

TERMS OF SERVICE

These terms of use (the "Terms of Service") are a legal agreement between you and Panda Security, (" Panda Security " , "we", "us" or "our") setting forth, among other things, the terms and conditions for the download and use of the Application “Gestor de contraseñas-Seguridad Internet Total” (the “Application”).

Amendments. Panda Security may modify the Terms of Service from time to time at its sole discretion, so we encourage you to review them periodically. If you do not agree to, or cannot comply with, the Terms of Service as amended, you are not authorized to use the Application. You will be deemed to have accepted the Terms of Service as amended if you continue to use the Application. We reserve the right to refuse to provide the Application to anyone at any time.

PLEASE READ ALL THE TERMS OF SERVICE CAREFULLY.

Your Agreement for the access and use of the Application. Downloading or using the Application, confirms your acceptance of and agreement with the provisions of the Terms of Service without any reservations, modifications, additions or deletions. If you do not agree to any provisions contained in the Terms of Service, you are not authorized to use the Application. You may be denied access to use the Application, with or without notice to you, if you do not comply with any provision of the Terms of Service.

1. Registration & Scope of Service

We restrict access to the download of the Application on hardware devices (computer or mobile device/smartphone) to registered users only. You agree to provide truthful and accurate account information, including but not limited to a username, master password, name and valid email address (collectively, your "Account Information"). You agree to update your Account Information as necessary to keep it accurate.

Services Accessible via the Application

When the Application is open it will automatically detect passwords while you browse and encrypt them on your device with your master password in order to save them. You can decide to turn off this feature at any time in the settings section of the Application. When the Application is open it will automatically fill in, on the web pages you are visiting, the username and password of the online accounts you have stored in the Application for that web page and will

automatically log you in. We strive to provide you with an Application that works on other platforms and for every website, so if your platform or website is not recognized, please contact us at support@pandasecurity.com and we will let you know if the Services will be available soon for your platform or website. By downloading the Application, you understand and expressly agree that the Panda Dome logo will be installed and will appear on your browser or your mobile OS in order to quickly access the Application.

- Digital Identity Management

The Application is a digital identity management service that gives you the ability to save your passwords, credentials, frequently visited websites and favorite websites by storing all passwords, notes and form-filling data. Your passwords will be encrypted on your device using a master password that only you know. You only need to remember this master password to open your Application and decrypt your encrypted passwords on your device. After being encrypted on your device your passwords will be sent to the cloud in an encrypted format through a secure connection for storage in order to enable synchronization with your other devices. Panda Security never stores your master password on any server so your passwords cannot be retrieved by anyone but you.

- Social Sharing Functionality and Third Party Sites

The Application may utilize social networking (e.g., Twitter, Facebook etc.) or may contain links to third party sites or resources that are not owned or controlled by Panda Security. Panda Security has no control over, and assumes no responsibility for the content, privacy policies, practices or availability of any third party sites or resources or the products, services or other materials on or available from such sites or resources. You are and remain subject to the policies of those third parties where applicable. By using the Application you expressly relieve Panda Security from any and all liability, loss or damage (direct, indirect, special, incidental, punitive or otherwise) arising from your use of any share functionality or third-party site or resource accessed from the Application. We encourage you to ask questions before you disclose your personal information to anyone. We reserve the right to change, modify or delete links to third party websites without notice.

- Content

The Services allow you to upload personal content of your choice ("Personal Content"). To the extent you select the options in your account enabling Panda

Security to transmit such Personal Content to other persons, you hereby grant Panda Security a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display the Personal Content you provided on the Website in the performance of the Services and in accordance with your Instructions. You also hereby grant each user of the Service or Website, including your Heirs, a non-exclusive license to view the Personal Content and to use, reproduce, distribute, display and perform such Personal Content as permitted through the functionality of the Website and in accordance with your Instructions. It is your responsibility when uploading Personal Content to select the appropriate private, semi-private or public functionalities of display of such Personal Content that you wish to apply to such Personal Content. Panda Security reserves the right to disclose any information including your Personal Content in order to comply with any applicable laws, regulation, legal process or governmental request or to edit, modify, refuse to post or remove any such information, in whole or in part, at its sole discretion. You also understand and agree that Panda Security may retain, but not display, distribute, or perform, server copies of your Personal Content that have been removed or deleted.

2. Prohibited Acts

- Prohibition

So that the Application is available for all users to enjoy, you may not, and hereby represent, warrant and covenant that you will not permit or enable a third party to: access or attempt to access Application; or use the Application in a way that (i) violates the terms of the Terms of Service; (ii) is unlawful, infringing, harmful, threatening, tortious, defamatory, libellous, abusive, obscene, invasive of another's privacy, hateful, fraudulent or malicious; (iii) harasses or advocates harassment of another person; (iv) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; (v) involves the sending of any virus, Trojan horse, worm, harmful code, shutdown mechanism or similar mechanism; (vi) promotes information that you know is false, misleading, or promotes illegal activities or conduct; (vii) solicits passwords, or personal identifying information for commercial or unlawful purposes from other users; (viii) interferes with or disrupts the Application; (ix) collects or "harvests" from the Application the names of other users for the purpose of transmitting to those other users unsolicited commercial messages; or (x) otherwise violates any local, national or other applicable law or regulation.

- Sanctions

ANY USE OF THE APPLICATION NOT SPECIFICALLY PERMITTED UNDER THE TERMS OF SERVICE IS STRICTLY PROHIBITED AND MAY RESULT, AT PANDA SECURITY'S DISCRETION, IN THE SUSPENSION OR TERMINATION OF YOUR ACCOUNT.

- Contact

Any misuse of the Application may be reported to support@pandasecurity.com.

3. Service Interruptions

– Interruptions

You acknowledge that: (i) your access to and use of the Application may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of the Application for any reason, including as a result of power outages, system failures or other interruptions; and (ii) we shall also be entitled, without any liability to you, to suspend access to the Application at any time (a) for scheduled downtime to permit us to conduct maintenance or make modifications to the Application; (b) in the event of a denial of service attack or other attack on the Application or the occurrence of any other event that we determine, in our sole discretion, would constitute a risk to the Application, to you or to any of other users; or (c) in the event we determine that any feature of the Application is prohibited by law or we otherwise determine that it is necessary or advisable to do so for legal or regulatory reasons (collectively, "Service Interruptions").

- No Liability

Panda Security shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Interruption.

- Notice of Interruption

To the extent possible, we will endeavour to post updates on our website regarding any Service Interruption and resumption of service following any suspension, but shall have no liability for the manner in which we may do so or if we fail to do so.

-System Requirements

Your use of the Application may be affected by the performance and compatibility of your hardware, software and Internet access. Meeting system requirements is your responsibility.

- Hosting

Panda Security will use reasonable commercial efforts to ensure that the Server(s) are linked to the Internet on an ongoing basis, subject to the provisions hereof, including without limitation, provisions dealing with maintenance, backups and system availability.

- System Availability

Panda Security will use reasonable commercial efforts to make the Services available online to end-users 24 hours a day and 7 days a week, through a link to the Server(s), with maximum uptime availability in accordance with the SLA of our service provider.

4. Security

- Your Responsibility

You understand and agree that you are solely responsible for maintaining the confidentiality of your Account Information (including your master password) and for restricting access to your hardware device while using the Application. You agree to accept responsibility for all activities that occur under your account or from your hardware device.

- No Guarantee

We endeavor to use reasonable security measures to protect against unauthorized access to your account. We cannot, however, guarantee absolute security of your account or the personal information we collect, and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the Application or their contents. You agree to immediately notify Panda Security of any unauthorized use of your account, or any other breach of security at support@pandasecurity.com and you accept all risks of unauthorized access to the Application, your Account Information and any other information you provide to Panda Security and hereby unconditionally relieve Panda Security of any liability in that respect.

- Disclaimer and Indemnity

Panda Security will not be responsible for any losses arising out of the unauthorized use of your account and you agree to indemnify and hold

harmless Panda Security, its shareholders, officers, directors, agents, employees, partners and/or licensors, as applicable, for any improper, unauthorized or illegal use of your account.

5. Cancelling & Termination of Your Account

- Cancelling Your Account

You can cancel your account at any time by contacting support@pandasecurity.com with your request, or use the option inside of the application settings.

- Termination by Panda Security

Panda Security may terminate your account immediately (i) in the event of breach or violation of the Terms of Service by you or (ii) as set forth in the section "Warranty Disclaimer" (see below).

- End of Life

All products and services are eventually discontinued ("End of Life"). The decision to cease distribution and support of a product or service may be based upon a number of factors, including changes in technology, licensing and support considerations, declining consumer demand, and/or the availability of a newer product with more advanced features. In advance of ending distribution and support for Panda Security, we will provide all users with advance notice of the End of Life of the product by emailing users at the email address associated with their account and/or posting such notice on the website. In such event, even after support is no longer available, you will be able to access your Digital Assets via the application on your mobile device for an extended period that is communicated well in advance via our website and/or email. You will be able to continue to use the Application until the later of: (i) the End of Life Date, or (ii) the last day of the current term (as of the date End of Life notice is posted or emailed) of an auto-renewed subscription, where applicable.

- Surviving Obligations

All provisions of the Terms of Service which by their nature should survive expiration or termination of the use of the Application, shall survive the expiration or termination of the use of the Application, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Application shall not relieve you of any obligations arising or accruing prior to such expiration or

termination or limit any liability which you otherwise may have to Panda Security, including without limitation any indemnification obligations contained herein.

- Uninstall

To uninstall the Application, simply remove it from your browser.

6. Intellectual Property

- Grant of License

Panda Security grants you a non-exclusive, non-transferable, worldwide, revocable license to access and use the Application in accordance with the terms set forth in the Terms of Service. The Application is made available to you for your personal, non-commercial use only. You need to obtain our permission if you want (i) to sell, distribute, license or in any other way exploit, in whole or in part, the Application (including by way of a bundle with other products and/or services) or any information or software associated with them or (ii) to modify or create derivative works from the Application, in whole or in part.

- Reservation of Rights

Panda Security reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. You may not sublicense, assign, or transfer the license granted to you under the Terms of Service, and any attempt to sublicense, assign, or transfer any part of your rights under the Terms of Service is void.

- Trademarks & Copyright

The following are Trademarks (registered or not) of Panda Security: "Panda Security", as well as certain other Panda Security trademarks, service marks, graphics, and logos (collectively, the "Trademarks") used in connection with the Application. The Application may also contain third-party trademarks, service marks, graphics, and logos. The Other Trademarks remain the property of their respective owners.

- Copyright

All content displayed through the Application as well as all the software (including any source code) used in connection with the related services is the exclusive property of Panda Security or third parties and is protected by copyright laws.

- No License

Nothing will be construed as granting you any license, right, title or interest relating to the Trademarks, the Other Trademarks or other intellectual property used in connection with the Application (collectively, the "Intellectual Property") and the Intellectual Property remains the exclusive property of Panda Security or respective owners. Except as stated herein, you agree not to display, copy, reproduce, use or distribute any Intellectual Property without our prior written consent. You also agree that you may not mirror any material made available through the Application.

- Feedback

If you choose to communicate suggestions for improvements to the Application (collectively, "Feedback"), we shall own all right, title, and interest in and to the Feedback and we shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to us and waive all your moral rights in the Feedback, and agree to provide us such assistance as we may require to document, perfect, and maintain our rights to the Feedback. You acknowledge and agree that: (i) your Feedback does not contain confidential or proprietary information; (ii) Panda Security is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) Panda Security shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way, in any media worldwide; (iv) Panda Security may be aware of developments, ideas or inventions similar to the Feedback already under consideration or in development as of the date you provide Feedback; and (v) you are not entitled to any compensation or reimbursement of any kind from Panda Security under any circumstances in relation with the provision of Feedback or otherwise.

7. Disclaimers

- "AS IS" BASIS THE APPLICATION (INCLUDING ALL THE CONTENT) IS PROVIDED TO YOU "AS IS." THE DOWNLOAD OF THE APPLICATION AND/OR ANY USE OF THE APPLICATION ARE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR HARDWARE DEVICE, LOSS OF DATA OR ANY OTHER LOSS THAT RESULTS FROM THE DOWNLOAD OF THE APPLICATION AND/OR USE OF THE APPLICATION AND THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PANDA SECURITY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE

QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT. Panda Security MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE APPLICATION AND THE SERVICES WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND PANDA SECURITY DISCLAIMS ANY LIABILITY RELATING THERETO. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

- Warranty Disclaimer

PANDA SECURITY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE USE OR THE RESULTS OF THE USE OF THE APPLICATION AND THE PROVISION OF THE SERVICES ARE OR WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR ERROR-FREE. WITHOUT PRIOR NOTICE, PANDA SECURITY MAY MODIFY, SUSPEND, OR DISCONTINUE ANY ASPECT OR FEATURE OF THE APPLICATION AND/OR THE SERVICES OR YOUR USE OF THE APPLICATION AND/OR THE SERVICES. IF PANDA SECURITY ELECTS TO MODIFY, SUSPEND, OR DISCONTINUE ANY PART OF OR ALL OF THE APPLICATION AND/OR THE SERVICES, IT WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY.

- Your Information

YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION VIA THE APPLICATION (INCLUDING BUT NOT LIMITED TO UGC) IS AT YOUR OWN RISK. PANDA SECURITY DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

- Third Party Content

SOME OF THE CONTENT DISPLAYED THROUGH THE APPLICATION MAY INCLUDE MATERIALS THAT BELONG TO OR ARE PROVIDED BY THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO UGC). YOU ACKNOWLEDGE THAT PANDA SECURITY ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS AND/OR SERVICES.

8. Limitation of Liability & Indemnity

- Limitation of Liability Under no circumstances are we, our affiliates, or our suppliers liable to you for any: (a) indirect, special, incidental, or consequential damages; (b) THEFT OF PERSONALLY IDENTIFIABLE INFORMATION OR COST OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES, and (c) damages for loss of

profits, loss of goodwill, loss of personnel salaries, work stoppage, Computer failure or malfunction, loss of data, or negligence of any kind, or for any other NONDIRECT damage or loss. In no event will our, our AFFILIATES' or our suppliers' aggregate liability to you for direct damages exceed the price you paid for the APPLICABLE Software OR SERVICES, or US\$ 10 (OR THE EQUIVALENT AMOUNT IN NATIONAL CURRENCY). - Indemnity YOU WILL INDEMNIFY AND HOLD Panda Security, ITS OFFICERS, DIRECTORS, AFFILIATES, SHAREHOLDERS, AGENTS, LICENSORS AND EMPLOYEES HARMLESS WITH RESPECT TO ANY SUITS, CLAIMS OR DEMANDS (INCLUDING REASONABLE LAWYERS' FEES) ARISING OUT OF (I) YOUR BREACH OF THESE TERMS OF SERVICE; (II) ANY DAMAGES BY YOU OR YOUR USE OF THE WEBSITE, THE Panda Security APPLICATION AND/OR THE SERVICES CAUSED TO Panda Security OR A THIRD PARTY; OR (III) YOUR USE OR MISUSE OF THE WEBSITE, THE Panda Security APPLICATION AND/OR THE SERVICES.

9. Privacy Policy

Your use of the Website and the Panda Security Application is also subject to Panda Security's Privacy Policy (the "Privacy Policy"), which is incorporated by reference and made a part of the Terms of Service. It is important that you read and understand the terms of our Privacy Policy.

10. General - No Partnership No agency, partnership, joint venture, or employment is created between you and Panda Security as a result of the Terms of Service and you do not have any authority of any kind to bind Panda Security in any respect whatsoever. - Governing Law This Rental Agreement is governed by US Law, without regard to conflicts of law principles. - Severability If any of the provisions of the Terms of Service or their application is found to be invalid under any applicable statute or rule or law, they are, to that extent, deemed omitted and the validity of the other provisions of the Terms of Service will not be affected. - Questions If you have any questions regarding the Terms of Service or wish to report any issue relating to the Website, the Panda Security Application, their content or the Services you were provided, please contact us at support@pandasecurity.com. - Language The parties hereto acknowledge having expressly required that these Terms of Service and the Privacy Policy are to be drawn up in the English language. Les parties aux présentes reconnaissent avoir expressément exigé que les présentes Modalités et Conditions et la Politique relative à la protection des renseignements personnels soient rédigées en anglais.

11. **Payment** You may select the Services for the duration of the term selected and choose the applicable frequency of payment. All prices quoted are payable in American Dollars, except if stated otherwise on your order confirmation. Panda Security reserves the right to correct any errors in pricing or service information and to modify the prices of the Services, at any time and without prior notice. Payment for Services and applicable taxes shall be made in advance by credit card. Any payments made by credit card are subject to the approval of the financial institution that has issued the credit card.

12. **Taxes** All taxes applicable are in addition to the prices indicated for services. In the event that withholding taxes are applicable on the Services in your jurisdiction, it is agreed that the amount of your invoices shall be grossed up by an amount equivalent to the amount of the withholding tax that you are legally obliged to withhold in accordance with applicable laws so that Panda Security may receive the total net amount of the invoices without any deduction or withholding. You agree to collaborate with Panda Security to give effect to the present provision and to execute any document that may be necessary in virtue hereof.

13. **Automatic Renewal Effective Term.** Unless terminated earlier, the Terms of Service is effective for the subscription term set forth in the Documentation. We will inform you of your account status and any changes to the terms and conditions of your subscription in accordance with local law.

14. **Use of Aggregate Data** We and our affiliates may use data about your account, data that you provide to us in response to surveys or questionnaires, and data that you provide to us as feedback, anonymized and aggregated with data about other users in such a way that neither you nor any other user is identified, to help us improve our Products and Services and in communications about our Products and Services.