

Terms of Use - Verizon Security Assessment Portal

Verizon Services / Responsibilities

Verizon has the following responsibilities regarding the Verizon Portal:

- For accounts that are in good standing, Verizon will provide access to the Verizon Portal for security / compliance engagement management.
- Verizon reserves the right to update the Verizon Portal at its discretion and to add or delete features, from time to time. Unless otherwise specified, the Verizon Portal is provided on a subscription basis and does not constitute the license of any software.
- Verizon, at its sole discretion, reserves the right to change, modify, amend or otherwise alter this Agreement at any time. As this agreement is updated, it can be reviewed by clicking the "Terms of Use" hypertext link located on the Verizon Portal and shall control if different than this Agreement.
- Verizon support is available by submitting a support request via the Verizon Portal.
- Verizon may access your account, including Uploaded Data, to respond to service or technical problems or as stated in this Agreement or as required by applicable law.
- Verizon has no obligation to monitor the Verizon Portal or any User's use thereof or retain the content of any User session. However, Verizon reserves the right at all times to access, acquire, use, delete, monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, and such action is considered to be authorized by Client.
- Verizon reserves the right to delete or disable the accounts of Users who Verizon believes are infringing the intellectual property rights of others and to remove any such infringing materials.

Client Responsibilities

Client has the following responsibilities regarding their use of the Verizon Portal:

- If Verizon determines Client is using the Verizon Portal in a potentially illegal or unethical way, access to the Verizon Portal may be terminated without notice.
- A User Account is required for an individual to access and utilize the Verizon Portal. To establish a User Account, the Client must provide to Verizon information about desired Client User Accounts by providing Verizon with current, complete and accurate information. Client may only create accounts for Users where permission to do so has been granted. Client will promptly update such information as appropriate. Should Verizon suspect that any User information is not accurate, current or complete, Verizon reserves the right to suspend or terminate the Client's usage of the Verizon Portal. Each User must choose a personal, non-transferable password. User accounts cannot be shared or used by more than one individual. User will be required to change their password periodically.
- Each User is solely responsible for any and all activities that occur under their User Account, including ensuring they exit or log-off from the Verizon Portal at the end of each session of use. Each User shall notify Verizon immediately of any unauthorized use of their Client Account or any User password or any other breach of security that is known or

Terms of Use - Verizon Security Assessment Portal

suspected by User. Client agrees to indemnify and hold Verizon harmless against any claim and/or liability resulting from Client failure to comply with their responsibilities.

- Each User, not Verizon, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Uploaded Data / Information, and Verizon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Uploaded Data.

- Except to the extent permitted by applicable law, Client may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Verizon Portal and/or any other aspect of Verizon technology. Client shall not market, offer to sell, sell and/or otherwise resell the Verizon Portal to any third party. Client agrees, on behalf of itself and its Users, not to use the Verizon Portal (a) in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (c) to transmit through or post on the Verizon Portal unlawful, harassing, libelous, abusive, harassing, fraudulent, tortious, defamatory, threatening, harmful, abusive, libelous, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or material which is harmful to minors in any way; (d) to transmit through or post on the Verizon Portal any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs, cancelbots; (f) to interfere with or disrupt servers or networks connected to the Verizon Portal or violate the regulations, policies or procedures of such networks; (g) to attempt to gain unauthorized access to the Verizon Portal, other accounts, computer systems or networks connected to the Verizon Portal through password mining or any other means; (h) to harass or interfere with another user's use and enjoyment of the Verizon Portal; (i) to submit to or store in the Verizon Portal any Protected Health Information (PHI) or information protected by the Payment Card Industry Data Security Standards (PCI DSS), or (j) to make any representations with respect to the Verizon Portal or this Agreement (including, without limitation, that Verizon is a warrantor or co-seller of any of Client's products and/or services). All judgments concerning the applicability of these restrictions and any responses to violations thereof shall be at the sole and exclusive discretion of Verizon.

- Except for the subscription rights granted herein, Client does not have any right, title or interest in or to the Verizon Portal or any intellectual property rights related thereto. Users agree that Verizon or its licensors retain all proprietary right, title and interest, including intellectual property rights, in and to the Verizon Portal, including, without limitation, all modifications, enhancements, derivative works, configuration, translations, upgrades and interfaces thereto.

- Client and all Users agree to comply with all applicable local, state, national and foreign laws, rules and regulations in connection with their access and/or use of the Verizon Portal under this Agreement. Client shall comply with all legal duties applicable to Client as a data controller by virtue of Client submitting Uploaded Data to or storing Uploaded Data within the Verizon Portal. Specifically, Client shall provide the relevant persons and/or participants with

Terms of Use - Verizon Security Assessment Portal

all information or notices Client is required by applicable privacy and data protection law to provide and, if necessary, obtain the consent of or provide choices to such persons and/or participants as required by such laws.

- If User believes the Verizon Portal has been used in a way that constitutes copyright infringement, they must send a message to Verizon Support, providing all of the information required by the Digital Millennium Copyright Act. Verizon reserves the right to forward the information in the copyright-infringement notice to the User who allegedly provided the infringing content.
- Users must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and Users must not post unauthorized private or confidential information via the Verizon Portal, including, without limitation, User or any other person's social security or alternate national identity numbers.
- Users must not create accounts with the Verizon Portal through unauthorized means.

Miscellaneous

- Client agrees to indemnify, defend and hold harmless Verizon, its affiliates and their respective officers, directors, employees, attorneys, representatives, licensors, third-party providers and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with Client use of the Verizon Portal (including the Uploaded Data) or breach of this Agreement.
- THE VERIZON PORTAL IS PROVIDED BY VERIZON ON AN "AS IS" BASIS. VERIZON DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE VERIZON PORTAL WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE VERIZON PORTAL WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (III) ERRORS OR DEFECTS WILL BE CORRECTED. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY VERIZON.
 - IN NO EVENT SHALL VERIZON'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT TO VERIZON IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL VERIZON BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE VERIZON PORTAL, INCLUDING BUT NOT LIMITED TO CLIENT USE OR INABILITY TO USE THE VERIZON PORTAL OR FOR ANY DATA OBTAINED FROM OR THROUGH THE VERIZON PORTAL, EVEN IF VERIZON HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR

Terms of Use - Verizon Security Assessment Portal

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS ABOVE MAY NOT APPLY TO CLIENT.

- Verizon controls and operates the Verizon Portal from its location in the United States using servers in the U.S. As a U.S. company, Verizon and its Verizon Portal are subject to the U.S. economic sanctions and export control laws and regulations. Verizon makes no representation that the Verizon Portal is appropriate or available for use in other locations. By using the Verizon Portal outside of the U.S., Client agrees that Client is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of the U.S. and other countries. Client further agrees that no information or data acquired through the use of the Verizon Portal is or will be acquired for, shipped, transferred, exported or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons or missile projects, unless specifically authorized by the U.S. Government for such purposes. Client shall comply strictly with all U.S. export control and economic sanctions laws and regulations (including, without limitation, the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations and regulations administered by the Department of the Treasury's Office of Foreign Assets Control) applicable to transfers of such Uploaded Data and assume sole responsibility for obtaining licenses to export or re-export as may be required. Verizon shall have no liability for Client failure to comply with such laws, regulations, licenses or other authorizations in relation to the Verizon Portal and/or the Uploaded Data. Notwithstanding any other provision in this Agreement, Verizon shall have the right to terminate this Agreement immediately upon the determination by Verizon that Client is not in compliance with US export laws or violates any government privacy and/or data protection laws.
- Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers and other third parties; explosions and fires; embargoes, strikes and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.
- If at any time continued provision of the Verizon Portal would compromise the security of the Verizon Portal due, without limitation, to hacking attempts, denial of service attacks, mail bombs or other malicious activities, Client agrees Verizon may temporarily suspend the Verizon Portal.
- The failure of a party or Verizon in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

Terms of Use - Verizon Security Assessment Portal

Definitions

- “Agreement” means these Terms of the Verizon Portal as may be amended from time to time and any other documents incorporated by reference.
- “Client” means the legal entity or individual that enters into Agreement with Verizon. Client is also referred to in this Agreement as “You”.
- “Client Account” means an account for the use of the Verizon Portal assigned to a Client.
- “Payment Card Industry Data Security Standards (PCI DSS)” has the definition set forth at <https://www.pcisecuritystandards.org/>
- “Protected Health Information (PHI)” has the definition set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E, as amended from time to time.
- “Uploaded Data” means any files and data that Client Users upload into the Verizon Portal, but not any other data, including, without limitation, registration and relationship information that Verizon collects to do business with Client and to improve the Verizon Portal.
- “User Account” means an individual’s account for use of the Verizon Portal that is affiliated with a Client Account