



Dashlane Terms of Service

Welcome to Dashlane, where our mission is to make your digital life safer, simpler, and more secure. We believe that your identity should be just that—yours—and are dedicated to creating software that lets you control your information online.

Our “Terms of Service” are below. Yes, you will have to accept them if you want to use our software, and yes, they are long and can be hard to follow. But we want you to understand what you are agreeing to, so each section starts with a short “plain English” summary. The summaries are not part of the Terms, but are provided as an aid to understanding them.

LAST UPDATED: March 15, 2019

1. INTRODUCTION

Summary:

This is a legal contract between you and Dashlane. You must be at least 18 years old to accept these Terms, which include our Privacy Policy. We may change these Terms on occasion, and by continuing to use our Services after a change, you accept the revised Terms. The Terms don't apply to sites and services you may access through the Services that are operated by other companies. ANY SUBSCRIPTION FOR PAID SERVICES WILL AUTOMATICALLY RENEW UNLESS YOU CANCEL IT WITHIN THIRTY DAYS OF THE RENEWAL DATE. IF YOU ARE IN THE UNITED STATES, 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.

- a. Dashlane, Inc. and its affiliates (“**Dashlane**”, or “**we**” and its derivatives) operate www.dashlane.com (together with any subdomains, the “**Site**”) and provide our users (each user, “**you**”) with mobile, desktop, 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 French resident) or Dashlane USA, Inc. (for everyone else) regarding your use of the Site, the Apps, and any related services we may perform (all of the Site, Apps and such services together, the “**Services**”). As used in these Terms, a “**device**” means any computer, phone, tablet, or other computer hardware on which Apps run.
- b. By using the Services, you represent that you (i) may legally do so, (ii) are at least 18 years old (or the age of majority in the jurisdiction where you reside), and (iii) have the power to enter into a binding contract with us—either individually or on behalf of the entity for whom you are using the Services. You must affirmatively accept these Terms and the Privacy Policy available at www.dashlane.com/privacy 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. 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 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 with respect to such Service.
- f. Dashlane Business is our offering for small and medium businesses. If you are purchasing a Dashlane Business license, you will be bound by the terms and conditions available [here](#), and not these Terms, with respect to your use of the Services. Individual users acquiring Dashlane under a Dashlane Business license are still required to accept these Terms.
- g. 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. Please see Section 10 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 also inform you through the Services, as applicable. Any changes to the Terms will be effective immediately for new users and thirty (30) days after we post notice of such changes on the Site or inform users of the changes via the Services for existing users.
- j. You may contact us at support@dashlane.com or write us at Dashlane, Inc. 156 Fifth Avenue, Suite 504, New York, NY 10010, with any questions about these Terms or the Services.

2. REGISTRATION

Summary:

To use our Apps, you must create an account. Account Information must always be accurate. You must also create a Master Password, which will be used as the key to encrypt and 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 ANY OF 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, or access a pre-installed App on your device, 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 “**Credentials**”). Keep your Credentials 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 to us 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(c)) 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 OR ACCESSING 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 for your personal or (if applicable) internal business use, along with any documentation and updates applicable to the Apps and Services you use. You may not (try to) 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 and will continue to do so). 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.

- 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, solely for your own personal or internal business purposes. 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 may require installation by you. Failure to install an Update may result in an App or the Services not functioning correctly.
- b. *Restrictions; Acceptable Use.* 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. upload to or distribute via the Services content that is harmful to minors;
- x. upload or transmit any form of 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 may use spiders to copy materials from the Site solely to the extent necessary for creating 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 (or the Terms generally).

- 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. 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).
- 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 product 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 Apps are designed to work with many Third-Party Services, however, their continued compatibility with any specific application, site, or service is dependent on such Third-Party Service. To maintain compatibility with particular applications, 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:

This section describes key features of the Services. 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 it is used (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 these features work correctly, we cannot and do not guarantee that they will always do so.

The Services offer features that save you time and protect your data. Comprehensive information about features and availability can be found at <https://www.dashlane.com/plans>. Use of the features is subject to the following conditions.

The following features are included with all Dashlane plans (not all features are available in all jurisdictions):

- a. *Password Manager*. Enter, consolidate, manage, and secure your passwords. You can automatically import passwords stored on other services (e.g., from browser autofill functions), and in many cases use our automated “Password Generator” to create complex passwords. While the passwords created by the Password Generator 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. Nor do we guarantee that the Password Manager and Password Generator will work properly with all Third-Party Services. Note that Dashlane Free users are limited to fifty (50) passwords. Dashlane Premium and Premium Plus users have no limit on the number of passwords they can store in the Password Manager.
- b. *Digital Wallet*. This feature lets you store and use information about your credit cards, debit cards, bank accounts, and online payment accounts (each a “**Payment Method**”). The Digital Wallet also lets you store receipts from online transactions facilitated by the Services. You must keep your Payment Method information current and accurate and comply with the terms and conditions governing each Payment Method. Dashlane is not a party to, and not responsible for, any transaction facilitated with the Digital Wallet. We do not warrant that any Payment Method is in good standing or that the issuer will honor any requested transaction. To resolve an issue with a particular transaction, contact the merchant or the Payment Method issuer.
- c. *Secured Data*. You may select what types of data to store on the Services, including contact information, Payment Methods, IDs (such as a driver’s license or passport), and important notes (collectively “**Secured Data**”). You may also use Secured Data to store files that can be downloaded for viewing and editing outside of the Services. While we use strong encryption and other security measures to protect Secured Data, we do not guarantee that Secured Data is or will be 100% protected. Dashlane does not and cannot screen Secured Data. You are solely responsible for the accuracy of the Secured Data and how you use it.
- d. *Sharing*. The Services let you share passwords and secure notes (collectively, “**Shared Data**”) with family, friends, and colleagues who have Dashlane Accounts (each a “**Recipient**”). By designating a Recipient, you authorize us to make the specified Shared Data available to them, and you warrant that doing so does not violate the terms of any third-party agreement (e.g., you may not share a password that is for your personal use only). For obvious reasons, you should be very careful about who you let access Shared Data, especially when granting “Full Rights” privileges, in which case the Recipient can modify (change passwords) and reshare the Shared Data. You are solely responsible for granting and revoking Shared Data privileges and the consequences of all actions Recipients take with your Shared Data. Note that with Dashlane Free, sharing is limited to a total of five items total (either shared by you, shared with you, or a combination of the two). Dashlane Premium and Premium Plus users get unlimited sharing.



The following features are included with Dashlane Premium and Premium Plus plans (some trial and promotional accounts to these plans may not have all features):

- e. *Syncing*. Replicate Secured Data across all devices associated with their Accounts. To do this, the Apps upload Secured Data (which we cannot access, since we do not know, store (in any form), or have access to the Master Password used to generate the encryption key) to our servers, and then push the Secured Data to each authenticated device associated with that Account. This ensures that a change to Secured Data made within an App on any device is updated on every other device associated with your Account. (The syncing happens every few minutes automatically and can also be activated manually.) Updates to your Secured Data may not be available on a device if (i) the device is unable to access the internet or Dashlane servers; (ii) you don't follow Dashlane's technical requirements, including installing Updates to your App when required; (iii) you uninstall the App from that device, (iv) you forget your Master Password, or (v) you deactivate syncing. We do not warrant that syncing will work at all times, or that Secured Data will not be corrupted or lost during syncing, and we disclaim all liability that might arise in such a case. Syncing is not available with Dashlane Free, even if you have multiple Dashlane Free accounts.
- f. *Secure Account Backup*. The syncing function also lets you restore Secured Data to a device after an error affecting the data stored on that device, or transfer it to a new device (following authentication). Data restoration may be interrupted or not function properly in the same situations that impact syncing described above.
- g. *Emergency Contacts*. An emergency contact is an individual you designate to receive your Secured Data in the event of your death, incapacity, or other similar situation. When designating an emergency contact, you will be required to define the specific conditions under which they would receive your Secured Data. You grant Dashlane permission to send Secured Data to the emergency contact if those conditions are met, and you release Dashlane from any liability that may arise as a result of such a release. You must keep emergency contact information up to date.
- h. *Dark Web Monitoring*. The Services let you scan the "dark web" to see whether certain information associated with your Account may have been compromised ("**Dark Web Monitoring**"). Dark Web Monitoring, which is provided by a third-party partner, searches a constantly-updated database of breached data to find matches with emails associated with your Account. Each email must be verified before Dark Web Monitoring is performed. You will receive emails and alerts through the Services if the scan reveals any breach potentially affecting your information. Dashlane provides Dark Web Monitoring on an "as-is" basis and does not warrant the completeness or accuracy of the results.
- i. *VPN (not available in all jurisdictions)*. Through a third-party partner, the Services let you connect to a virtual private network (VPN) to browse the internet more securely when using public and unsecured wifi networks. Once connected to the VPN, your browsing traffic will go through the third-party partner's servers. Dashlane is not responsible for the availability, performance, or reliability of the VPN and does not guarantee that the VPN is totally secure.

The following features are included with Premium Plus plans (only available in the U.S.):



- j. *Credit Monitoring and Restoration.* Enroll in and access the TransUnion CreditView Dashboard directly from the Services to see your credit score, credit history, and more. TransUnion will email you when there is an event that might affect your credit. If you are the victim of identity theft, you may seek credit restoration support, with no separate TransUnion enrollment required, via a special telephone number and unique access code. The dashboard is provided for informational purposes only, and Dashlane is not responsible for the accuracy or completeness of the information available on it.
- k. *Identity Theft Insurance.* You may claim up to \$1 million in identity theft insurance if your identity gets stolen. Identity theft insurance is underwritten by subsidiaries or affiliates of American International Group, Inc. The description of this feature available on the Site is intended for information purposes only and does not include all terms, conditions and exclusions of the policies described, copies of which are available on our Site or upon request to Dashlane support. Coverage may not be available in all jurisdictions or if the conditions described in the actual policy documents are not followed.

5. OWNERSHIP

Summary:

The Services are owned by Dashlane and its licensors. You own your Secured Data and Credentials. The only right you have in the Services is the limited license granted above. The only right we have to your Credentials and Secured Data is to use them as required 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 Credentials 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. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices in or accompanying the Services. Your Account is licensed to you solely so you may use the Services, and, except for your Secured Data and Credentials, 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 Credentials and 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 and Credentials solely as required to provide the Services.
- 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**”). Usage Information does not include any personally identifiable information.
- d. *Feedback.* Any feedback, comments, or suggestions you may provide regarding Dashlane or the Services (“**Feedback**”) is voluntary, and you hereby grant Dashlane a perpetual, irrevocable, and royalty-free right and license to use all Feedback in any lawful manner whatsoever, without any obligation to you.

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. Open source software is not covered by our license to you, but it is subject to the terms of the license selected by the developer of such open-source software.

- a. *Third-Party Services.* 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 and recommends you review the terms of use and privacy policies of all such services.
- b. *Third-Party Data.* Dashlane may make information from third parties, including data provided by Third-Party Services and Secured Data available via the Services. Dashlane is not responsible for the accuracy or completeness of such Data.
- c. *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 1. Nothing in these Terms limits or expands the rights of the end-user license for any Open-Source Software. 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:

*Where you sign up for paid access to the Services (a “**Subscription**”) through the Site, you must provide credit card or PayPal account information. All Subscription Fees are due in advance, and Subscriptions will automatically renew (and you will be charged) annually unless you cancel your Account. Subscription Fees will be refunded only if you cancel your Subscription within thirty (30) days of when payment is due. We will inform you prior to your Subscription renewing. We charge sales tax where required. By submitting payment, you consent to the terms of use and privacy policy of Stripe or Paypal, as applicable. 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 <https://www.dashlane.com/plans>. 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 (the “**Subscription Start Date**”). 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 us with a valid credit card or other payment method we accept (“**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 designated Payment Provider. We may change our fees and billing practices at any time, either by posting notice of such change on the Site or notifying you within the Services, provided that 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 a full year 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, 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 via email thirty (30) days before your Subscription 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 from your Payment Provider, we will reach out to you to update your Payment Provider information or make other arrangements for payment. 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 <https://app.dashlane.com> and going to the “My Account” section. You will be able to use any Subscription you cancel until its scheduled expiration, but you will not be eligible for 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 Date or any Subscription renewal date. Additional information about refunds and cancellation is available [here](#) and [here](#).
- d. *Taxes.* “**Sales Tax**” means any sales, use, value added, or other tax based on the Subscription Fee that we are required to pass through to customers. Sales Tax 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 and Paypal for payment services (e.g., card acceptance, merchant settlement, and related services). By paying for a Subscription, you agree to be bound by Stripe’s or PayPal’s terms and policies, as applicable, and authorize us and Stripe or PayPal to share any information and payment instructions you provide with your Payment Provider and any other Third-Party Service provider(s) 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. 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 in order 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, immediately and without notice, suspend or terminate your Subscription



and/or Account. 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). You may follow the same process to close your Account. You may also contact us at support@dashlane.com if you want to close your Account. 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" account (if we still offer that plan).
 - ii. If you close 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 and Credentials, without liability or obligation to you. Note that, even if you close your Account, you must delete our 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 close 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 12 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 try to fix them. 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 APPLICABLE 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 these Terms or 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 thirty 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.

- 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., 156 Fifth Ave., Suite 504, New York, NY 10010, 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 this Arbitration Agreement, including its 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 shall 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 or via mail to Dashlane, Inc. 156 Fifth Ave., Ste. 504 New York, NY 10010, 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 Terms, 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:

Much of this section deals with specific laws that apply to technology (export provisions), certain customers (i.e., when the governments license software) or state regulations (California in particular).

- a. *Cooperation*. Nothing in these Terms limits our right to cooperate with 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 (currently Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine) or in violation of any U.S. export law or regulation.
- d. *U.S. Government Restricted Rights*. Dashlane provides the Services, including the Apps, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in these Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency needs rights not conveyed under these Terms, it must enter into a mutually acceptable written addendum to these Terms with Dashlane specifically conveying such rights.
- e. *Severability; Waiver*. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, 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, a posting on the Site, or other reasonable means. You must give notice to us in writing via email to support@dashlane.com or as otherwise expressly provided in these Terms.
- j. *Consumer Complaints*. In accordance with California Civil Code §1789.3, you 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 400 R Street, Sacramento, CA 95814, 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.

12. 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., 156 Fifth Ave., Suite 504, New York, NY 10010, attn: Legal.
 - iv. Section 11(j) does not apply to you. Complaints about the Services should be sent to support@dashlane.com.
- b. *France*. If you are a resident of France, the Terms, including Section 12(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, 2eme etage, Paris 75018, France.
- c. *United Kingdom*. If you are a resident of the United Kingdom, the Terms, including Section 12(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 12(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*).