



Terms and Conditions

Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on **August 10, 2023**. Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- “**Affiliate**” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- “**Account**” means a unique account created for You to access our Service or parts of our Service.
- “**Company**” (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Privacy Lock Inc., a Delaware corporation.
- “**Country**” refers to the United States of America.
- “**Content**” refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- “**Device**” means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- “**Feedback**” means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- “**Products**” or “**Software Product**” refers to the products or items offered for sale on the Service.
- “**Orders**” mean a request by You to purchase Products from Us.
- “**Promotions**” refer to contests, sweepstakes or other promotions offered through the Service.
- “**Service**” refers to the Website.

- “**Terms and Conditions**” (also referred as "**Terms**") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions Agreement was generated by TermsFeed Terms and Conditions Generator.
- “**Third-party Social Media Service**” means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- “**Website**” refers to www.pentaprivacylock.com .
- “**You**” or “**Licensee**” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You, he Licensee, and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

I. Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN BY SELECTING THE "ACCEPT" OPTION AND DOWNLOADING OR ACTIVATING THE SOFTWARE PRODUCT OR BY INSTALLING OR USING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT AND COMPLETE NECESSARY PAYMENT BEFORE YOU WILL BE ALLOWED TO ACTIVATE OR USE THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL OR USE THE SOFTWARE PRODUCT.

II. License Grant

Subject to the terms and conditions of this Agreement, upon payment of all license fees owed for the Software Product, Privacy Lock grants and Licensee accepts a nonexclusive, nontransferable, non-assignable (unless such prohibition is otherwise prohibited by local law), limited license (“Software License”) to use the Software Product solely in accordance with the terms and conditions of this Agreement. The Software Product is to be installed and/or deployed solely on computers, machines or virtual environments owned and/or controlled by the Licensee, and only for which a Software License has been purchased and paid for.

III. Restrictions on Transfer

Without first obtaining the express written consent of Privacy Lock, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product. Licensor reserves all rights not expressly granted to You. The Software is licensed for Your internal use only. Except as this Agreement expressly allows, You may not (1) copy, modify, alter, create derivative works, reverse engineer, decompile, or disassemble the Software Product except and only to the extent expressly permitted by applicable law; (2) transfer, assign, pledge, rent, timeshare, host or lease the Software Product, or sublicense any of Your license grants or rights under this Agreement; in whole or in part, without prior written permission of Privacy Lock (3) remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Software Product or its documentation; or (4) disclose the results of any performance, functional or other evaluation or benchmarking of the Software to any third party without the prior written permission of Licensor.

IV. Restrictions on Use

Licensee may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product. You may not use any portion of the Software Product in connection with any software other than the Software Product.

IV. Restrictions on Alteration

You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product. You may not reproduce the database portion or create any tables or reports relating to the database portion.

V. Restrictions on Copying

You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium.

VI. Licensee Obligations

Licensee will:

- 1) Use Software Product according to these Terms, be responsible for its activity, and ensure its end users comply with this Agreement;
- 2) Prevent unauthorized access to or use of Software Product;
- 3) Comply with laws and regulations in using Software Product, including: data privacy, technical or personal data transmission, and anti-spam;
- 4) Notify Privacy Lock immediately of unauthorized access to Software Product, and use reasonable efforts to immediately stop unauthorized access, known or suspected violation of law, or this Agreement;
- 5) Comply with Privacy Lock's protocols and requirements for Software Product;
- 6) Comply with all applicable laws governing use of Software Product.
- 7) Accept responsibility for (i) all activity occurring under Licensee's user accounts; and (ii) Licensee shall maintain the copyright notices that appear on any materials relating to the Software Product and Documentation.

Licensee will not:

- 1) Permit any party to access or use Software Product other than its employees;
- 2) Sell, resell, rent, lease or sublicense Software Product to third parties;

3) Decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product.;

4) Use Software Product to store or transmit infringing, libelous, or unlawful or tortious material or transmit material in violation of privacy rights;

5) Use Software Product to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of SaaS or attempt to gain unauthorized access to SaaS or related systems.

VII. SOFTWARE PRODUCT UPDATES. Privacy Lock may release updates or new versions of the Software Product including product upgrades, features, fixes, or patches ("Updates") which will be provided at no additional charge and will be made automatically available.

VIII. PAYMENT AND LICENSE FEES. Payment for license fees of Software Product will be invoiced according to the Licensee with payment instructions. Unless otherwise agreed to in writing by the Parties, payment of the license fee by Licensee to Privacy Lock shall be non-refundable. All payments shall be made in the currency indicated in the invoice in full without any deduction or withholding (except for any deduction or withholding required by law). Licensee understands that license fees may be charged as a subscription, either on a monthly basis or annually. The payment due date and payment instructions of the license fee will be indicated on the invoice provided to the Licensee. All sums payable under the Agreement are exclusive of value added tax (VAT) or any other local sales taxes, for which Licensee shall be responsible. If Licensee fails to pay Privacy Lock a monthly or annual license fee, then Privacy Lock shall have the right to remove access of Licensee to Software Product and/or to terminate this Agreement if Licensee's failure to pay exceeds thirty (30) days past the payment due date.

IX. Intellectual Property Ownership

Licensee acknowledges that Privacy Lock owns all right, title and interest in and to the Software Product. "Intellectual Property" means all intellectual property including, without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, whether or not patentable or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage or whether arising by statute or common law. Privacy Lock, its affiliates or licensors own and retain all right, title and interest to and in all intellectual property in Software Product Product, including without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, developments, research data, designs, layout, models, formulae, documents, drawings, plans, specifications and other Privacy Lock information, proprietary materials and all derivative works, and any other intangible proprietary or property rights, whether or not patentable or otherwise subject to legally enforceable restrictions or protections against unauthorized third party use, or whether arising by statute or common law. To the extent that any right, title or interest in or to any Privacy Lock Intellectual Property may not automatically vest in Privacy Lock by operation of law, Licensee irrevocably transfers, assigns and conveys all right, title, and interest therein to Privacy Lock. At Privacy Lock's request and expense Licensee will

promptly take any action and execute any documents necessary to vest full title in Privacy Lock or its licensor.

X. Disclaimer of Warranties and Limitation of Liability

Subject to the terms and conditions hereof, Privacy Lock warrants that it shall use commercially reasonable efforts to assure that the Software Product is accessible to Licensee twenty-four (24) hours a day, seven (7) days a week. The foregoing notwithstanding, Licensee acknowledges that from time to time the Software Product may experience downtime and may be inaccessible or inoperable for any reason including:

(a) hardware and software malfunctions; (b) periodic maintenance procedures or repairs which Privacy Lock or its hosting company may undertake from time to time; or (c) causes beyond the control of Privacy Lock and which are not reasonably foreseeable, including interruption or failure of telecommunication or digital transmission links, hostile network attacks and network congestion or other failures. In the event of a breach of warranty under this Section, the Parties agree Privacy Lock will repair and restore access to the Software Product as soon as practicable using commercially reasonable means.

PRIVACY LOCK MAKES NO WARRANTY THAT THE SOFTWARE PRODUCT WILL MEET PERFORMANCE, RELIABILITY, OR OTHER REQUIREMENTS OR OPERATE UNDER YOUR SPECIFIC CONDITIONS OF USE. PRIVACY LOCK MAKES NO WARRANTY THAT OPERATION OF THE SOFTWARE PRODUCT WILL BE SECURE, ERROR FREE, OR FREE FROM INTERRUPTION. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. PRIVACY LOCK WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL PRIVACY LOCK, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF PRIVACY LOCK OR ANY OTHER PARTY, EVEN IF PRIVACY LOCK IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS PRIVACY LOCK'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

XI. Limitation of Remedies and Damages

The remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the Software Product. Selection of whether to correct or replace shall be solely at the discretion of Privacy Lock. Privacy Lock reserves the right to substitute a functionally equivalent copy of the Software Product as a replacement. If Privacy Lock is unable to provide a replacement or substitute

Software Product or corrections to the Software Product, your sole alternate remedy shall be a refund of the purchase price for the Software Product exclusive of any costs for shipping and handling.

Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by Privacy Lock to have been caused by you. All limited warranties on the Software Product are granted only to you and are non-transferable. You agree to indemnify and hold Privacy Lock harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ELSEWHERE, IN NO EVENT WHATSOEVER SHALL THE CUMULATIVE LIABILITY OF PRIVACY LOCK AND ITS AFFILIATES OR AGENTS HEREUNDER EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO THE COMPANY HEREUNDER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

XII. Placing Orders for Products

By placing an Order for Products through the Service, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Products available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Products availability
- Errors in the description or prices for Products
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Your Order Cancellation Rights

Any Products you purchase can only be returned or refunded in accordance with these Terms and Conditions.

Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Products on the Service. The Products available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Products on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

XII. Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order. The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

XIV. Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

XV. Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

XVI. Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

XVII. "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

XVIII. Entire Agreement.

The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.

XIX. Governing Law, Jurisdiction and Costs

This Agreement shall be construed in accordance with the laws of the State of Colorado, with Denver County serving as the jurisdiction for any legal dispute that may arise from this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

XX. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

XXI. Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: www.pentaprivacylock.com
- By sending us an email: contact@pentaprivacylock.com