



TERMS OF USE

PLEASE READ CAREFULLY: THESE TERMS ARE A BINDING AGREEMENT FOR THE USE OF THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT ACCESS OR USE THE SERVICE.

1. INTRODUCTION

- 1.1. **Our Service.** Our **Service** means the Trustwell software-as-a-service platform and its related mobile apps, including but not limited to all content, APIs and other tools and services contained in or provided with them.
- 1.2. **Our Service Terms.** Our Service **Terms** refer to these terms of use that describe how you may access and use the Service and they also include our [Privacy Notice](#) that explains how we collect, use and protect personal information.
- 1.3. **You and Us.** When we refer to **we, us** or **our**, we mean the applicable Trustwell entity with whom your Organization has entered into a binding agreement. When we refer to **you** or **your** we mean you, the person accepting these terms and accessing and using the Services.
- 1.4. **Our agreement with your Organization.** References to your **Organization** mean the entity that is our customer and which (i) employs or engages you directly, (ii) contracts with you or with an entity you work for to be a **Supplier** of goods and services to such Organization, or (iii) is affiliated with you, and in all such instances has authorized you to access and use the Service on its behalf for its benefit. We make the Service available to you pursuant to our **Agreement** with the Organization and if so agreed with your Organization, provisions of such Agreement may govern certain of the provision set out in these Terms. If you have any questions or need any clarifications about that, please reach out directly to your Organization.

2. YOUR ELIGIBILITY TO ACCESS AND USE THE SERVICES

- 2.1. **Registration.** Access to the Service requires and is made available following your registration and acceptance of these Terms. You represent that you are authorized to accept these terms and access and use the Services on behalf of your Organization or the Supplier, as applicable.
- 2.2. **Minimum Age.** The Service is not directed to children of any age and is limited to individuals who are 18 years of age or older.

3. UNDERSTANDING THESE TERMS OF USE

- 3.1. **This is a binding agreement.** We are willing to provide the Service to you on the condition that you first accept these Terms and comply with all the obligations and standards they set. When you click through these terms (e.g. on the "I agree" or a similar button or check box), or when you otherwise access or use the



services, you signify to us that you have read, understand and agree to be bound by the Terms, whether or not you are a registered user.

- 3.2. **We may modify these Terms.** We reserve the right to change all or any part these Terms and such changes will become effective when posted. A material change to the Terms that substantially affects your rights or obligations will be posted or otherwise notified. IF YOU DO NOT AGREE TO SUCH CHANGE OF TERMS, YOU MUST STOP USING THE SERVICE. If you continue using the service after the change is implemented, you are indicating your agreement to it.

- 3.3. **We may change the Service.** We may at any time and in our sole discretion change, modify, add, or discontinue the Service or any portion or component. Any material changes to the Service will be posted or otherwise notified. IF YOU DO NOT AGREE TO SUCH SERVICE CHANGE, YOU MUST STOP USING THE SERVICE.

- 3.4. **Supplemental Terms.** The use of certain Services may be subject to additional Supplemental Terms which means additional terms, conditions, or restrictions, imposed by Trustwell or by third party providers which will be posted on those pages from which they may be accessed. You agree to comply with all such Supplemental Terms and that if they conflict with these Terms, the Supplemental Terms will prevail with respect to such Service or any of its components. All such Supplemental Terms do not amend these Terms. IF YOU DO NOT AGREE TO ANY SUPPLEMENTAL TERMS DO NOT USE ANY OF THE CORRESPONDING SERVICE COMPONENTS.

- 3.5. **We may use Service Providers.** We may use third party **Service Providers**, including our affiliates in the performance of the Service and we will be responsible for the actions of such Service Providers.

- 3.6. **We may require additional confirmation from you.** We may, from time to time, request that you confirm, including in writing, your agreement to and compliance with any part of the Terms as a condition to your continued access to and use of the Service.

4. ACCOUNT SET-UP

- 4.1. **Setting up your User Account.** When creating your **User Account** you will be prompted to provide information, including personal information; please check our [Privacy Notice](#) to see how personal information is collected, used and protected.

You agree:

- to provide accurate and complete information and keep it current;
- not to register on behalf of an individual other than yourself;
- not to use another user's account or allow others to use your account;
- to maintain the confidentiality and security of your password and user ID; and
- to provide your contact information at the Organization or Supplier you represent such as your corporate email address.



- 4.2. **Your responsibility for your User Account.** You are fully responsible for any use of your User Account and for all activities that occur using your password or user ID, regardless of whether such use is authorized by you. If you know or suspect that anyone other than you knows or is in possession of your User Account login details, you must immediately notify us at Privacy@Trustwell.com.
- 4.3. **Organization Account.** If you are creating and using an account for your Organization or a Supplier, you represent that you are authorized to obtain the Service on behalf of the Organization or the Supplier, as applicable, and bind it to these Terms.

5. AUTHORIZED USE OF THE SERVICE

- 5.1. **Your use is conditioned on your compliance with these Terms.** You agree to act in good faith and use the Service and in accordance with the Terms and **Applicable Law** which means all applicable local, state, federal, and international laws.

You shall not:

- modify, distribute, publish, transmit, display, perform or create derivative works from or based on the Service or any components thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, transfer, or otherwise make available, whether or not as "paid for" service, and regardless of the method of dissemination, the functionality or any component of the Service to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, hosting, cloud, or other technology or service, or otherwise provide any service based on the Service;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code of the Service;
- use manual process, automatic device or application or extraction tool to access, monitor, use, download, retrieve, index, extract, scrape, or data mine;
- copy, frame, mirror, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any component thereof or otherwise defeat, bypass, or circumvent any other protections of Trustwell's intellectual property rights in the Service;
- bypass or breach any security device or protection used by the Service or otherwise access or use the Service in a non-permitted manner;
- input, upload, transmit, activate or otherwise provide to or through the Service any malware or harmful code or virus;
- damage, destroy, deface, disrupt, disable, impair, interfere with, or otherwise disrupt impede, overburden or harm in any manner the Service or Trustwell's systems or the provision of products and services to any person or entity;
- access or use the Service in any manner or for any purpose or that infringes, misappropriates, or otherwise violates intellectual property rights or other rights of any person or entity, or that otherwise violates any Applicable Law;



- remove, delete, alter, or obscure any trademarks, copyright and attribution notices, warranties, or disclaimers, or any other intellectual property rights notices from the Service or any component thereof;
- create a false identity to mislead any person as to the identity or origin of any transmission or communication via the Service;
- publish any personal or confidential information belonging to any person or entity, including Trustwell without obtaining consent from such person or entity;
- access or use the Service for purposes of monitoring availability, observing performance or functionality, for benchmarking against third party services or competitive analysis of the Services, or for the development, provision, or use of a competing service or any other purpose that is to Trustwell's detriment or commercial disadvantage;
- otherwise access to or use the Services beyond the scope of the use granted by Trustwell or in violation of Applicable Law.

5.4 **No collection of sensitive personal information.** You acknowledge that the Service does not require and has not been designed to collect, process or manage **Sensitive Personal Information** of individuals or other reasonably equivalent terms within the scope of Applicable Law. Therefore, you agree not to use the Service to collect, process or manage such Sensitive Personal Information and **you expressly release Trustwell from any liability and agree not to hold it liable for the consequences resulting from your collection, processing or management of such Sensitive Data.**

6. USER MATERIALS AND DATA

6.1. **You are responsible for any materials and data you upload to the Service.** You may upload and maintain on the Service **User Materials** which means any data, information, content and materials that are relevant and necessary for your use of the Service. You are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of any User Materials and their inclusion and utilization in the Service. You must ensure that you have all necessary legal rights and authority to the User Materials and that such materials would not violate any Applicable Laws or rights of any individual. When posting and sharing User Materials via the Service, you are responsible to ensure it is appropriate and legal. You are also responsible for any backup, recovery or other steps required to ensure that your User Materials are recoverable in the case of data loss.

6.2. **We have no ownership rights in your User Materials.** We have no ownership rights in User Materials. However, you grant us and our Service Providers permission, to access, use, reproduce, modify, perform, display, distribute and process User Materials as is reasonably necessary to perform the Service and fulfill our contractual obligations to your Organization.

1.1. **Monitoring of User Materials and Usage.** We routinely monitor and record all your interactions with the Platform such as your access to and usage of the Service or User Materials. However, we reserve the right, in



our sole discretion and without further notice to you, to investigate a User Account if we believe, that it is necessary to:

- comply with any Applicable Law, including requests by law enforcement or government agencies;
- to respond to notices of alleged infringement;
- to respond to Complaints (explained below);
- to verify compliance with the Terms;
- protect the rights, property or safety of Trustwell, the Organization, users and/or the public.

7. PROPRIETARY RIGHTS

- 1.2. **Our Intellectual Property.** We, and our respective providers, own all right, title and interest, including all intellectual property rights in the Service and all content and tools, including, but not limited to software, data, graphics, images, logos, audio, video, design, and any and all other features and elements, in any media or format, that are or may in the future become available through the Service, all of which are protected by United States and international intellectual property laws and other applicable laws.
- 1.3. **No right to use our trademarks and logos.** You may not use Trustwell or its affiliates trade names, trademarks and service marks, alone or in connection with any other words or logos without our consent and if such consent is granted all uses will inure solely to the benefit of Trustwell and its affiliates and you will acquire no right, title or interest in them or goodwill associated with them and refrain from impairing Trustwell or its affiliates' rights.
- 1.4. **How we use your feedback.** Trustwell welcomes your **Feedback** which means ideas, suggestions and feedback related to the Service and any other aspects of our business. Provision of Feedback is entirely voluntary. If you elect to provide such Feedback, you assign to us all title and interest, including intellectual property rights in such Feedback and we may use it for our business purposes in our discretion without any payment or accounting to you, but without any responsibility or liability by you, provided that you will not knowingly provide to us Feedback that is in breach of your confidentiality obligations to third parties or is infringing third party proprietary rights. Such Feedback is deemed our confidential information and intellectual property. For the avoidance of doubt, the provision of Feedback does not grant us any ownership rights in your or your Organization or in the Supplier's services or products.
- 1.5. **We collect aggregated anonymized data.** We may derive and compile, either manually or automatically, **Aggregated Data** which means analytics, statistical and other information derived from data related to, used or stored in connection with your use of the Service which data is anonymized and aggregated with other data captured in the Services related to the performance, operation and use of the Service, and use such Aggregated Data for our business purposes, including for operations management, support, training, testing, improvements, research and development and for sharing with relevant parties for similar purposes. We own the rights in and to such Aggregated Data.
- 1.6. **Reservation of rights by us.** You shall not use or exploit our Service in any manner, except as expressly permitted. All rights not expressly granted to you are reserved by us. There are no implied licenses to the Service or its components..

8. SUSPENSION AND TERMINATION

- 8.1. **Termination or expiration of our agreement with the Organization.** We make the Service available to you pursuant to our agreement with your Organization. If that agreement expires or terminates for any reason, we will terminate your access to the Service.
- 8.2. **We have the right to terminate or suspend your User Account.** If you breach any of the Terms, pose a threat to the functionality, security, integrity or availability of the Services, violate any applicable laws, or if needed to protect the rights, property and safety of Trustwell, the Organization, other users or the public, we may, in our discretion, immediately do any or all of the following (without limitation):
- issue a warning to you;
 - suspend or terminate your User Account; and/or
 - take legal action against you.
- 8.3. **Violation of Applicable Laws by you.** Any unauthorized use of the Service or related to the Service may also violate Applicable Laws in the United States and other countries, and we may cooperate with the applicable authorities, including by disclosing your identity and other User Materials, as set forth in our [Privacy Notice](#).

9. OUR LIABILITY

- 1.7. **Liabilities that we cannot Limit.** Nothing in these Terms excludes or limits our liability where it would be unlawful to do so, and nothing in these Terms affects any of your statutory rights under Applicable Laws.
- 1.8. **What we Cannot Guarantee.** Some jurisdictions do not allow the exclusion of implied warranties, therefore some of the following exclusions may not apply to you. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS, (A) WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE (WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED), WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED INDEMNIFICATION OBLIGATIONS, OR OTHER WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM, WITH RESPECT TO ANY ASPECTS OF THE SERVICE AND ANY COMPONENTS THEREOF OR ITS USE IN CONJUNCTION WITH USER MATERIALS OR THE OUTPUT OR RESULTS OBTAINED FROM SUCH USE, ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE THEREUPON OR AS TO THE PERFORMANCE THEREOF (WHETHER PERFORMED IN WHOLE, PART OR NOT AT ALL); (B) WE DO NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICE OR ANY COMPONENTS OR OUTPUT THEREOF OR THAT IT WILL BE ERROR FREE OR FREE FROM MALWARE OR OTHER INFIRMITY OR CORRUPTION AND THEREFORE, WE SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS OR



DELAYS THEREIN; AND (C) THE SERVICE AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE IS AT YOUR OWN RISK.

- 1.9. **We are not liable for third party services and products.** The Service may require the utilization of or integration with products, services and data contain that are made available by third party providers or may include links to third party websites. We do not control such third party products and services and assume no liability with respect to any of them. Your access and use rights to such third party products and websites may involve additional agreements between such third party provider and your Organization or may require you to agree to additional terms and conditions. All such additional, terms, conditions or agreements do not alter these Terms and you will be responsible for your use of such third party products and services, any associated costs and fees and any risks arising.

- 1.10. **We make no additional promises.** No opinion, advice or statement by us (including our officers, directors, employees, agents and affiliates) directly or indirectly or by our providers or by any users, whether made on the Service, or related to it or otherwise, will create any representation or warranty or obligation under these Terms.

- 1.11. **Limitations on our liability.** IF YOU ARE DISSATISFIED WITH THE SERVICE YOUR REMEDY IS TO STOP USING IT. In no event shall we or our affiliates be liable to you or any third party for damages of any kind, including, but not limited to, any indirect, special, incidental, exemplary, punitive or consequential damages, including but not limited to loss of profits, lost time. Loss of data or goodwill, even if advised of the possibility of such damages, whether in contract, tort, strict liability or otherwise. Our liability to you will not exceed, in the aggregate for all claims \$10. Some laws do not allow the limitation or exclusion of liability, so these limits may not apply to you.

2. INDEMNIFICATION

- 2.1. **Your indemnification obligation to us.** You agree to indemnify and hold us harmless (including our officers, directors, equity holders, employees, agents, representatives and affiliates) and our providers, from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from: (a) any activity on your User Account in violation of the Terms, including without limitation any communications or transmissions made through the Service, (b) your violations of applicable third party terms and agreements, if any, (c) your violations of Applicable Laws, (d) your violation of the rights, including, intellectual property and privacy rights of any third party, and (e) your User Materials, including without limitation your failure to secure all necessary rights, licenses and approvals such that we can utilize them as part of the Service. You agree to cooperate fully in any Trustwell inquiry concerning actual, alleged, or potential violations of the Terms.

3. OTHER IMPORTANT TERMS

3.1. **What happens if we have a legal dispute?**

- The Terms are governed by and interpreted in accordance with the laws of Delaware. These Terms are not governed by the United Nations Convention on Contracts for the International Sale of Goods or by the Uniform Computer Information Transactions Act, and both are expressly disclaimed.
- In connection with any dispute arising out of or relating to the Terms, you consent to the exclusive jurisdiction and venue in the courts located in Delaware.
- We will be allowed to bring action against you in any jurisdiction.

3.2. **Circumstances outside our control.** While we will endeavor to provide the Service to you, you understand and agree that we would not be liable for delays or failure in the performance or delivery of Services due to acts of God, unforeseen circumstances or other causes beyond our reasonable control.

3.3. **Sections that survive termination of these Terms.** All sections of the Terms which by their nature survive termination shall continue in full force and effect beyond any termination of the Terms, including, without limitation, all provisions which relate to proprietary rights, disclaimers, limitation of liability, waiver and indemnification.

3.4. **Severability of terms.** If one or more of the provisions of these Terms shall be held unenforceable by a court in any applicable jurisdiction respect, then such provision shall be deleted from the Terms to the minimum extent, and the remaining provisions will continue in full force and effect. Any such judicial interpretation requiring limitation or deletion of a provision shall be valid only in the jurisdiction in which such interpretation is made.

3.5. **Conduct does not waive rights.** No waiver by us of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

4. **NOTIFICATIONS AND CONTACT INFORMATION**

4.1. **How we notify you of changes.** We may place a notice across our platform pages or App to alert you to certain changes such as material modifications to the Terms or to the Service. Alternatively, notice may be in the form of an email, telephone or via postal services.

4.2. **Our Contact Information.**

- If you have any questions relating to the Terms or to the Service or any other Trustwell products and services, please contact: info@Trustwell.com or write to our address below.



If you have any reason for a complaint, please contact support@Trustwell.com or write to our address below and we will endeavor to resolve the issue. You agree that the only way to provide us legal notice is at the addresses provided below.

Trustwell
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United States

Effective Date. This version of the Terms is effective as of December 9, 2024.