

VERIFIED DOMAIN™ RELYING PARTY AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. GEOTRUST, INC. (“GEOTRUST”) OWNS AND OPERATES VERIFIED DOMAIN™ (THE “SERVICE”). ANY PERSON WHO USES THE SOFTWARE OR INFORMATION PROVIDED BY THE SERVICE AGREES TO THE TERMS AND CONDITIONS OF THIS RELYING PARTY AGREEMENT (THE “AGREEMENT”). BY USING THE SERVICE AND/OR SOFTWARE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL POLICIES INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SERVICE OR SOFTWARE.

1. Changes to Terms and Conditions. GeoTrust reserves the right to change any of the terms and conditions contained in this Agreement, or the policies governing the Service, at any time in its sole discretion. Any changes will be effective upon posting of the revisions on GeoTrust’s website or in the Service itself (including by cross-reference or hyperlink). You are responsible for reviewing such notices and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. You acknowledge and agree that your continued use of the Service following any changes to this Agreement will constitute your acceptance of such changes. If you do not agree to any changes to this Agreement, do not continue to use the Service.

2. Description of Verified Domain. The Service provides an active digital icon (the “Software”) on a page or pages of a GeoTrust's customer’s web site (the “Subscriber”) 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 the Subscriber. While the Service is intended to help provide information to you about a Subscriber's web site that will help you detect and avoid spoofing, phishing, hijacking, and similar misuse of Subscriber's web site pages, you acknowledge that the Service cannot prevent spoofing, phishing, hijacking, and similar misuse of Subscriber’s web site pages and that you may be misled under certain circumstances to believe that certain false pages or images are genuine pages from a Subscriber's web site. You are solely responsible for deciding whether or not to rely on the information presented in the Software.

3. Term and Termination. The term of this Agreement will begin when you use the Service or the information provided therein and will end when you stop using the Service or such information. Either party may terminate this Agreement at any time, with or without cause, without notice to the other party effective immediately. Upon the termination of this Agreement for any reason, you will immediately cease use of the Service.

4. Privacy and Data Collection. GeoTrust is committed to ensuring the privacy of the users of the Service. Please refer to the GeoTrust Privacy Policy at <http://www.geotrust.com/about/privacy-policy.html>. The GeoTrust Privacy Policy may be changed in the future and you should check the GeoTrust Privacy Policy frequently for changes. In connection with your use of the Service, GeoTrust may collect web site usage data and traffic pattern data with respect to your activity both within and across web sites, all of which remains anonymous. GeoTrust will not associate any of your personally identifiable information with the data collected from your usage of the Service.

5. Copyright. The Service, and all content included therein, such as text, graphics, logos, button icons, images and; the compilation of all content of the Service; and the Software are the property of GeoTrust and are protected by U.S. and international copyright laws.

6. License. Subject to your compliance with this Agreement, GeoTrust grants to you a limited license to make personal/internal use of the Service. The license expressly excludes, without limitation: (1) any resale or commercial use of the Service or any portion thereof, (2) making any derivative works based upon the service, or (3) distributing, copying, republishing or displaying the content of the Service, except as expressly permitted hereunder.

7. Disclaimer of Warranties. GEOTRUST AND ITS PARTNERS EXPRESSLY DISCLAIMS AND MAKES 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 ITS PARTNERS FURTHER DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO YOU OR ANY THIRD PARTY THAT: (A) ANY SUBSCRIBER TO WHICH IT HAS PROVIDED A VERIFIED DOMAIN IS IN 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 THE SERVICE OR SOFTWARE, OR (C) THAT THE INFORMATION CONTAINED IN THE SERVICE OR SOFTWARE DOMAIN IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE. You understand and acknowledge that a portion of the Service's content pertaining to a web site owners' background information is based on self-disclosed information from companies subscribing to the Service and from third party data sources, business references, directory information, and certificate authorities. While GeoTrust endeavors to ascertain and maintain accuracy of such self-disclosed information and provide current third party information, the accuracy and timeliness of information provided by the Service cannot be guaranteed. You acknowledge and agree that any content downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such content.

8. Limitation of Liability. In no event shall GeoTrust or its partners 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 ITS PARTNER TO ANY THIRD PARTY FOR ALL CLAIMS RELATED TO THE USE OF OR RELIANCE ON THE SOFTWARE 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 FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM UPTO A MAXIMUM OF USD 5000 (FIVE THOUSAND UNITED STATES DOLLARS).

UNDER NO CIRCUMSTANCES SHALL GEOTRUST OR ITS PARTNERS BE LIABLE TO 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 YOU BUT SHALL BE GIVEN EFFECT TO THE FULL EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, EITHER PARTY'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM THE OTHER PARTY'S NEGLIGENCE OR TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. Governing Law. Any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understanding of the parties in connection with the subject matter hereof, whether oral or written.

11. Compliance with Law, Export Requirements, and Foreign Reshipment Liability. Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Agreement. Without limiting the generality of the foregoing, each party agrees to comply with all export requirements ("Export Control"). Regardless of any disclosure you made to GeoTrust of an ultimate destination of any data acquired from GeoTrust and, notwithstanding anything contained in this Agreement to the contrary, you will not: (i) modify, export, or re-export, either directly or indirectly, any such data to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control; (ii) provide any such data to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list" or the United States Commerce Department's "BIS Entity List" or such other applicable lists; or (iii) export or re-export any such data, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. GeoTrust shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to you, if you fail to comply with this provision.

12. 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 you at the e-mail and/or physical address provided in the enrollment form. You shall send notices in writing to the following address: General Counsel, GeoTrust, Inc., 487 E. Middlefield Road, Mountain View, California 94043 United States. GeoTrust may change its address for notice posting its new address under 'Contact Us' at <http://www.geotrust.com>.

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