATION CONTAINED IN THE VERIFIED DOMAIN IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE.

8. Disclaimer of Damages and Limitations of Liability. In no event shall GeoTrust or Partner be liable for any default or delay in the performance of its obligations hereunder to the extent and while such default or delay is caused, directly or indirectly, by electronic or communications failures fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, strikes, lockouts, or labor difficulties or any other similar cause beyond the reasonable control of GeoTrust. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF GEOTRUST OR PARTNER TO SUBSCRIBER OR ANY THIRD PARTY FOR ALL CLAIMS RELATED TO THE USE OF OR

RELIANCE ON A VERIFIED DOMAIN OR FOR THE SERVICE INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO GEOTRUST OR PARTNER UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL GEOTRUST OR PARTNER BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY TO SUBSCRIBER BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW.

9. Indemnification. The Subscriber hereby agrees to indemnify and hold GeoTrust and Partner and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, losses, damages, judgments, costs and expenses (including attorneys' fees) arising out of or related to Subscriber's use of the Certificate.

10. Notices. Any notices between the parties shall be in physical or electronic writing. The parties shall send all notices by e-mail or first class mail, postage prepaid. Notices shall be effective upon receipt. GeoTrust shall send notices to Subscriber at the e-mail and/or physical address provided in the enrollment form. Subscriber shall send notices in writing to the following address: GeoTrust Notices, 117 Kendrick Street, Suite 350, Needham, MA 02494 USA.

11. No Other Rights. By virtue of this Agreement, Subscriber does not acquire any right, title or interest of any kind in or to any trademark, trade name, service mark, logo, patent, copyright, or other proprietary right of GeoTrust.

12. Miscellaneous. This Agreement shall be governed and interpreted according to the internal laws of the Commonwealth of Massachusetts, excluding its choice of law provisions. For all disputes arising out of or related to this Agreement, the parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts, USA. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of both parties. The following sections shall survive termination of this Agreement: Sections 1, 4, 5, 7, 8, 9, 10, 11, and 12. This Agreement shall not be assigned by Subscriber without prior written consent of GeoTrust, and any attempt to assign any rights, duties, or obligations, which arise under this Agreement without such consent will be void. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby. This Agreement constitutes the complete and exclusive statement of the agreement between the Subscriber and GeoTrust with respect to the application for, acceptance of, and use of a Verified Domain and supersedes any proposal or prior agreement, oral or written, and any other communications relating to this Agreement.