

## **Terms and Conditions**

### **F-PROT AVES antivirus antisпам e-mail Security Service**

This is a binding, legal agreement between the buyer ("End-user") and the seller, FRISK Software International ("FRISK") for the F-PROT AVES online e-mail service (the "Service") which is an advanced antivirus and antisпам filtering system. The Service is licensed, not sold to the End-user, under the following terms. By accessing, or otherwise using the Service you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not access or use the Service.

#### **1. SCOPE OF THE SERVICE**

1.1. The Service consists of two tools, antivirus and antisпам. The Service is an on-line managed service that protects End-users from e-mail borne viruses and spam by scanning all incoming e-mail at the Internet level and passing it through an advanced filter system. The filter system scans for threats using the most up-to-date technology. The Service also passes the messages through a number of generic security filters and specialised e-mail heuristics to block whole classes of security risks and protect users from new threats. All messages will be scanned with the Spam filter, which will label potential spam or block it completely.

1.2. If an e-mail violates the End-user's security policy as described in 2.3., then either the e-mail is deleted and nothing is delivered, or a clean version is delivered and the original copy is stored in the recipient's Message Quarantine (for up to fifteen (15) days). Otherwise, if the e-mail does not violate any rules then it is immediately delivered to the recipient. Potential spam is either marked as such to simplify client-side filtering or simply detained in the recipient's Message Quarantine. End-users have access to the Message Quarantine through a website. Spam messages in the Message Quarantine will be automatically deleted from the Message Quarantine after fifteen (15) days.

#### **2. RESPONSIBILITIES OF END-USER**

2.1. The End-user agrees to provide FRISK with details of its domain and contact information.

2.2. The End-user shall be responsible for ensuring that all systems (networks and PCs) where the Service will be applied, are clean from all known viruses prior to provision of the Service including, but not limited to, e-mail archives.

2.3. The Service has a number of security settings, the End-user shall be responsible for choosing and setting its own security levels (End-user's security policy). In the absence of the End-user choosing its level of security, the default setting of "medium" shall apply for viruses and the default setting of "high" shall apply for spam.

### **3. CHARGES AND PAYMENT**

3.1 The fees charged for the license payable for the Service are provided to the End-user by FRISK employees in the form of a quote or from a published price list. License fees are quoted on a per user basis. All license fees relating to the Service are invoiced to the End-user according to the quote given and the payment terms agreed.

3.2. The End-user agrees to pay for the Service according to the agreed terms. Any delay in payment will lead to this Agreement being terminated.

### **4. DISCLAIMER**

The End-user agrees to use the Service that protects End-users from unsolicited bulk e-mail (spam) and virus threats. Due to the volatile nature of the Internet and its offerings, the accuracy of the performance of the Service is not guaranteed by FRISK. Unless otherwise performed, any viruses detected shall be automatically isolated. By agreeing to this Agreement, and/or using the Service, the End-user hereby irrevocably waives any and all claims, suit, liability, damages or the like which the End-user may have, or believe to have, from now into perpetuity, against FRISK for the detection, isolation and filtering of spam and/or viruses/worms required by the Service. To the extent that the foregoing cannot be waived by applicable law(s), then the End-user expressly agrees not to enforce any rights contrary to the foregoing sentence.

### **5. INFORMED CONSENT**

The Service offers that for any e-mail that violates the End-users's security policy, either the e-mail is deleted and nothing is delivered, or a clean copy is delivered and the original copy stored in the Message Quarantine. All inbound e-mail is routed through a scanner that the End-user consents to, in order to filter any potential spam or infected e-mails. The End-user gives FRISK his/her/their full and unconditional consent to access data pertaining to e-mail sent to End-user, and if necessary to modify, manipulate or erase completely the contents of any e-mails or if required FRISK may remove data entirely from the e-mail, without any claims by the End-user of unfair or unlawful processing of personal data or violation of privacy rights.

### **6. SECURITY AND CONFIDENTIALITY**

6.1 The End-user acknowledges that FRISK's employees and representatives may gain access to the End-user's data in the course of providing the Service to the End-user. FRISK will attempt to protect the End-user from unauthorized disclosure to or access by a third party to data in its possession, to which FRISK employees or representatives gain access, by using the same degree of care that FRISK takes to protect its own data of a similar nature. However, this obligation will not apply to the End-user data which is or becomes publicly available without fault on the part of FRISK, is already in FRISK's possession prior to the time FRISK gains access to the data under this Agreement, is independently developed by FRISK or is rightfully obtained from third parties, without breach of confidentiality.

6.2 Each party shall treat as confidential, all information obtained from the other,

pursuant to this Agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other parties prior written consent, provided however that this clause shall not extend to information rightfully in the possession of such party prior to entering into this Agreement, which is already public knowledge or will become so at a future date (otherwise as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

## **7. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

7.1. Not for resale or rent: The Service is limited for the End-user's personal or professional use, and not for resale or otherwise transferring the value of the Service. End-user may not rent, lease or lend the Service.

7.2. Service and Technical support: FRISK may provide End-user with support services related to the Service as deemed necessary.

7.3. Termination:

7.3.1. The Agreement shall be deemed to have commenced when the End-user registers for the Service and it shall remain in full force and effect until terminated.

7.3.2. This Agreement may be terminated by FRISK in the event of:

- a) the End-user being in arrears for a period of thirty (30) days after any charges payable hereunder has become due; or
- b) the End-user fails to comply with the terms and conditions of this Agreement
- c) if the quantity of data to the End-user becomes substantial in size. FRISK shall have sole determination of when the Service has reached unreasonable limits in size and/or quantity of e-mails or quarantine.

7.4. Limited Warranty: FRISK warrants that the Service will perform substantially in accordance with any specifications provided for the period of time established by applicable law from the date of purchase. The End-user understands that the Service is provided "as is", with all faults that may accompany Internet services to the maximum extent permitted by applicable law. FRISK hereby disclaims all warranties, express or implied with respect to the Service and the solutions provided hereunder, including all warranties of merchantability, fitness for particular purpose and against error free or uninterrupted service.

7.5. Disclaimer of liability: FRISK cannot control the flow of data to or from FRISK's network and the Internet. FRISK disclaims any and all liabilities resulting from loss of data, impairment, and delay in the transmission of data or disruption of services due to third party, force major, or forces not under FRISK's control.

7.6. Limitation of Liability: FRISK shall not be liable for any indirect, consequential, incidental, or punitive damages for any cause of action, in tort or contract, regardless of whether FRISK was aware of the possibility of such damages. The End-user acknowledges that FRISK has no liability to the End-user for deletion, alteration, misdirection or delay of e-mail or loss or damage to records or data on e-mails from

End-users when disinfecting malware and any viruses, worms and Trojans. Licensee's exclusive remedy shall be the amount that the licensee paid FRISK.

7.7. General limitation: FRISK shall not be liable in the event that the quantity of e-mails or the size of the quarantine has reached unreasonable limits on the Service for the End-user. In this case, FRISK will notify the End-user of measures to reduce the number of e-mails and to maintain the quarantine within reasonable size limits. FRISK shall have sole determination of when the Service has reached unreasonable limits in size and/or quantity of e-mails or quarantine.

## **8. COPYRIGHT**

All title and intellectual property rights in and to the Service and the accompanying printed material are owned by FRISK. All title and intellectual property right in and to the content, which may be accessed through use of the Service is the property of the respective content owner and may be protected by applicable copyright or other intellectual property law. This Agreement grants no right to use such content. All rights not expressly granted are reserved by FRISK.

## **9. DISPUTES**

All disputes arising out of the inception, application or interpretation of this agreement shall be settled in accordance with the laws of Iceland and the exclusive jurisdiction of the District Court of Reykjavik, Iceland.