

**Cysurance 360Protect Program**  
**March 1st 2021**



## **360PROTECT TERMS & CONDITIONS**

### **How Consumer Rights Affect this Program**

THE BENEFITS CONFERRED BY THIS PROGRAM ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PROGRAM SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY CYSURANCE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

#### **1. The Program**

We, Cysurance, LLC ("Cysurance"), provide the following Cysurance 360Protect Program ("Program") to SUBSCRIBER, ("Subscriber"). Your purchase or use of, the Cysurance Ransomware Protection Program constitutes acceptance of the terms and conditions Contained herein. Read it carefully. It contains important information about your legal rights, remedies and obligations.

You agree to comply with and be bound by this Program and the terms and conditions contained herein. Benefits under this Program are additional to your rights under applicable laws, any manufacturer's warranty and any complimentary technical support. The terms of the Program apply the same whether paid for by you or a third party who financed your Program (a "Payment Program Provider") on a one-time basis ("Single-Pay Program") or a monthly basis ("Monthly Program"), except where otherwise noted.

The Program covers the following anti-ransomware software (collectively, the "Covered Software"):

#### **2. Program Term & Renewal**

Program coverage begins when you purchase the Program and continues, unless cancelled, through the date specified in your Program Confirmation (the "Program Term").

Your Program Term is twelve months (12), and will automatically bill each month for all enrolled participants unless cancelled as set forth in the "Cancellation" Section 9 below, including in the event that Cysurance is no longer able to service your Covered Software due to the unavailability of such software, in which case Cysurance provide you with sixty (60) days' prior written notice of cancellation, or as otherwise required by law.

You agree to have the credit card, debit card or other authorized payment source (the "Payment Source") used for your initial Program purchase kept on file to automatically charge in advance of the first day of each month following your initial purchase to renew your Program unless cancelled. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate renewal payment on time, your Program coverage will cease from the renewal due date. Cysurance has the right, but not the obligation, to accept any late payment and allow renewal from the date of late payment. If the price of your Monthly Program is subject to change upon renewal, you will be notified in advance of any price increase, in accordance with Section 11 of this Program.

### **3. What is Covered**

#### **3.1 Ransomware Software Services Failure (“Software Service”)**

If during the Program Term, you submit a valid claim by notifying Cysurance that a failure of the product has arisen in the Covered Software, on account of a cyber ransom event that the Covered Software was intended to protect, Cysurance will support the repair of the damage resulting from the product failure, including, but not limited to removing and remediating those elements that caused the product failure.

### **4. What is Not Covered?**

#### **4.1 Software Services**

Cysurance may restrict Software Service to the country where the Covered Software was originally purchased.

Cysurance will not provide Recovery Services in the following circumstances:

- a) If preventative maintenance, including patching, was not up to date per the software manufacturer’s release cycle;
- b) To repair damage caused by a product that is not the Covered Software;
- c) The license keys of Covered Software are not active and/or registered to the end-user;
- d) If proof of the failure is not or cannot be verified through log/event data;
- e) If there is a systemic failure of the Subscriber’s infrastructure that results in a ransom compromise of their install base;

### **5. Service Options**

Program must be triggered within 48 hours of the reported event and with the following options:

- (a) The Subscriber may elect to receive funds to remediate the ransom attack, or;
- (b) The Subscriber may elect to contact the Cysurance incident response Technical Advisor. They will provide the necessary technical guidance and expertise from first contact through completion of the recovery process. In partnership with the Technical Advisor, program participants are eligible to receive pre-approved investigative services, recovery and restoration services, and other IT-related services. Service will be limited to the options available in the country where you request service and claim must be closed within 15 days of the attack.

### **6. Your Responsibilities**

To receive service or support under the Program, you agree to:

- a) Provide records verifying the cost paid to remediate the attack;
- b) Provide log files and information about the symptoms and causes of the issues with the Covered Software;
- c) Provide your Program Agreement Number and a copy of your Program’s original proof of purchase;
- d) Respond to requests for information needed to diagnose or service the Covered Software;
- e) Follow instructions Cysurance gives you.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CYSURANCE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED SOFTWARE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM CYSURANCE'S OBLIGATIONS UNDER THIS PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF CYSURANCE AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PROGRAM SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PROGRAM. CYSURANCE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED SOFTWARE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE BENEFITS CONFERRED BY THIS PROGRAM ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, CYSURANCE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED SOFTWARE OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **8. Cancellation**

### **8.1 Your Cancellation Rights**

Regardless of your method of purchase, you may cancel this Program at any time for any reason. You may cancel by sending written notice with your Program Agreement Number to ransom@cysurance.com. You must send a copy of the Program's original proof of purchase with your notice. Unless local law provides otherwise, cancellation refunds will be provided as follows:

For Monthly Programs, if you have made advance payments, cancellation will be deferred until midnight on the last day of the month for which your last monthly payment was paid. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Program and no cancellation refund will be provided.

### **8.2 Cysurance's Cancellation Rights**

If your Payment Source cannot be charged for any reason for amounts due, including for any Monthly Program renewal payment, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date, your Program may be cancelled for nonpayment and your Program coverage will cease from the due date or renewal date.

Additionally, unless applicable local law provides otherwise, Cysurance may cancel this Program for fraud or material misrepresentation, or if service parts for the Covered Software are not available, upon sixty (60) days' prior written notice. If local law permits and Cysurance cancels this Program for the unavailability of service parts, you will receive a pro-rata refund for the Program's unexpired Term.

### **8.3 Effect of Cancellation**

Upon the effective date of early cancellation, Cysurance's future obligations under this Program to you are fully extinguished.

### **9. Program Changes**

The Program terms and conditions originally issued to you will remain in effect for the duration of your Program Term and each Monthly Program renewal if applicable, unless Cysurance notifies you of revised Program terms and conditions. Cysurance may, at any time, revise any of the terms and conditions of this Program, including the price and applicable service fees, upon sixty (60) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Program terms and conditions, you may cancel the Program without penalty. If you do not cancel the Program within the Notice Period, your continued payment of monthly charges (if applicable) or request for service under the Program after receiving notice of a change in your Program terms and conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Program terms and conditions. In any event, you may cancel the Program at any time in accordance with Section 9.

If Cysurance adopts any revision to this Program that would broaden your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to this Program.

### **10. General Terms**

(a) Cysurance may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(b) Cysurance is not responsible for any failures or delays in performing under the Program that are due to events outside of Cysurance's reasonable control.

(c) You are required to perform preventative maintenance on the Covered Software to receive service under the Program.

(d) This Program may not be available in all jurisdictions and is not available where prohibited by law.

(e) In carrying out its obligations Cysurance may, solely for the purposes of monitoring the quality of Cysurance's response, record part or all of the calls between you and Cysurance.

(f) You agree that any information or data disclosed to Cysurance under this Program is not confidential or proprietary to you. Furthermore, you agree that Cysurance may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service provider in accordance with the Cysurance Customer Privacy Policy.

(g) Cysurance has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Cysurance regarding the processing of data, and Cysurance will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Program. If you do not agree with the above or if you have questions regarding the processing of your data, contact Cysurance at the telephone numbers provided.

(h) Cysurance will protect your information in accordance with Cysurance Customer Privacy Policy available at [Cysurance.com/legal/privacy](https://cysurance.com/legal/privacy). If you wish to have access to the information that Cysurance holds concerning you or if you want to make changes to your personal contact preferences, contact Cysurance at [ransom@cysurance.com](mailto:ransom@cysurance.com).

i) The terms of the Program, including the original sales receipt of the Program and the Program Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Cysurance's entire understanding with respect to the Program.

(j) Each Monthly Program will renew automatically, unless cancelled, at its original Program purchase price, unless you are notified in advance of a price change in accordance with Section 10 of this Program. Cysurance is not obligated to renew any Single-Pay Program. If Cysurance does offer renewal, Cysurance will determine the price and terms.

(k) There is no informal dispute settlement process available under this Program.

(l) As used in this Program, "Cysurance" is the Administrator.

(m) Except where prohibited by law, the laws of the State of New York govern Programs purchased in the United States. If these terms are inconsistent with the laws of any jurisdiction where you purchase this Program, including the laws of Alabama, Arizona, Florida, Georgia, Nevada, Oregon, Vermont, Washington, Wisconsin and Wyoming, then the laws of that jurisdiction will control.

(n) Support services under this Program may be available in English only.

