

# Dashlane Terms of Service

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Welcome to Dashlane! Dashlane Inc. (a Delaware corporation) (“**Dashlane**”, “**we**”, “**us**”, or “**our**”) operates [www.Dashlane.com](http://www.Dashlane.com) (the “**Site**”) and provides our users (each user, “**you**”) with the Dashlane software application, a web assistant designed to simplify and expedite your experience on the web by holding personal data in a secure vault and actively using it to perform online transactional and navigational processes (the “**App**”), as well as a number of related services enabled via the Site and App (collectively, the “**Services**”). The following terms and conditions (the “**Terms of Service**”) form a binding agreement between you and us regarding your use of the Site and Services.

**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE, OR TO THE DASHLANE SOFTWARE APPLICATION. THE TERMS OF USE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. BY ENTERING INTO THESE TERMS OF USE, YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW. PLEASE SEE SECTION 20 BELOW FOR MORE INFORMATION REGARDING ARBITRATION AND HOW IT DIFFERS FROM A PROCEEDING IN A COURT OF LAW.**

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE OR TO THE DASHLANE SOFTWARE APPLICATION WILL BE GOVERNED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF GOODS DOES NOT APPLY TO THESE TERMS.**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING THE SITE, DOWNLOADING THE APP, OR USING THE SERVICES IN ANY WAY YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO ALL OF THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “**YOU**” OR “**YOUR**” SHALL REFER TO SUCH ENTITY. **IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS SITE, APP OR SERVICES.** YOU HEREBY AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO THIS AGREEMENT, TO CREATE OTHER RECORDS AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS BETWEEN YOU

AND DASHLANE WITH RESPECT TO THIS AGREEMENT, AS FURTHER DETAILED IN SECTION 16. THIS AGREEMENT INCLUDES A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS.

**IF YOU SUBSCRIBE TO THE SERVICES FOR A TERM (THE "INITIAL TERM"), THEN THE TERMS WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT DASHLANE'S THEN-CURRENT FEE FOR SUCH SERVICES, UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 8(D) BELOW.**

#### 1. REGISTRATION

- a. *Accounts.* To use our Services, you must download the App (unless the App has been pre-installed on your computer or mobile device), register online or through the App and set up an account (an "**Account**") with us by providing your email address (the "**Account Email**") and selecting a master password (the "**Master Password**") (collectively, the Account Email and Master Password, referred to as your "**Account Credentials**"). Your Account may be for a free version, a "freemium version" (e.g., temporary access to premium features for free) or for a premium version. Each version may have different features enabled and you will only be enabled to use the features applicable to the version you have registered for. Except as provided in Sections 3(d) and 5, you may not transfer or share your Account Credentials with any third parties, and you are solely responsible for maintaining the confidentiality of your Account Credentials. You acknowledge and agree that we rely on Account Credentials to know whether users using our Services are authorized to do so. You agree to be responsible for any act or omission of any users that access the Site or Services under Your Account Credentials.
- b. *Registration Data.* In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services' registration form ("**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Site, App or Services (collectively, the "**Dashlane Properties**") under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict, as appropriate, use by minors, and you will accept full responsibility for any authorized or unauthorized use of the Dashlane Properties by

minors. You may not share your Account or Master Password with anyone, and you agree to (1) notify Dashlane immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Dashlane has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Dashlane has the right to suspend or terminate your Account and refuse any and all current or future use of the Dashlane Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself.

## 2. **OUR APP**

- a. *License.* Subject to the terms of these Terms of Service, Dashlane grants you a personal, limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to download and install the App in object code format, on one or more computer(s) and/or mobile device(s) solely for your own personal or internal business purposes. This license does not entitle you to receive from Dashlane hard-copy documentation, support, telephone assistance, or enhancements or updates to the App, though we may provide any of the foregoing in our sole discretion. In addition to the other restrictions set forth herein. You may not incorporate, integrate or otherwise include the App or any portion thereof into any other software, program or product. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Source Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (iii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.
- b. *Updates.* You understand that the Dashlane Properties are evolving. As a result, Dashlane may require you to accept updates to the Dashlane Properties that you have installed on your computer and/or mobile device. You acknowledge and agree that Dashlane may update the Dashlane Properties with or without notifying you.
- c. *Dependencies.* The Dashlane Properties are designed to work with a number of third party mobile applications and other applications, however, the continued compatibility of Dashlane with a specific application is partially dependent on that third party. In order to maintain compatibility you may need to update Dashlane from time-to-time and/or you may need to update third-party, to ensure

compatibility. Dashlane cannot promise that all currently supported third party applications will always be compatible with Dashlane.

- d. *No Duty to Correct Errors.* You acknowledge and agree that Dashlane has no obligation to correct any defects or errors with the Dashlane Properties or provide any support services, regardless of whether you inform Dashlane of such defects or errors or Dashlane otherwise is, or becomes aware of, such defects or errors.

3. **SPECIAL FEATURES AND FUNCTIONS.** In connection with our free or paid subscription services, Dashlane offers features that are convenient, save you time and dramatically increases the security of your data. The availability of certain features and restrictions on use in connection with our free and paid subscription services can be found at <https://www.dashlane.com/premium>. In connection with certain features, you agree as follows.

- a. *Emergency Contacts.* You may designate an individual as your emergency contact and set parameters around release of your Third Party Account Information, including a waiting period after we receive a request from an emergency contact for you to respond to such request. You agree that provided the parameters for release are met, Dashlane may release your Third Party Account Information to any person you designate as an emergency contact and you release Dashlane from any and all liability and waive any claim you may have as a result of or in connection with such release.
- b. *Password Manager.* Dashlane Password Manager allows you keep track of your passwords in a single location. You may automatically import passwords into your password vault and in many cases be able to automatically change your passwords with a single click (“Password Changer”) via the Dashlane app. You may determine and control the specific passwords used on individual destination websites (and select third party downloadable mobile apps) stored in your password vault; however, you can alternatively use the automated password generator built into the Dashlane service (the “Password Generator”) to create passwords leveraging what we know about security. Complex passwords we create via the Password Generator are less likely to be hacked than the simple passwords most people ordinarily use. Still, we make no guarantees regarding the security of any passwords that we create. We also make no guarantees that the Password Manager and Password Generator will properly change the credentials in connection with every website (or third party mobile app) or that you will be able to use Password Manager or Password Changer in connection

with every site (or third party mobile app). Dashlane is not liable for your inability to use any site (or third party mobile app) resulting from your use of Password Manager.

- c. *Digital Wallet.* With Dashlane's digital wallet you can store all your payment types (e.g., credit card, debit card, bank account, PayPal account, etc.) in a single location and select the payment type you want to apply before any checkout (the "Dashlane Digital Wallet"). The Dashlane Digital Wallet then enables you to access itemized receipts from your transactions. We even remind you when one of your cards is going to expire so that you can make sure you timely get a new one. You are solely responsible for ensuring that the information we have about your cards is accurate and up to date, and that your use of Dashlane complies with the terms and conditions that govern your cards that you store in Dashlane. To be clear, all the repercussions of conducting a transaction using a card in connection with the Dashlane Digital Wallet will still apply. You are responsible for all charges or debits to your cards that result from transactions made using the Dashlane Digital Wallet, we do not warrant that your cards are in good standing or that card issuer will honor any requested transaction and if you need to resolve any transaction issue, you should contact the merchant or the financial institution that issued your card to you. We are not liable for any transactions that are made, or not made in the unlikely event that you are not able to conclude a transaction, using the Dashlane Digital Wallet.
  
- d. *Sharing Information.* Dashlane enables you to share access credentials for your third party accounts, along with secure notes and comments (collectively, access credentials and related notes and comments are referred to as "**Third Party Account Information**") with other users of the Services that you designate (each, a "**Recipient**"). By sharing credentials or secure notes, you are authorizing Dashlane to share your Third Party Account Information with the Recipients. By granting certain admin privileges to a Recipient, you may also authorize Dashlane to allow that designated Recipient to reshare or update your Third Party Account Information. You are responsible for granting or revoking a Recipient's access to your Third Party Account Information at all times. You acknowledge and agree that Dashlane has no control over any Recipient, and that Dashlane will not be liable for and you hereby waive any claim you may have arising from the actions of any Recipient.

- e. *Stored Data.* You may select certain types of data you wish for the App to store on your computer(s) and/or mobile device(s), including your addresses, payment information and other personal information ("**Stored Data**"). The Stored Data is stored using strong encryption. Still, Dashlane cannot and does not guarantee the security, completeness, integrity or accuracy of any Stored Data or that the Stored Data will not be corrupted or lost. You acknowledge that Dashlane does not screen any Stored Data. You are solely responsible for, and Dashlane recommends that you confirm the accuracy of the Stored Data that is inputted onto a web page by the App each and every time you use the App.
- f. *Sync Function.* The Dashlane Sync Function serves two very important functions. First, your Stored Data will be uploaded to and synchronized with our servers through the Services ("**Synched Data**") in accordance with our documentation and standard policies and procedures so that your Stored Data is backed up in the Dashlane cloud. Second, the sync function enables you to synchronize your Synched Data so that you can access and use it on those computer(s) and/or mobile device(s) that you have authenticated and synced to your Account (each, a "**Synched Device**"). You agree and understand that you may only store Synched Data on Synched Devices for your personal or internal business use and not for the benefit of third parties. You are solely responsible for all activities occurring with any Synched Device, and for specifying which devices are designated as Synched Devices. Your Synched Data may not be available or restorable if: (a) your computer is unable to access the internet or Dashlane servers; (b) you fail to follow Dashlane's technical requirements, including upgrading the version of your App as required; (c) you uninstall the App, or (d) you forget your master password to log in to your Account. We do not expect this to be the case, but we have to say it. We do not warrant that your data will not be corrupted or lost and we will not have any liability associated with the loss or corruption of your Synced Data or any damage to your Synched Devices. We cannot sync the Synched Data if you sign up for multiple free accounts.
- g. *Secure Account Backup.* Secure Account Backup is like the Sync Function in that we may also sync a copy of your Stored Data on our servers, so there is a back-up. Like with the Synched Data, the backed-up data may not be available or restorable if: (a) you fail to follow Dashlane's technical requirements, including upgrading the version of your App as required; (b) you uninstall the App (e.g., you need the App installed to get the Stored Data), or (c) you forget your master password to log in to your Account.

- h. *Fraud Protection.* We work with certain financial institutions to reduce the likelihood of third parties using your information to conduct fraudulent transactions in connection with your credit card accounts. In order to assist these financial institutions in performing these fraud prevention functions, we may provide certain information to the financial institution that issued your credit card or that operates your credit card network as described in our Privacy Policy ([www.dashlane.com/privacy](http://www.dashlane.com/privacy)). You agree that Dashlane may share your information with the financial institution that issued your credit card for fraud prevention purposes in accordance with our standard policies and procedures and our documentation.
- i. *Dashlane for Business Version.* In the event that you are purchasing a Dashlane Business license ("**Business Version**"), then, you agree to the following:
  - i. You have the authority to act on behalf of (and bind) any person or organization for which you are registering the Business Version to these Terms of Service (the "Business") and the Business agrees that it is bound by the terms of this Agreement;
  - ii. Each person that you provide with a Dashlane account pursuant to your Business Version license will be provided with a copy of these Terms of Service; and
  - iii. You or the people or organization(s) that you have granted access to your Business Version ("Authorized Users") (and not Dashlane) will be responsible for managing the enablement of Account Credentials for each Authorized User and you agree to pay Dashlane an annual license fee for each account established pursuant to the Business Version.
  - iv. The Business is responsible for the acts and omissions of each Authorized User and any breach of this Agreement by the Business's Authorized User will be deemed a breach by the Business.
  - v. The Business is responsible to ensure that Authorized Users maintain the confidentiality and security of the Account Credentials.

#### 4. OWNERSHIP

- a. *Dashlane Properties.* Except with respect to Account Email, Stored Data and Synched Data, you agree that Dashlane and its licensors own all rights, title and interest in the Dashlane Properties, including all content, data, information, text, software, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Dashlane Properties ("**Dashlane Content**"). You will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Dashlane Properties.

- b. *Your Content*. Dashlane does not claim ownership of any content, data, information, or other materials you post, upload to, or otherwise make available on the Dashlane Properties, including your Account Email, Stored Data and Synced Data (collectively, "**Your Content**"). You grant us a non-exclusive, royalty-free, fully paid, fully sublicenseable, transferable, worldwide license, to reproduce, digitally transmit and use You Content for the purpose of providing you the Services.
- c. *Your Account*. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Dashlane.

5. **GENERAL RULES OF USER CONDUCT**. Your use or and access to the Dashlane Properties is subject to your compliance with these Terms of Service, including this Section 5. Except as expressly permitted herein, you agree not to, and represent and warrant that you will not:

- o License, sell, rent, lease, reproduce, resell, transfer, assign, distribute host or otherwise commercially exploit the Dashlane Properties or any portion of the Dashlane Properties
- o Conduct or promote any illegal activities while using the Dashlane Properties;
- o Upload, distribute or print any content to the Dashlane Properties that is or may be harmful to minors;
- o Upload or make available any of Your Content that violates the rights of any third party, including any third party's intellectual property rights;
- o Reverse engineer, disassemble, decompile, or translate or jeopardize the correct functioning of the Dashlane Properties, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Dashlane Properties;
- o Attempt to gain access to secured portions of the Dashlane Properties to which you do not possess access rights, including the Stored Data or Synced Data of any other Dashlane user;
- o Upload or transmit any form of virus, worm, Trojan horse, or other malicious code to the Dashlane Properties;
- o Use any automatic, electronic or manual process to harvest information from the Dashlane Properties (including without limitation robots, spiders or scripts);



- Interfere in any way with the proper functioning of the Dashlane Properties or interfere with or disrupt any servers or networks connected to the Dashlane Properties, or disobey any requirements, procedures, policies or regulations of networks connected to the Dashlane Properties;
  - Institute, assist, or become involved in any type of attack, including, without limitation, distribution of a virus, denial of service attacks upon the Dashlane Properties, or other attempts to disrupt the Dashlane Properties or any other person's use or enjoyment of the Dashlane Properties;
  - Attempt to probe, scan, or test the vulnerability of any Dashlane system or network, or breach any security or authentication measures;
  - Disrupt or interfere with the security of, or otherwise cause harm to, the Dashlane Properties, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Dashlane Properties or any affiliated or linked sites;
  - Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
  - Mirror or frame the Site or any content, place pop-up windows over its pages, or otherwise affect the display of its pages.
6. **FEEDBACK.** You agree that the submission by you of any ideas, thoughts, criticisms, suggested improvements or other feedback related to Dashlane, or the Dashlane Properties (collectively "**Feedback**"), is at your own risk and that Dashlane has no obligation (including without limitation any obligation of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant Dashlane a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same.
7. **APP STORES.** You acknowledge and agree that the availability of the App is dependent on the third party from whom you received the App license, e.g., the Apple App Store or Google Play Store ("**App Store**"). You acknowledge that the Terms of Service are between you and Dashlane and not with the App Store. Dashlane, not the App Store, is solely responsible for the Dashlane Properties, including the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating

thereto (e.g., legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Dashlane Properties, including the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Dashlane Properties, including the App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms of Service and will have the right to enforce them.

## 8. FEES AND PURCHASE TERMS

- a. *Payment.* You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Dashlane with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or other payment provider (such as PayPal) ("**Payment Provider**"), or in the case of large business clients, subject to Dashlane's approval, at its sole discretion, purchase order information as a condition to signing up for the Services. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing Dashlane with your credit card number and associated payment information, you agree that Dashlane is authorized to immediately invoice and charge your Account for all fees and charges due and payable to Dashlane hereunder and that no additional notice or consent is required. You agree that Dashlane may securely store your credit card or Payment Provider details for future payment processing and you agree to immediately notify Dashlane of any change in your billing address and/or the credit card and/or other payment account (e.g., PayPal) used for payment hereunder. Dashlane reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Dashlane Properties or by e-mail delivery to you.
- b. *Service Subscription Fees.* You will be responsible for payment of the applicable fee for any Services (each, a "**Service Subscription Fee**") at the time you create your Account and select your subscription package (each, a "**Service Commencement Date**"), irrespective of length of initial subscription (annual or otherwise). Except as set forth in the Terms, all fees for the Services are non-refundable. No contract will exist between you and Dashlane for the Services until Dashlane accepts

your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

- c. *Taxes.* Dashlane's fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Dashlane, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Dashlane for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax, and any other tax measured by sales proceeds, that Dashlane is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.
- d. *AUTOMATIC RENEWAL.* YOUR SUBSCRIPTION WILL CONTINUE UNTIL YOU TERMINATE YOUR SUBSCRIPTION IN ACCORDANCE WITH THE TERMS OF SERVICE. **AFTER YOUR INITIAL SUBSCRIPTION PERIOD, AND AGAIN AFTER ANY SUBSEQUENT SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY COMMENCE ON THE FIRST DAY FOLLOWING THE END OF SUCH PERIOD (EACH A "RENEWAL COMMENCEMENT DATE") AND CONTINUE FOR AN ADDITIONAL EQUIVALENT PERIOD, AT DASHLANE'S THEN-CURRENT PRICE FOR SUCH SUBSCRIPTION. YOU AGREE THAT YOUR ACCOUNT WILL BE SUBJECT TO THIS AUTOMATIC RENEWAL FEATURE UNLESS YOU CANCEL YOUR SUBSCRIPTION AT ANY TIME PRIOR TO THE RENEWAL COMMENCEMENT DATE BY LOGGING INTO AND GOING TO THE "CHANGE/CANCEL MEMBERSHIP" PAGE OF YOUR "ACCOUNT SETTINGS" PAGE OR BY CANCELLING WITHIN 30 DAYS OF RENEWAL.** IF YOU DO NOT WISH YOUR ACCOUNT TO RENEW AUTOMATICALLY, OR IF YOU WANT TO CHANGE OR TERMINATE YOUR SUBSCRIPTION, YOU CAN FOLLOW THE DIRECTIONS SET FORTH HERE: [HTTPS://SUPPORT.DASHLANE.COM/HC/EN-US/ARTICLES/202699341-HOW-TO-GET-AN-INVOICE-EDIT-OR-CANCEL-YOUR-PREMIUM-SUBSCRIPTION](https://support.dashlane.com/hc/en-us/articles/202699341-how-to-get-an-invoice-edit-or-cancel-your-premium-subscription). IF YOU CANCEL YOUR SUBSCRIPTION, YOU MAY USE YOUR SUBSCRIPTION UNTIL THE END OF YOUR THEN-CURRENT SUBSCRIPTION TERM; YOUR SUBSCRIPTION WILL NOT BE RENEWED AFTER YOUR THEN-CURRENT TERM EXPIRES. HOWEVER, YOU WILL NOT BE ELIGIBLE FOR A PRORATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD, UNLESS YOU CANCEL WITHIN 30-DAYS OF THE SERVICE COMMENCEMENT DATE OR A SUBSEQUENT

RENEWAL COMMENCEMENT DATE, IN WHICH CASE YOU WILL BE ELIGIBLE FOR A FULL REFUND OF THE MOST RECENT SERVICE SUBSCRIPTION FEE PURSUANT TO SECTION 9(B) BELOW. IF YOU WISH TO RECEIVE A REFUND FOR A PAYMENT FOR A PREMIUM SUBSCRIPTION TO DASHLANE IN ACCORDANCE WITH THESE TERMS, YOU CAN FOLLOW THE DIRECTIONS SET FORTH HERE: [HTTPS://SUPPORT.DASHLANE.COM/HC/EN-US/ARTICLES/202699371-HOW-TO-GET-A-REFUND-30-DAY-MONEY-BACK-GUARANTEE-](https://support.dashlane.com/hc/en-us/articles/202699371-how-to-get-a-refund-30-day-money-back-guarantee). BY SUBSCRIBING, YOU AUTHORIZE DASHLANE TO CHARGE YOUR PAYMENT PROVIDER NOW, AND AGAIN AT THE BEGINNING OF ANY SUBSEQUENT SUBSCRIPTION PERIOD. UPON RENEWAL OF YOUR SUBSCRIPTION, IF DASHLANE DOES NOT RECEIVE PAYMENT FROM YOUR PAYMENT PROVIDER, (I) YOU AGREE TO PAY ALL AMOUNTS DUE ON YOUR ACCOUNT UPON DEMAND, AND/OR (II) YOU AGREE THAT DASHLANE MAY EITHER TERMINATE OR SUSPEND YOUR SUBSCRIPTION AND CONTINUE TO ATTEMPT TO CHARGE YOUR PAYMENT PROVIDER UNTIL PAYMENT IS RECEIVED (UPON RECEIPT OF PAYMENT, YOUR ACCOUNT WILL BE ACTIVATED AND FOR PURPOSES OF AUTOMATIC RENEWAL, YOUR NEW SUBSCRIPTION COMMITMENT PERIOD WILL BEGIN AS OF THE DAY PAYMENT WAS RECEIVED).

- e. *Free Trials and Other Promotions.* Certain Dashlane services are available at no cost as set forth at <https://www.dashlane.com/premium>. In addition to these free services, we may provide that certain premium features or functions (each a "Trial Service") be made available to you on a free trial basis for a limited period of time. At the end of the trial period, your use of that Trial Service will expire and any further use of the Trial Service is prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription prior to the expiry of a free trial period, please contact Dashlane to have the charges reversed.
- f. *Disputes.* You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: support@dashlane.com.

## 9. TERMINATION

- a. *Term.* These Terms of Service will commence as of the date you accept them (as described in the preamble above) and remain in full force and effect while you use the Dashlane Properties, unless terminated earlier in accordance with the terms herein.
- b. *Termination of Services by Dashlane.* You will have thirty (30) days from the Service Commencement Date, or any Renewal Commencement Date, for any Services hereunder, to cancel such Service, in

which case Dashlane will refund your Service Subscription Fee, if already paid pursuant to Section 7(a) or 7(b), for the applicable Service. Except as set forth above, the Service Subscription Fee for any Service shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms of Service, or if Dashlane is required to do so by law (e.g., where the provision of the Site, the App or the Services is, or becomes, unlawful), Dashlane has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Dashlane's sole discretion and that Dashlane shall not be liable to you or any third party for any termination of your Account.

- c. *Termination of Services by You.* If you want to terminate the Services provided by Dashlane, you may do so by (a) notifying Dashlane at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Dashlane's address set forth below.
- d. *Effect of Termination.* Termination of any Service includes removal of access to such Service and barring of further use of the Service (unless you re-subscribe). Termination of all Services *may* also include deletion of any of your Account Credentials, Synched Data and all related information, files and content associated with or inside your Account. Please note that any termination of the Services will not delete any Stored Data on your device and/or computer, and you are solely responsible for the deletion of such Stored Data. Dashlane will not have any liability whatsoever to you for any suspension or termination, including deletion of your Synched Data. All provisions of these Terms of Service which by their nature should survive, shall survive termination of Services, including, without limitation, ownership provisions, warranty disclaimers and limitation of liability.
- e. *Moving From Premium Version Back to Free Version.* You may elect to terminate your premium subscription to the Dashlane Properties and continue to use the free version (if it is still offered by Dashlane at that time). If you do, your Account Credentials, Synched Data and all related information, files and content associated with or inside your Account will remain available to you, but you may not have access to certain features that are only available to premium subscribers.

## 10. REMEDIES

- a. *Violations.* If Dashlane becomes aware of any possible violations by you of the Terms of Service, Dashlane reserves the right to investigate such violations. If, as a result of the investigation,

Dashlane believes that criminal activity has occurred, Dashlane reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Dashlane is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Dashlane Properties, including Synched Data, in Dashlane's possession in connection with your use of the Dashlane Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms of Service, (3) respond to any claims that Synched Data violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Dashlane, users of the Dashlane Properties or the public, and all enforcement or other government officials, as Dashlane in its sole discretion believes to be necessary or appropriate.

b. *Breach.* In the event that Dashlane determines, in its sole discretion, that you have breached any portion of the Terms of Service, or have otherwise demonstrated conduct inappropriate for the Dashlane Properties, Dashlane reserves the right to:

- i. Warn you via e-mail (to any e-mail address you have provided to Dashlane) that you have violated the Terms of Service;
- ii. Delete any Synched Data provided by you or your agent(s) to the Dashlane Properties;
- iii. Discontinue your registration(s) with the any of the Dashlane Properties, including any Services;
- iv. Discontinue your subscription to any Services;
- v. Notify and/or send Synched Data to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- vi. Pursue any other action which Dashlane deems to be appropriate.

c. *No Subsequent Registration.* If your registration(s) with or ability to access the Dashlane Properties is discontinued by Dashlane due to your violation of any portion of the Terms of Service, then you agree that you shall not attempt to re-register with or access the Dashlane Properties through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Dashlane Properties to which your access has been terminated. In

the event that you violate the immediately preceding sentence, Dashlane reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

11. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE DASHLANE PROPERTIES IS AT YOUR SOLE RISK. THE DASHLANE PROPERTIES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. DASHLANE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. WE MAKE NO WARRANTY THAT THE DASHLANE PROPERTIES WILL MEET YOUR REQUIREMENTS, OR THAT THE DASHLANE PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE DASHLANE PROPERTIES, OR THAT DEFECTS IN THE DASHLANE PROPERTIES CAN OR WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY CONTENT OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DASHLANE PROPERTIES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SERVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. NO CONTENT, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE DASHLANE PROPERTIES, OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE. WE DO NOT WARRANT THAT YOUR STORED DATA AND SYNCED DATA WILL BE SECURE, WILL NOT BE CORRUPTED OR WILL NOT BE LOST.

12. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO AND USE OF THE DASHLANE PROPERTIES PURSUANT TO THE LIMITATIONS OF OUR LIABILITY SET FORTH HEREIN. YOU UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL DASHLANE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS (COLLECTIVELY, "**DASHLANE PARTIES**") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DASHLANE PROPERTIES, OR, DAMAGES OR COSTS DUE TO LOSS OF REVENUES,

PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RESULTING FROM: (1) THE USE OR INABILITY TO USE THE DASHLANE PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE DASHLANE PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DASHLANE PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO THE DASHLANE PROPERTIES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL THE DASHLANE PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY DASHLANE AS A RESULT OF YOUR USE OF THE DASHLANE PROPERTIES IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSET A CLAIM. IF YOU HAVE NOT PAID DASHLANE ANY AMOUNTS IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT ANY SUCH CLAIM, DASHLANE'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100). IN NO EVENT WILL THE DASHLANE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY IN CONNECTION WITH ANY ACT OR OMISSION OF ANY USER OF THE DASHLANE PROPERTIES. **NOTWITHSTANDING THE FOREGOING, DASHLANE DOES NOT IN ANY WAY SEEK TO EXCLUDE OR LIMIT LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A DASHLANE PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.**

13. **FORCE MAJEURE.** Under no circumstances will Dashlane or our licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.



14. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless the Dashlane Parties, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (a) your use of the Dashlane Properties; (b) any of your Stored Data or Synched Data; (c) your violation of these Terms of Service; or (d) your violation of any rights of any other person or entity. This provision does not require you to indemnify any of the Dashlane Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website, App or any Services provided hereunder.
15. **THIRD PARTY CONTENT AND OTHER WEBSITES.** Content from advertisers and other third parties may be made available to you through the Dashlane Properties. Dashlane does not have any control over any such content, and therefore will not be responsible or liable for any such content. The Dashlane Properties may also contain links to websites not operated by Dashlane. When you click on a link to a third party website or ad, we will not warn you that you have left the Dashlane Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Dashlane provides these third party websites and ads only as a convenience and does not monitor, review, approve, endorse, warrant, or make any representations with respect to any third party websites and ads, or their content, products, or services. You use all links in third party websites and ads at your own risk.
16. **ELECTRONIC COMMUNICATIONS.** The communications between you and Dashlane use electronic means, whether you visit the Dashlane Properties or send Dashlane emails, or whether Dashlane posts notices on the Dashlane Properties or communicates with you via email. For contractual purposes, you (i) consent to receive communications from Dashlane in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("**Communications**") that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your further consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. The foregoing does not affect your non-waivable rights. You may also receive a copy of these Terms of Service by accessing this Site. You may withdraw your consent to receive Communications electronically by

contacting us in the manner described below, with the understanding that you will continue to receive administrative and legally required Communications. If you withdraw your consent, from that time forward, you must stop using the Dashlane Properties. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all Communications without interruption.

17. **GENERAL TERMS.** You are responsible for compliance with all applicable laws. **THE TERMS OF SERVICE AND THE RELATIONSHIP BETWEEN YOU AND DASHLANE WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT COUNTRY OR STATE. YOU CONSENT TO PERSONAL JURISDICTION AND VENUE IN, AND AGREE TO SERVICE OF PROCESS ISSUED OR AUTHORIZED BY, ANY COURT LOCATED IN THE STATE OF DELAWARE, UNITED STATES.** These Terms of Service are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms of Service to anyone else and any attempted assignment or delegation is void. Any delay or failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. These Terms of Service constitute the complete and exclusive agreement between you and us with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If any part or parts of this Agreement is found to be invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remainder of these Terms of Service will continue in full force and effect.
18. **GOVERNMENT USERS.** Each of the components that constitute the App or any other software related to the Services and its related documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the App and any other software

component of the Services and any documentation provided therewith with only those rights set forth in this Agreement.

19. **NOTICE.** 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. Please report any violations of these Terms of Service to support@Dashlane.com.

20. **ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE. PLEASE READ THIS ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”) CAREFULLY. IT AFFECTS YOUR RIGHTS, AND IS PARTY OF YOUR CONTRACT WITH DASHLANE. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

a. *Applicability of Arbitration Agreement.* All controversies, disputes, demands, counts, claims, or causes of action between you and Dashlane arising out of, under, or related to this Terms of Service, our privacy practices (including any action we take or authorize with respect to information about or provided by you), or Dashlane’s products and services shall be resolved exclusively on an individual basis through binding arbitration under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and to Dashlane, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods under the Terms of Service.

b. *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Dashlane should be sent to: Dashlane, Inc., Legal Department, 156 Fifth Avenue, Suite 504, New York, NY 10010, United States. After the Notice is received, you and Dashlane may attempt to resolve the claim or dispute informally. If you and Dashlane do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- c. *Arbitration Rules.* To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, DE 19904. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. Arbitration shall be initiated through JAMS, Inc. f/k/a Judicial Arbitration and Mediation Services (“**JAMS**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If JAMS is not available to arbitration, the parties will agree to select an alternative ADR Provider. The rules of the ADR Provider will govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms of Service. The JAMS Comprehensive Arbitration Rules and Procedures governing the arbitration are available online at [www.jamsadr.com](http://www.jamsadr.com) (“**JAMS Rules**”). The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If you initiate an arbitration in which you seek less than \$500 in damages and comply with the Terms of Service, including the Notice Requirement, Dashlane shall reimburse you for your JAMS filing fee, and shall pay all administration and arbitrator fees up to a total amount of \$500. If the Arbitrator grants you an award, Dashlane will reimburse your attorneys’ fees.
- d. *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- e. *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Dashlane, and the dispute will not be consolidated with any other matters or joined

with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the JAMS Rules, and the Terms of Service. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Dashlane.

- j. *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY, instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Dashlane in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND DASHLANE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- k. *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.; *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- l. *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

- m. *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with Dashlane.
- n. *Small Claims Court.* Notwithstanding the foregoing, either you or Dashlane may bring an individual action in small claims court. In addition, if you are a user outside of the United States, the dispute resolution provision in our privacy policy (if any), and not this arbitration provision, shall apply to any disputes related to privacy.
- o. *Emergency Equitable Relief.* Notwithstanding this arbitration provision, either party may seek emergency equitable relief before such courts in order to maintain the status quo pending the arbitrator's ruling, and hereby agree to submit to the personal jurisdiction of such courts. A request for interim measures shall not be deemed a waiver of the right to arbitrate.
- p. *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree that such claims shall be exclusively brought (unless such courts do not have personal jurisdiction in the dispute) in the courts located in Wilmington, Delaware.

21. **EXPORT CONTROL.** You may not use, export, import, or transfer the Dashlane Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Dashlane Properties, and any other applicable laws. In particular, but without limitation, the Dashlane Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Dashlane Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Dashlane Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Dashlane are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Dashlane products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

22. **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 telephone at (800) 952-5210.
23. **NEW JERSEY RESIDENTS.** NJ Residents: Section 14 of these TOU are inapplicable to you. In addition, for clarity, Section 12 does not prohibit the recovery of punitive damages, to the extent they are ever awarded.
24. **CHANGES TO THIS AGREEMENT.** This Terms of Service agreement is subject to occasional revision. When changes are made, Dashlane will make a new copy of the Terms of Service available at the Site and within the App, and will also update the "Last Updated" date at the bottom of the Terms of Service. If we make any material changes to it, we will notify you by sending you an e-mail to the last e-mail address you provided to us. Any changes to this Terms of Service Agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or, thirty (30) calendar days following our posting of notice of the changes. Any changes to the Terms of Service will be effective immediately for new users of the Dashlane Properties. Please note that at all times you are responsible for updating your email address with us. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of the Services following notice of such changes shall indicate your agreement to be bound by the terms and conditions of such changes. If you do not agree to any change(s) after receiving notice of such change(s), you shall stop using the Dashlane Properties. PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

# Country specific provisions

If you are a resident of a country within the European Economic Area, the above Dashlane Terms of Service apply to you as amended by the following provisions:

1. In the preamble of the Dashlane Terms of Service, the last sentence of the second paragraph is removed.
2. In Section 5 of the Dashlane Terms of Service, the prohibition in the fifth bullet point without prejudice to the rights afforded to you, if any, is replaced by the mandatory legal provisions applying in your jurisdiction, and relating to the reverse engineering of software for interoperability purposes.
3. For individual consumers who are registered users of Dashlane in the EU, the first sentence of Section 8(c) shall be replaced with the following text: "Dashlane's fees are inclusive of any applicable Sales Taxes."
4. Notwithstanding anything to the contrary in Dashlane Terms of Service, Dashlane warrants that the App will function in accordance with its documentation, for a period of one year as from your first installation of the App. If it fails to do so, Dashlane will make commercially reasonable efforts to repair the App.
5. Notwithstanding the provisions of Section 16 of the Dashlane Terms of Service, if you are a resident of France, the Terms of Service and the relationship between you and Dashlane will be governed by the laws of France.
6. Section 17 of the Dashlane Terms of Service does not apply to you.
7. If you are a resident of France, Section 20 of the Dashlane Terms of Service is removed and replaced by the following language: "To the extent permitted by applicable law, all controversies, disputes, demands, counts, claims or causes of action between you and Dashlane arising out of, under, or related to this Agreement or our privacy practices, shall be submitted to the exclusive jurisdiction of the courts of Paris (France), even in case of summary proceedings, multiple defendants or appeals."
8. If you are a resident of an EU country other than France, Section 20 of the Dashlane Terms of Service is removed and replaced by the following language: "The terms of this agreement shall be governed by the laws of the EU country in which you live. You may therefore bring a claim to enforce your consumer protection rights in connection with these terms in the courts of such EU country."
9. For French residents only, notices sent to Dashlane pursuant to Section 20(b) should be sent to: Dashlane SAS, Département Juridique, 21 rue Pierre Picard, 2eme etage, Paris 75018, France.
10. In Section 24 of the Dashlane Terms of Service, the first three sentences are removed and replaced by the following language: "This Terms of Service Agreement is subject to occasional revision, and if we make any



changes to it, we will notify you by sending you an e-mail to the last e-mail address you provided to us. Any changes to this Terms of Service Agreement will be effective thirty (30) calendar days following our dispatch of an e-mail notice to you."

11. Section 22 of the Dashlane Terms of Service does not apply to you. Instead, EU users should send consumer complaints to: [support@dashlane.com](mailto:support@dashlane.com).

Dashlane Inc.  
156 Fifth Ave.  
Suite #504  
New York, NY 10010