



## Dashlane Terms of Service

Our “Terms of Service” are below. You have to accept them if you want to use our software, but we know that they can be hard to follow. To help you understand what you are agreeing to, each section starts with a short “non-legal” summary. The summaries are not part of the Terms, but are provided as an aid to understanding them.

LAST UPDATED: March 31, 2022

### 1. INTRODUCTION

**Summary:**

*These Terms, along with our Privacy Policy, form a legal contract between you and Dashlane for any individual user of our services (if you are using our apps at work, as part of a “Team” or “Business” account, your use is governed by a contract between your employer and Dashlane). You must be old enough to agree to the Terms to use our software. The Terms don’t apply to sites and services operated by other companies that you may access through the software. ANY SUBSCRIPTION FOR PAID SERVICES WILL AUTOMATICALLY RENEW UNLESS YOU CANCEL IT WITHIN THIRTY DAYS OF THE RENEWAL DATE. WHERE LEGALLY PERMITTED, ANY LEGAL CLAIM INVOLVING THESE TERMS OR THE SERVICES WILL BE SETTLED BY ARBITRATION, NOT BY A TRIAL IN FRONT OF A JUDGE OR JURY, OR THROUGH A CLASS ACTION LAWSUIT. These Terms are governed by New York State law and may be changed at any time (but changes will not take effect for thirty days for existing users).*

- a. Dashlane, Inc. and its affiliates (“**Dashlane**”, or “**we**” and its derivatives) operate [www.dashlane.com](http://www.dashlane.com) (together with any subdomains, the “**Site**”) and provide our users (each user, “**you**”) with mobile and web applications (each an “**App**” and, collectively, the “**Apps**”). These Terms of Service (the “**Terms**”) are a binding agreement between you and Dashlane SAS (if you are a resident of the EU) or Dashlane USA, Inc. (for everyone else) regarding your use of the Site, the Apps, and any related services we may offer (the Site, Apps and services together, the “**Services**”). As used in these Terms, a “**device**” means any computer, phone, tablet, or other hardware on which Apps run.
- b. By using the Services, you represent that you (i) may legally do so, (ii) are the age of majority in the jurisdiction where you reside (unless you have been invited to join a Family Plan by someone who is), and (iii) have the power to enter a binding contract with us. You must affirmatively accept these Terms and the [Privacy Policy](#) when initially downloading or accessing an App.
- c. These Terms do not apply to third-party websites, services and applications (“**Third-Party Services**”) you may access through the Services (such as when you use an App to automatically fill in information on an e-commerce site). Unless required by applicable law, we are not responsible for the content or practices of Third-Party Services and provide links to them only for your convenience. We recommend you review the terms and policies of any Third-Party Service you access through the Services.
- d. WHEN YOU PAY FOR A SUBSCRIPTION TO THE SERVICES, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL SUBSCRIPTION AT THE THEN-CURRENT RATE FOR SUCH SERVICES, UNLESS YOU CANCEL OR CHANGE YOUR SUBSCRIPTION AS SET FORTH IN SECTION 7(c).

- e. Your use of certain Services may be subject to additional terms (“**Supplemental Terms**”). If any provision of the Supplemental Terms conflicts with these Terms, the Supplemental Terms will control. Certain Supplemental Terms are in Section 12.
- f. Dashlane Team and Dashlane Business are our offerings for businesses and other organizations. If you are purchasing a Dashlane Team or Business Subscription, the [Dashlane Business Terms](#), and not these Terms, will govern the use of the Services by your organization and any users accessing the Services on its behalf.
- g. EXCEPT WHERE PROHIBITED BY LAW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE IF THERE IS A DISPUTE ABOUT THESE TERMS OR YOUR USE OF THE SERVICES. By accepting these Terms, you are waiving certain rights to legal remedies you may otherwise have. Arbitration is not permitted in certain jurisdictions. Please see Sections 10 and 13 for more information.
- h. Any dispute or claim arising under these Terms or related to the Services will be governed by and interpreted according to the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any conflicts of law provisions that would require a different result. The United Nations Convention on Contracts for the Sale of Goods will not apply to these Terms.
- i. We may change these Terms at any time. When we do so, we will post the updated Terms on this page and inform you through the Services, as applicable. Amended Terms will be effective immediately for new users and thirty (30) days after we post them on the Site for existing users.
- j. You may contact our [Support Center](#), email [support@dashlane.com](mailto:support@dashlane.com), or write us at Dashlane, Inc. 44 West 18<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY 10011, with any questions about these Terms or the Services.

## 2. REGISTRATION

### **Summary:**

*To use our Apps, you must create an account. You must also create a Master Password, which is used to generate the encryption keys that protect the information you store on the Services. DASHLANE DOES NOT STORE OR HAVE ACCESS TO YOUR MASTER PASSWORD, AND IF THE MASTER PASSWORD IS LOST, DASHLANE CANNOT UNLOCK YOUR ACCOUNT OR RETRIEVE YOUR INFORMATION. Do not share your account credentials with anyone, as you are responsible for all activity associated with your account.*

- a. **Accounts.** To use the Services, you must download an App and create an account (an “**Account**”) by providing your email address (the “**Account Email**”) and a master password (the “**Master Password**”) and, together with the Account Email, the “**Login Details**”). Keep your Login Details secure and do not share them with anyone. You are responsible for all activities on the Services associated with your Account. You represent that any information you provide in connection with your Account (e.g., billing information when you pay for a Subscription) will be accurate, and that you will keep it updated for so long as you have an Account.
- b. **Master Password.** Your Master Password is critical to the security of your Account. It is used to generate the encryption keys used to protect Secured Data (as defined in Section 4(b)) and to transfer Secured Data among your authorized devices. DASHLANE DOES NOT STORE, HAVE ACCESS TO, OR HAVE ANY MEANS OF RECREATING OR RETREIVING, YOUR MASTER PASSWORD, NOR CAN WE ACCESS SECURED DATA IF YOU LOSE YOUR MASTER PASSWORD. This is an essential security feature intended to protect your Secured Data should our systems be compromised. We

are not responsible for any inability to access your Account or Secured Data caused by loss of your Master Password.

### 3. LICENSE

**Summary:**

*You have a limited license to use our Apps and any related documentation for your personal use. You may not hack, reverse-engineer, break the law using, or otherwise do “bad” things with or to the Services. We are not required to support the Apps (but we do via our [help center](#) and [support@dashlane.com](mailto:support@dashlane.com)). Your use of mobile Apps is subject to additional terms imposed by the “App Store” from which you downloaded the App. Keeping our Apps compatible with the rest of the digital world takes a lot of work, and sometimes Apps may not work with a particular site or service, even if they did before. You may be required to update App versions that are more than one year old.*

- a. *License.* Dashlane grants you a personal, non-exclusive, revocable, non-sublicensable, and non-transferable license to download and install the Apps in object code format on one or more devices (as permitted by your plan), for your personal use. The license includes the right to (i) access, use, and make a reasonable number of copies of any published descriptions of the functionality, technical requirements, or use of the Services (collectively, “**Documentation**”), and (ii) use any changes to the Apps made available to all users of such Apps at no additional cost (each an “**Update**”) when each Update is made generally available. Updates may be installed automatically or require installation or approval by you. Failure to install an Update may result in an App or the Services not functioning correctly.
- b. *Restrictions.* Except as explicitly permitted in these Terms, you may not, directly or indirectly:
  - i. modify or create derivative works of the Services or elements thereof;
  - ii. decompile, reverse engineer, or translate any portion of an App into human-readable form (except to the extent expressly allowed by applicable law);
  - iii. rent, lease, share, distribute, or sell any aspect of the Services to any third party, including on a service bureau or similar basis;
  - iv. remove, alter, or deface proprietary notices or marks in an App or the Documentation;
  - v. disclose the results of testing or benchmarking an App or the Services;
  - vi. circumvent or disable security, copyright protection, or license management mechanisms of an App or the Services,
  - vii. interfere with the Services’ operation;
  - viii. use the Services to violate the law or the rights of any third party;
  - ix. use the Services to store or distribute content that is harmful to minors;
  - x. upload or transmit any virus, worm, Trojan horse, or other malicious code to or via the Services;
  - xi. use any automatic or manual process to harvest information from the Site or Services, except that commercial search engines may use spiders to copy materials from the Site solely as necessary to create publicly available searchable indices of the materials;
  - xii. impersonate or otherwise misrepresent your affiliation with any person or entity,
  - xiii. mirror or frame the Site or any content, place pop-up windows over its pages, or otherwise affect the display of its pages; or
  - xiv. attempt to do any of the above.

Dashlane may take any actions it deems reasonable, including terminating your Account, for any breach of these restrictions.

- c. *Support.* The license granted in Section 3(a) does not entitle you to receive any support for the Apps or Services, though we may choose to (and do) provide it. Please visit our [help center](#) or email [support@dashlane.com](mailto:support@dashlane.com) if you need assistance. While Dashlane strives to constantly improve the Services, we are not required to fix any specific error, bug, or issue except as set forth in Section 9(a). We generally support only the current major version of the platform or operating system on which the Services run (e.g., iOS, Chrome). You may be required to install an Update if you are using an App version that is more than one (1) year old.
- d. *App Store Restrictions.*
  - i. The availability of mobile Apps is dependent on the entity from whom you obtained the App (each an “**App Store**”). The relevant App Store is not a party to these Terms, and Dashlane, not the App Store, is solely responsible for the Services and any related claims (e.g., legal compliance or intellectual property infringement). You are responsible for connectivity fees associated with your use of any Apps or App Store and any fees charged by an App Store in connection with the Services. You will comply with all applicable App Store terms and policies when using any mobile App. The App Store (and its subsidiaries) are third-party beneficiaries of these Terms and may enforce them.
  - ii. You will only use Apps accessed through or downloaded from the Apple App Store (A) on an Apple-branded device that runs iOS (Apple’s proprietary operating system), and (B) as permitted by the “Usage Rules” in the Apple App Store Terms of Service.
- e. *Third-Party Services.* The Services are designed to work with many Third-Party Services, however, their continued compatibility with any specific application, site, or service is partially dependent on such services. To maintain compatibility with a particular service, you may need to update an App or a third-party application from time to time. We cannot guarantee that any currently supported Third-Party Services will remain compatible with the Services.

#### 4. FEATURES AND FUNCTIONS

**Summary:**

*We provide the Services, but you are responsible for how you use them—both in making sure the data you store in the Apps is correct and for how you use that data (including when you use the Services to share data with others). Like most providers of consumer applications, while we make every effort to ensure that the Services work correctly, we cannot and do not guarantee that they will always do so.*

- a. *General.* Current information about features can be found at [www.dashlane.com/plans](http://www.dashlane.com/plans). We may remove features from the Services or certain Apps at any time, and not all features are available with all plans and in all jurisdictions.
- b. *Security.* We develop and deploy advanced [security features](#) to protect the Services and the information that you store on it, such as usernames and passwords, IDs and payment information (collectively, “**Secured Data**”). However, we cannot and do not guarantee that Secured Data will be 100% protected. In addition, while passwords generated by the Services are designed to be as secure as possible, we cannot guarantee their security, and we explicitly do not claim that they are immune to attack.
- c. *Partner Features.* Certain features available through the Services, such as Dark Web Monitoring and VPN, are provided by third party partners. You may be required to validate or provide certain

information (such as your email) and/or agree to certain Supplemental Terms before accessing these features.

- d. *Your Responsibilities.* You are solely responsible for (i) the accuracy of Secured Data you store on the Services, and (ii) using your Secured Data in compliance with applicable laws and relevant agreements with third parties (for example, when using a credit card stored on the Services to complete an online payment, you are bound by the terms of your agreement with the card provider). In particular, if you allow others to access your Secured Data, such as when using the Services' "sharing" feature, you acknowledge that we have no responsibility for what the recipient does with the data you share with them.
- e. *No Guarantee.* While we strive to ensure the proper operation of the Services, including those provided by partners, **we explicitly do not warrant or guarantee that the Services will work properly at all times, be error-free, or be available on an uninterrupted basis.** The only warranty provided in connection with the Services is stated in Section 9(a).

## 5. OWNERSHIP

### **Summary:**

*The Services are owned by Dashlane and its licensors. You own your Secured Data and Login Details. The only right you have in the Services is the limited license granted above. The only right we have to your Secured Data is to use them to provide the Services. We own all anonymized information about the use of our Services. If you suggest product features or provide other feedback about the Services, we can use it without any obligation to you.*

- a. *Services.* Except for your Login Details and Secured Data (and, as applicable, Shared Data you receive from others), Dashlane and its licensors retain all right, title, and interest to the Services and all content and materials available within and through the Services. Your Account is licensed to you solely so you may use the Services, and, except for your Secured Data and Login Details, you have no property interest in your Account.
- b. *Your Data.* Except for the limited licenses granted to Dashlane below and elsewhere in these Terms, you retain all right, title, and interest to your Secured Data. So long as you have an Account, you grant us a non-exclusive, royalty-free, fully-paid, sublicensable, transferable, worldwide right to process your Secured Data solely as required to provide the Services in compliance with applicable laws.
- c. *Usage Information.* Dashlane owns all data regarding installation, registration, and the use and performance of the Services, including usage statistics and activity logs, (collectively, "**Usage Information**"). See the [Privacy Policy](#) for additional information.
- d. *Feedback.* Any feedback, comments, or suggestions you may provide to us or on any public forum regarding Dashlane or the Services ("**Feedback**") is voluntary, and you hereby grant Dashlane a perpetual, irrevocable, unrestricted, royalty-free right and license to use Feedback in any lawful manner.

## 6. THIRD PARTY MATERIAL

### **Summary:**

*We may provide links to, or make data from, Third-Party Services available on the Site or through the Services. We are not responsible for these services or data. In addition, like most software developers, we use open-source components in our Services. Such components do not affect your ability to use the Services*

or limit the rights you have under these Terms, but each component is subject to its own license, and not the license granted above.

- a. *Third-Party Services and Data.* You are responsible for complying with the terms of use of all Third-Party Services you access through the Services (i.e., sites where you use the Services for sign-in or autofill). Dashlane is not responsible for the performance of Third-Party Services, or the accuracy and completeness of data available on such services, and recommends you review the terms of use and privacy policies of all such services.
- b. *Open-Source Software.* “**Open-Source Software**” means certain elements of the Services that are subject to “open source” or “free” software licenses controlled by third parties. Open-Source Software is licensed under the terms of the end-user license that accompanies such software, and not under Section 3. Nothing in these Terms limits or expands the rights of the end-user license for any Open-Source Software, nor does any Open-Source Software license limit the rights we grant you in these Terms. If required by the applicable license, Dashlane will make Open-Source Software available by written request to the address in Section 1(j).

## 7. FEES AND PAYMENT

### **Summary:**

*When you sign up for paid access to the Services (a “**Subscription**”) through the Site, you must provide credit card or PayPal account information. Subscriptions are paid for in advance, and will automatically renew (and you will be charged) for the same duration as your initial Subscription unless cancelled or changed. Fees will be refunded if you cancel your Subscription within thirty (30) days of when payment is due. We will inform you thirty (30) days prior to your Subscription renewing. We charge sales tax where required. Payment practices of App Stores may differ according to their terms.*

- a. *Subscription.* Certain features of the Services are only available with a paid access plan (a “**Subscription**”). Subscription levels, features, and pricing are available at [www.dashlane.com/plans](http://www.dashlane.com/plans), and may be changed at any time. Fees for Subscriptions (“**Subscription Fees**”) are due in advance for each billing period, with the initial payment due when you add a Subscription to your Account. Except as expressly stated in these Terms, Subscription Fees are non-refundable and are based on our standard charges and billing terms in effect when payment is due. You must provide a valid credit card or other payment method (“**Payment Provider**”) prior to starting a Subscription and promptly update your Account if there is any change to your payment information. Your Payment Provider agreement, not these Terms, governs your use of your Payment Provider. We may change our fees and billing practices at any time, but any such change will not apply to you until the next Subscription period or if you change your Subscription type. If you upgrade your Subscription, you will pay for the full duration of the new Subscription level but receive a pro-rata credit for the remaining value of your prior Subscription.
- b. *Automatic Renewal.* SUBSCRIPTIONS WILL AUTOMATICALLY RENEW AT THE RATES THEN IN EFFECT FOR THE SAME PERIOD AS THE EXPIRING SUBSCRIPTION, AND YOUR PAYMENT PROVIDER WILL BE CHARGED UPON RENEWAL UNLESS YOU CANCEL YOUR SUBSCRIPTION AS SET FORTH IN SECTION 7(c). We will inform you thirty (30) days before your Subscription renewal date. By subscribing, you authorize us to charge your Payment Provider at the beginning of any Subscription period if you have not cancelled your Account by such time. If we cannot process payment, we will reach out to you to update your Payment Provider information. If we do not receive payment within fifteen (15) days of the renewal, we may terminate your Subscription.

- c. *Cancellation.* Subscriptions may be cancelled at any time by logging into the web App at [app.dashlane.com](http://app.dashlane.com) and going to the “My Account” section. You will be able to use a canceled Subscription until its scheduled expiration, but you will not receive any pro-rata refund of the current term. However, we will refund the full Subscription Fee if you request a refund within thirty (30) days of the Subscription start or renewal. Additional information about refunds and cancellation is available [here](#), [here](#), and [here](#).
- d. *Taxes.* Any sales, use, value-added, or other tax based on the Subscription that we are required to pass through to customers is automatically calculated and added to all orders where applicable (except for users in the European Economic Area, (“EEA”) where VAT is included in the amount charged to you by Dashlane). To the extent applicable, all payments for the Services will be made free and clear of, and without reduction for, any withholding taxes. Sales tax is the sole responsibility of the user.
- e. *Payment Services.* We use Stripe, PayPal and Checkout.com (each, a “**Payment Processor**”) for payment services (e.g., card acceptance and merchant settlement). By paying for a Subscription, you agree to be bound by the applicable Payment Processor’s terms and policies, and authorize us and the Payment Processor to share any information and payment instructions you provide with your Payment Provider and any other Third-Party Service provider(s) solely as required to complete your transactions.

## 8. TERMINATION

### **Summary:**

*These Terms will remain in effect for as long as you have an Account (or when you visit the Site). We may terminate your Account for any breach of these Terms or where required by law (in almost all cases, we will reach out to you before doing so). You may cancel a Subscription or close your Account at any time. If you cancel a Subscription, it will remain active until the end of the Subscription period. If we terminate your Account for breach of the Terms, your Subscription will end immediately. You must delete any Apps from your devices following termination to remove Secured Data from your device.*

- a. *Term.* These Terms take effect when you accept them as set forth in Section 1(b) and will remain in force as long as you have an Account (or visit the Site).
- b. *Termination by Dashlane.* If we cannot charge your Payment Provider, if you materially breach these Terms, or if required to do so by law (e.g., where the provision of the Services becomes unlawful), we may suspend or terminate your Subscription and/or Account, with or without notice. Termination under this Section 8(b) is at Dashlane’s sole discretion, and we will not be liable to you or any third party for any such termination.
- c. *Termination by You.* You may terminate a Subscription at any time as set forth in Section 7(c). To delete your Account, follow the steps [here](#). If you need assistance, please contact our [help center](#), but note that for security purposes only the validated Account owner can delete the account (we can’t do it for you). Except as specifically described above, we will not provide any refunds for terminated Subscriptions. If you close your Account, these Terms will no longer apply to you except to the extent you visit the Site and for any provisions that survive termination specified below.
- d. *Effect of Termination.*
  - i. When a Subscription expires or is terminated by Dashlane pursuant to Section 8(b), you will no longer have access to the Service features associated with the Subscription. Unless you close your Account, terminating a Subscription will automatically convert your Account to a Dashlane Free Plan.

- ii. If you delete your Account, all licenses granted in these Terms will immediately terminate and you must stop all use of the Apps. We may delete all data associated with your Account from our servers, including Secured Data, without liability or obligation to you. Note that, even if you delete your Account, you must delete the Apps to remove Secured Data from your devices. Even if you do not delete the Apps, you will not be able to access Secured Data after you delete your Account (though such access may continue for a short period depending on your Master Password settings within the App).
- iii. Sections 1(g) and (h), 3(b), 5, 7, 8(d), 9(b), (c), and (d), 10, 11 and 13 will survive termination or expiration of these Terms for any reason.
- iv. If we terminate your Account for violating these Terms, you may not attempt to create a new Account.

## 9. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

### **Summary:**

*The Services will do what the Documentation says, and if they don't, we will correct it. As much as the law allows, we do not make any other warranties about the Services. Unless we intentionally do something wrong or are truly incompetent, our maximum liability for any damages caused by the Services or related to these Terms will be the amount of your most recent Subscription payment. You will defend us from any claim brought against Dashlane alleging that your use of the Services violated these Terms or applicable law.*

- a. *Warranty.* Dashlane warrants that the Services will perform materially in accordance with the Documentation. Dashlane's sole obligation, and your sole remedy, for any violation of this warranty is for Dashlane to use commercially reasonable efforts to correct the Services so that they conform to the Documentation.
- b. *DISCLAIMER.* EXCEPT AS SET FORTH IN SECTION 9(a), DASHLANE EXPLICITLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. DASHLANE DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.
- c. *LIMITATION OF LIABILITY.* EXCEPT IN CASES OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT WILL (i) DASHLANE'S LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES EXCEED THE MOST RECENT SUBSCRIPTION FEE YOU PAID, OR (ii) DASHLANE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH THEY ARE ASSERTED, AND EVEN IF DASHLANE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PREVENTED BY LAW, BUT IN SUCH CASE, DASHLANE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- d. *Indemnification.* You will indemnify, defend, and hold Dashlane harmless from any claim, action, suit, or proceeding made or brought against Dashlane arising out of or related to your breach of any provision of these Terms or use of the Services in violation of applicable law.
- e. *Exceptions.* The provisions of this Section 9 will not apply where barred by applicable law. In particular, Section 9(c) and the prohibition on punitive damages will not apply to residents of the State of New Jersey.



## 10. DISPUTE RESOLUTION

### **Summary:**

*Unless you live in a jurisdiction that does not allow it, any legal claim related to the Services or these Terms will be settled by binding arbitration, not a trial, and will be administered on an individual basis. You can opt out of arbitration by writing us within 30 days of when you accept these Terms. This Section does not prevent actions in small claims court and certain claims for immediate relief.*

PLEASE READ THIS SECTION 10 (for purposes of this Section only, the “**Arbitration Agreement**”) CAREFULLY. IT IS PART OF YOUR CONTRACT WITH DASHLANE AND LIMITS THE WAYS YOU CAN SEEK RELIEF FROM US. THIS ARBITRATION AGREEMENT DOES NOT APPLY TO INDIVIDUALS WHO ARE SUBJECT TO THE LAWS OF JURISDICTIONS WHERE SUCH AGREEMENTS ARE PROHIBITED BY LAW.

- a. *Arbitration.* Subject to Section 10(f), any dispute arising out of these Terms, the [Privacy Policy](#), or the Services will be resolved exclusively on an individual basis by binding and confidential arbitration conducted in the English language, in New York, New York, before a single commercial arbitrator from JAMS, Inc. (“**JAMS**”) applying the then-current version of the Streamlined Arbitration Rules and procedures available [here](#) or, if the amount of damages claimed or sought exceeds \$250,000, the most current version of the Comprehensive Arbitration Rules and Procedures, available [here](#). To start the dispute resolution process, you must send a letter via overnight courier or registered mail to Dashlane, Inc., 44 West 18<sup>th</sup> St., Forth Fl. New York, NY 10011, attn: Legal, requesting arbitration and describing your claim. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. You and Dashlane will attempt to resolve any dispute informally prior to initiating arbitration. If the issue has not been resolved within thirty (30) days of receipt of the notice, either party may commence the arbitration process.
- b. *Authority of Arbitrator.* The arbitrator will have exclusive authority to resolve any dispute related to these Terms, including their formation and any claim that some or all of it is void or unenforceable. The arbitrator will decide the rights and liabilities, if any, of you and Dashlane. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator may (i) grant motions dispositive of all or part of any claim or dispute, (ii) award monetary damages and grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum’s rules, and these Terms (including the Arbitration Agreement). The arbitrator will issue a written award and statement describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator will follow the applicable law. The award of the arbitrator is final and binding upon the parties. Each party will bear its own costs of arbitration.
- c. *Waiver of Jury Trial.* YOU ARE GIVING UP YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT (OTHER THAN AS NOTED IN SECTION 10(F) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. Your rights will be determined by a neutral arbiter and not a judge or jury. Arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are as enforceable as any court order, and subject to very limited judicial review.
- d. *Waiver of Class Action.* ANY CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE BROUGHT IN THE RESPECTIVE PARTY’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND THE ARBITRATOR MAY NOT (i) CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, (ii) OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, OR (iii) AWARD CLASS-WIDE RELIEF. If

a court determines that applicable law precludes enforcement of any of this Section 10(d)'s limitations as to a given claim for relief, then the applicable claim, and only that claim, must be severed from the arbitration and brought into the state or federal courts located in New York, New York in accordance with Section 1(h). All other claims will be arbitrated.

- e. *Opt Out.* You may opt out of the provisions of this Arbitration Agreement requiring and governing arbitration by sending written notice to [legal@dashlane.com](mailto:legal@dashlane.com) or via mail to Dashlane, Inc., 44 West 18<sup>th</sup> Street, 4<sup>th</sup> Fl., New York, NY 10011, within thirty (30) days after accepting these Terms. Your notice must include your name and address, your Account Email, and an unequivocal statement that you are opting out of this Arbitration Agreement. Opting out will not affect any other provisions of these Terms.
- f. *Exceptions.* Notwithstanding the foregoing, (i) either party may bring an individual action in small claims court, and (ii) claims of (A) defamation, (B) violation of the Computer Fraud and Abuse Act, or (C) infringement or misappropriation of the other party's intellectual property rights may be exclusively brought in the state or federal courts located in New York County, New York. The parties consent to the exclusive personal jurisdiction of such courts for such purposes. A request for equitable relief will not waive the right to arbitrate.
- g. *Fees.* If you initiate an arbitration in which you seek less than \$500 in damages and comply with the Arbitration Agreement, including the notice requirement, Dashlane will reimburse you for your JAMS filing fee, and will pay all administration and arbitrator fees up to a total amount of \$500. If the arbitrator grants you an award, Dashlane will reimburse your reasonable attorneys' fees.
- h. *Severability.* Except as provided in Section 10(d), if any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts will be of no force and effect, but the remainder of the Arbitration Agreement will continue in full force and effect.

## 11. MISCELLANEOUS

### **Summary:**

*This section includes provisions required by certain jurisdictions (notably California), rules for interpreting the Terms, mandated references to specific laws, and consent for all communications between us to be electronic.*

- a. *Cooperation.* Nothing in these Terms limits our obligation to cooperate with valid orders from regulatory authorities.
- b. *Assignment.* These Terms are personal to you and may not be assigned. Dashlane may freely assign these Terms or its obligations, subject to applicable law.
- c. *Export Regulations.* You represent that you are not named on any U.S. government denied-party list. You will not use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- d. *U.S. Government Restricted Rights.* Any license of the Services by an agency or division of the federal government will be subject to the [Dashlane Business Terms](#), and not these Terms, as set forth in Section 1(f).
- e. *Severability; Waiver.* If any provision of these Terms is held by a court of competent jurisdiction to be invalid, the remaining provisions will remain in full force and effect. The waiver of a breach of any provision of these Terms will not waive any future breach of the same or any other provision.

- f. *Entire Agreement.* These Terms are the parties’ entire understanding with respect to their subject matter and supersede any previous or contemporaneous communications, whether oral or written. These Terms may be modified as set forth in Section 1(i).
- g. *Release.* You release Dashlane and our successors from all losses, damages, rights, and demands and actions of any kind, including personal injuries, death, and property damage, that are directly or indirectly related to or arise from your use of the Services (collectively, “**Claims**”). If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which, if known by him would have materially affected his settlement with the debtor.” This release does not apply to any Claims for unconscionable commercial practice by Dashlane or our fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Services.
- h. *Force Majeure.* Dashlane will not be liable for any failure or delay in performing its obligations under these Terms or with respect to the Services caused by natural disaster, government mandate, civil disobedience, or other factors beyond Dashlane’s reasonable control.
- i. *Electronic Communications; Notice.* You consent to the use of electronic communications regarding these Terms and the Services, and agree that such communications, whether received via email or through the Services, satisfy any requirements that would be met if they were in hard copy. This provision does not affect your statutory rights. We may give notice to you by email, in-app notifications, a posting on the Site, or other reasonable means. You must give notice to us in writing via email to [support@dashlane.com](mailto:support@dashlane.com) or as otherwise expressly provided in these Terms.
- j. *Consumer Complaints.* In accordance with California Civil Code §1789.3, California residents may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by calling (800) 952-5210.
- k. *Headings and Interpretation.* Headings and the summary explanations at the beginning of each Section of these Terms are for reference only and do not affect the parties’ rights and obligations. As used herein, “may” means “has the right, but not the obligation, to”; “includes” and its variations means “including, but not limited to”; and “days” means calendar days, provided that obligations that would be due on a weekend or holiday will be due on the next business day following such weekend or holiday.
- l. *Language.* These Terms are drafted in English, and where Dashlane has provided you with a translated version of the Terms we do so for your convenience. The English language version of the Terms will govern in the event of a perceived conflict with the translated version.

## 12. Supplemental Terms

### **Summary:**

*This section includes terms applicable to users of our Family Plans and Beta versions of the Apps. Other Supplemental Terms will be presented for acceptance when and where relevant.*

- a. *Family Plans*
  - i. Definitions
    - “**Family Manager**” or “**Manager**” means the Dashlane user who pays for and invites others to join a Family Plan.

- **“Member”** means an individual who accepts an invitation to join a Family Plan.

ii. Eligibility

Each Family Plan has one Manager and up to five (5) Members. You may only be a Member or Manager of one Family Plan at a time. You may not join any Family Plan more than twice. To become a Member, you must receive and redeem an invitation from the Manager. Members may use Family Plan features as soon as they create their Account (or associate their current Account with the Family Plan).

Managers must be the age of majority in the jurisdiction where they reside. Age verification is performed in connection with payment. Members may be any age, subject to the following section.

iii. Children

Children may be Members. By inviting a child (as defined by the jurisdiction where the child lives) to be a Member, the Manager represents that they (a) consent to Dashlane’s processing of information about the child as described in the [Privacy Policy](#), (b) will be responsible for the child’s compliance with the Terms, and (c) have the legal right to do (a) and (b).

iv. Leaving a Family Plan

(1) *Cancellation*. The Manager may cancel a Family Plan as described in Section 7(c). A canceled Family Plan will remain active until the end of the then-current Subscription period. When the Subscription period ends, all Members will revert to the Dashlane Plan type they had prior to joining the Family Plan (or a Dashlane Free Plan if they were not previously a Dashlane user).

(2) *Departure*. Members may leave a Family Plan from the “My Account” section of any Dashlane App. When a Member leaves a Family Plan, their Account will revert to the type they had prior to joining the Family Plan (or a Dashlane Free Plan if they were not previously a Dashlane user).

b. *Beta Versions*. We may occasionally offer users the opportunity to use certain experimental features or App versions that are made available on a trial basis (“**Beta Releases**”). ALL BETA RELEASES ARE PROVIDED “AS IS,” WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS OF ANY KIND. Any use of Beta Releases is solely at your risk. Dashlane may modify or remove Beta Releases at any time.

### 13. Country-Specific Provisions

**Summary:**

*Certain additional provisions, or modifications to the Terms, apply for residents of particular jurisdictions. Most importantly, residents of Europe are not required to arbitrate disputes.*

- a. *EEA*. If you reside in the European Economic Area (“**EEA**”), these Terms are modified as follows:
- i. Sections 1(g), 1(h), and 10 do not apply to you.
  - ii. These Terms, including their formation, will be governed by and interpreted in accordance with the laws of the nation in which you are resident, provided that, to the greatest extent permitted under such law, all proceedings arising under these Terms or related to the Services will be conducted on an individual basis in such nation’s courts.

- iii. To inform Dashlane of a legal action, you must send a letter via overnight courier or registered mail to Dashlane, Inc., 44 West 18<sup>th</sup> Street, 4<sup>th</sup> Floor, New York, NY 10011, attn: Legal.
  - iv. Section 11(j) does not apply to you. Complaints about the Services should be sent to [support@dashlane.com](mailto:support@dashlane.com).
- b. *France*. If you are a resident of France, the Terms, including Section 13(a), are modified as follows:
- i. To inform Dashlane of a legal action, you must send a letter via overnight courier or registered mail to Dashlane SAS, Département Juridique, 21 rue Pierre Picard, 1er étage, Paris 75018, France.
- c. *United Kingdom*. If you are a resident of the United Kingdom, the Terms, including Section 13(a), are modified as follows:
- i. Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Terms, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.
  - ii. These Terms are drafted in the English language, and no translation of the Terms has any force and effect.
- d. *Germany*. If you are a resident of Germany, the Terms, including Section 13f(a), are modified as follows:
- i. Notwithstanding anything to the contrary in Section 9(c), Company is also not liable for acts of simple negligence (unless they cause injuries to or the death of any person), except when they are caused by a breach of any substantial contractual obligations (*vertragswesentliche Pflichten*).