



Lookout

## Terms of Service (UK users)

*Last Updated: October 1, 2018.*

We are Lookout, Inc., a company registered in the State of California, United States of America and having its registered office at 1 Front Street, San Francisco, California, 94111 ("Lookout", "we", "us", "our").

*These Terms of Service are effective as of October 1, 2018. Please take time to read these Terms of Service carefully.*

*By accessing or using the Lookout Services (defined below), you acknowledge that you have read, understood and agree to be bound by these updated Terms of Service. If you do not agree with these Terms of Service, you are not permitted to access or use any Lookout Service(s) and must immediately stop doing so.*

### Introduction.

Welcome to Lookout and thank you for your interest in our products and services! These Terms of Service set out the legal terms that apply to your use of or access to any Lookout Service, including any Premium Subscription(s) you order from us and contain important information about your rights and obligations in connection with your use of the Lookout Service, so please review it carefully. You should also review our [Privacy Policy](https://www.lookout.com/legal) (available at <https://www.lookout.com/legal>) (the "Privacy Policy"), which provides additional information about our collection and use of User Data which you provide to us directly and that which is collected from your use of the Lookout Service. This explains what personal information we collect when you use the Lookout Services or when you use any of our Premium Subscriptions.

"Lookout Service(s)" means any product, app, software, add-on, extension, website, online service, license code, feature, functionality, content or service that is owned, controlled or provided by Lookout, including our mobile apps (such as the Lookout Mobile Security app), Documentation, support services and Premium Subscription(s) to which you may use or subscribe. Lookout Services may be distributed to you directly by Lookout or through a Lookout-authorized mobile carrier partner, app store partner, reseller, distributor or other channel partner (each, a "Distributor"). In either case, this Agreement governs your use of or access to the Lookout Services.

### Contents of these Terms of Service

To help you find what you are looking for, we have divided these Terms of Service into two (2) parts which you can access by clicking on the links below. These are:

- **Part 1 - Terms of Use** (*which includes the Acceptable Use Policy, the DCMA Policy and any applicable Guidelines*) - These terms apply when you access, browse and use the Lookout Services via our mobile application, whether it is made available on a subscription or free basis. You can view our Terms of Use [here](#).
- **Part 2 - Sale Terms** – These additional terms also apply if you subscribe to a Premium Subscription, You can view the Sale Terms [here](#).

### Contact us

If you need to contact us, please send us an email at [support@lookout.com](mailto:support@lookout.com).

If we need to contact you we will write to you at the email address you provided when you registered with us, or any other details you have provided to us. When we use the words "writing" or "write" in these terms, this includes emails.

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## PART 1 – Terms of Use

These Terms of Use apply to your use of the Lookout Services via our mobile application. Please read these Terms of Use carefully as by accessing, browsing, using or registering with the Lookout Services you confirm that you have read, understood and agree to them. If you don't agree to these Terms of Use, you should not use the Lookout Services.

We recommend you keep a copy of these Terms of Use for future reference.



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## 1. **Changes to these Terms of Use**

We may make changes to these Terms of Use from time to time. Every time you use our Lookout Services, please check these Terms of Use to ensure that you understand the terms that apply to you at that time.

## 2. **Your Account.**

You may need to create a Lookout account (“**Account**”) to place orders for or use certain Lookout Services (or some of their features). You understand that we may send notices, e-mails, statements, announcements and other account-related information to you using the information on your Account, and you hereby consent to us doing so. You agree to give Lookout Account information that is accurate and complete, and you agree to keep your Account information (including any payment information) up-to-date, accurate and complete. You are responsible for the security of your Account, including for keeping any access credentials (such as user IDs, passwords and other access credentials) secure. You must not share your access credentials with any other person or entity and, in case of any security breach, you must promptly notify Lookout and change your access credentials immediately. We will treat all acts performed through your Account as being performed by you. You therefore accept responsibility for all acts done using your Account and may be held liable for losses incurred by us or any other user of the Services caused by someone else using your Account.

## 3. **Use Rights.**

- 3.1. **Legal Consent.** You may use a Lookout Service only if you can form a binding contract with Lookout and are not a person barred from receiving the Lookout Services under the laws of the United States or under English law. To use the Lookout Services, you confirm that: (i) you are at least 18 years of age or an emancipated minor, or possess legal parental or guardian consent and (ii) are fully able and competent, have the legal power, capacity and authority, to enter into this Agreement, and to abide by and comply with it. In any event, if you are under 16, you are not permitted to use any Lookout Service.
- 3.2. **Your Use Rights.** If you comply with these Terms of Use Lookout grants you the right to use the Lookout Service(s) that Lookout makes accessible to you (either itself or through a Distributor), provided you use the Lookout Service solely for your personal, non-commercial use and strictly in accordance with these Terms of Use, including any applicable Guidelines, Documentation (currently available [here](#)) and Usage Limits (as defined below in paragraphs 3.5, 3.6 and 5.3 respectively). You may use Lookout’s mobile apps only on those mobile devices that you legally own and control, and you understand and agree that Lookout may impose Usage Limits on your use as described in paragraph 3.6 below. Your right to use the Lookout Services is limited and personal to you and you must not transfer this right to anyone else. Lookout can: (i) grant other people the same rights to use the Lookout Services as it grants you; and, (ii) revoke your right to use the Lookout Services at any time.
- 3.3. **Basic Registration.** Lookout may make certain Lookout Services available to you without charge, including the download of our mobile app with our basic mobile app features. Our mobile app can be downloaded through the Apple app store or the Google Play store.
- 3.4. **Premium Subscription(s).** Lookout may make certain Lookout Services (such as our mobile apps or premium features) available to you for a fee (each such Lookout Service, a “**Premium Subscription**”). Different terms and conditions will apply to our liability and responsibilities where you purchase a Premium Subscription. You can view these terms and conditions in Part 2 – Sale Terms [here](#). These Terms of Use also apply to your use of the Lookout Service when you purchase a Premium Subscription, unless they conflict with our [Sale Terms](#) in which case the [Sale Terms](#) will take priority.
- 3.5. **Documentation and Support.** We may provide you with access to online FAQs, information, tips and other materials to help you use Lookout Services (the “**Documentation**”, currently available [here](#)).
- 3.6. **Usage Limits.** You understand and agree that, from time to time Lookout may establish and/or modify its general practices and usage limits regarding the Lookout Services (such practices and usage limits, the “**Usage Limits**”). Usage Limits may include the features included in a Premium Subscription package, limits on the number of devices that can be associated with an Account, the number of devices where our mobile app can be installed, and storage limits. The latest Usage Limits are generally available in our Documentation or in the Lookout Service itself. These Usage Limits may vary depending on how you receive Lookout Services, so please contact Lookout’s support with any questions. Lookout will notify you up to 30 days in advance of any reduction in Usage Limits using the contact details provided in your Account Information.



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- 3.7. **Updates and Product Changes.** Unless otherwise specified by Lookout in writing, these Terms of Use will also govern any bugfixes, patches, maintenance releases, upgrades and updates to Lookout Services that Lookout develops and makes available to you (“**Updates**”), and such Updates will be considered “Lookout Services” under these Terms of Use. However, you understand and agree that Lookout has no obligation to provide you with Updates and that any Updates may be made available for a fee or under different or additional terms and conditions, as determined by Lookout. Lookout Services consisting of installable software (such as our mobile app) may update automatically on your device once a new version or feature is available, and you consent to such automatic Updates. If you do not consent to such automatic Updates, please stop using the Lookout Services. We are constantly changing and improving our Lookout Services, so we reserve the right to add or remove functionalities or features, to modify Lookout Services and to suspend or stop a Lookout Service altogether.
- 3.8. **General Restrictions.** The Lookout Services are comprised of works that are owned or licensed by Lookout and are protected by copyright, trademark, trade dress, patent and other US and non-US worldwide intellectual property rights and other applicable laws, rules or regulations. All such rights are reserved. If you abide by these Terms of Use, you may use the Lookout Services only for your own personal non-commercial purposes. You agree not to use the Lookout Services for any other purpose. These Terms of Use do not grant you or any other party any right, title or interest in the Lookout Services or any content in the Lookout Services. You understand and agree that any violations of these restrictions will constitute a breach of these Terms of Use and a violation of Lookout’s intellectual property rights.
4. **User Content, Data and Feedback.**
- 4.1. **User Content.** Some Lookout Services may allow you to post, upload or submit content to us (the “**User Content**”). As between you and Lookout, you own the User Content you post, but you hereby grant Lookout, to the maximum extent permissible under the laws of your jurisdiction, a worldwide, perpetual, non-exclusive, sublicenseable, royalty-free license to Use User Content in order to provide, operate, promote, and improve Lookout Services, to develop new ones and as otherwise stated in these Terms of Use and our [Privacy Policy](#). This license will also apply to any Feedback you elect to provide to Lookout, and you understand and agree that we will have no obligation to pay or credit you for any Feedback. “**Use**” means to host, store, reproduce, publicly display, publicly perform, communicate, publish, license, distribute, share, disclose, make, have made, sell, offer to sell, practice, import, export, execute, adapt, modify, improve, make derivative works of (including by incorporating into other works), disclose and otherwise use and exploit, in any form, media, or technology now known or later developed, and to allow others to do so. “**Feedback**” means any feedback, suggestions, comments, improvements and ideas about Lookout Service(s) or what you might like to see from Lookout in the future, as well as any related code, content and materials that you provide to us. Any User Content that you post will be considered non-proprietary and non-confidential.
- 4.2. **User Data.** When you use Lookout Services, Lookout may collect or receive data, information and code from you and/or the devices where you use the Lookout Services (the “**User Data**”). Our [Privacy Policy](#), together with these Terms of Use, describes our collection and Use of User Data. You hereby consent to the collection and Use of User Data as described in our Privacy Policy and these Terms of Use.
- 4.3. **Responsibility for User Data and User Content.** You are solely responsible for User Content, User Data and your use of Lookout Services. We do not endorse User Content or User Data, have no obligation to monitor any User Content or User Data, and assume no responsibility whatsoever for these materials. In all cases, Lookout reserves the right to remove or disable access to any User Content or User Data without liability to you for any or no reason, including to account for changes to Lookout Services or Usage Limits or to prevent breaches of these Terms of Use, harm to other users, or liability to third parties. Lookout may take these actions without prior notification to you or any third party. You may request deletion of your User Content and/or User Data by submitting a request to [support@lookout.com](mailto:support@lookout.com) stating that you no longer want Lookout to use your User Content and/or User Data. You may also delete your account on the Lookout [settings](#) page. Upon deletion of the account, Lookout will remove all of your associated personal data from the Lookout system. If you request deletion of your User Content and/or User Data we will take reasonable steps to remove your User Content and/or User Data from active use, which may include suppression of your User Content and/or User Data in our systems. However, User Content and/or User Data may persist in our systems, including back-up copies. We may also retain copies of User Content and/or User Data if we are legally required to do so. You are solely responsible for maintaining additional backup of User Content and any User Data, and Lookout is not responsible for loss or destruction of these materials. Please note that your User Data is required for the provision of the Lookout Services. These uses are set out in more detail in our [Privacy](#)



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[Policy](#). Therefore, deletion of your User Data could impact on, limit or prevent us from providing the Lookout Services to you. As such if you are continuing to use the Lookout Services, please read our [Privacy Policy](#) carefully before requesting a deletion.

4.4. **DMCA.** If you are the owner of content, please note that it is our policy to respect the legitimate rights of copyright and trademark owners and (in appropriate circumstances) terminate the Accounts of users who infringe the intellectual property of others, including repeat infringers. We will respond to clear notices of alleged infringement in accordance with our [DMCA Policy](#).

## 5. **Some Additional Rules.**

5.1. **Acceptable Use.** You agree to abide by our [Acceptable Use Policy](#) (available below) and confirm that the User Data, User Content and your use of any Lookout Service will not: (i) violate any local, state, federal, domestic or international law, rule or regulation; (ii) harm any person or entity; (iii) infringe any person or entity's rights (including intellectual property, privacy, publicity and other rights); or (iv) violate these Terms of Use.

5.2. **Third Party Products.** Some Lookout Services may link to, be installed on or be provided with products, apps, software, add-ons, extensions, websites, online services, features, functionality and/or content that is owned or controlled by third parties (such items, the "**Third Party Products**"). For example, our Locate service could identify a missing device using Google Maps. Third Party Products may be governed by terms of service, privacy policies, and other agreements between you and the provider of such products over which Lookout has no control or responsibility. Please see our [Privacy Policy](#) for further details of how personal data is handled when collected by Third Party Products.

5.3. **Other Service-Specific Terms.** Our Lookout Services are very diverse, so sometimes we may provide additional terms, conditions and guidelines (collectively, the "**Guidelines**") applicable to a particular Lookout Service (or particular features). If you access or use such Lookout Services, we will provide you with the additional Guidelines that apply (by email, by contacting you using your Account Information) and those Guidelines will become part of your agreement with us and are incorporated by reference into these Terms of Use.

## 6. **Termination and Suspension.**

6.1. We may cancel our contract with you at any time and terminate or suspend your Account and/or your access to the Lookout Services, without prior notice and without liability, for any or no reason, including if we determine in good faith that: (a) you have violated these Terms of Use, (b) you have infringed third party rights or any applicable laws, rules or regulations, (c) if you are using the basic free service, you have not actively used the Lookout Service for a continuous period of 90 days or more, or (d) you have failed to pay fees owed to Lookout. We will make a reasonable attempt to notify you of any termination or suspension of your access to the Lookout Services using the information on your Account or through the Lookout Service itself. However, we reserve the right to terminate access to Lookout Services at any time, with or without notice.

6.2. **Effect of Termination.** You acknowledge and agree that upon suspension, termination or expiration your ability to access User Content and/or User Data will cease and that Lookout will have no obligation to store any such items or provide them to you (unless required to by law). If we terminate your access to Lookout Service(s), your license rights shall terminate and you must: (i) immediately cease any use of the applicable Lookout Service(s) and (ii) delete (or, at our request, return) any and all copies you have of the applicable Lookout Service (if any).

6.3. **Survival.** Any paragraphs of these Terms of Use which need to survive termination in order to give effect to their meaning shall remain in full force and effect after termination, including this paragraph 6.3 and paragraphs 4, 5.2, 6.2, 7, 8 and 9.

## 7. **Intellectual Property Rights.**

7.1. **Lookout Technology.** Despite any use of the words "purchase", "sale" or similar terms, the Lookout Services are being licensed to you on the terms of these Terms of Use, not sold. Notwithstanding anything to the contrary herein, Lookout (or the Lookout Entities (defined in paragraph 8), as applicable) retains all rights (including all intellectual property rights) in and to the Lookout Services, any content, data, results, information, analysis or output generated by or that you obtain from a Lookout Service, and any Updates, modifications or derivative works of any of the foregoing, including as may incorporate any Feedback.

7.2. **Open Source.** Sometimes Lookout may provide you with software, such as mobile apps, that may include components subject to a so-called "open source" software license (such components, "**Open-Source**



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**Components**”). To the extent required by the license terms covering the Open-Source Components, those license terms will apply in lieu of the license terms and restrictions of paragraph 3; however, the remaining sections of these Terms of Use, including paragraph 8 (Disclaimers and Limitations of Liability), will continue to apply to all components of the Lookout Services, including Open-Source Components. The license terms to all Open-Source Components used in the Lookout Service are available from within the app under About Lookout/Legal.

## 8. Disclaimers and Limitations of Liability.

*Please read the following provisions carefully, as they explain our liability to you. “**Lookout Entities**” means: (i) Lookout, its parents, subsidiaries, affiliates and related companies (collectively, the “**Lookout Companies**”); (ii) the Lookout Companies’ officers, directors, employees, agents, contractors and representatives; and (iii) the Lookout Companies’ Distributors, licensors, suppliers, service providers and data providers (including without limitation our providers of hosted services and Identity Protection Services), and their parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, contractors, representatives and data providers.*

- 8.1. If Lookout fails to comply with these Terms of Service, Lookout is responsible for loss or damage you suffer that is a foreseeable result of Lookout's breach of these Terms of Service or as a result of Lookout's negligence, but Lookout is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and Lookout at the time we entered into these Terms of Service. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.2. Lookout only provides the Lookout Services, and associated products and services made available by Lookout via these Lookout Services, for your domestic and private use. You agree not to use the Lookout Services and associated products and services made available by Lookout for any commercial, business or re-sale purpose, and Lookout has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.3. If defective digital content that we have supplied under these Terms of Service damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

## 9. Other important terms

- 9.1. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 9.2. Even if we delay in enforcing these Terms of Use, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking these Terms of Use, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Lookout Services, we can still require you to make the payment at a later date.
- 9.3. These Terms of Use (and any rights and licenses granted herein) may not be transferred by you, and any transfer by you is not valid without the consent of Lookout. Lookout may transfer its rights and obligations under these Terms of Use to another organization.
- 9.4. Any notice under these Terms of Use must be given in writing. The parties agree to receive all communications, agreements, and notices in connection with any Lookout Service (“**Communications**”) electronically, including by e-mail, text, in-app notifications, or by posting on the Lookout website, our mobile app or other parts of the Lookout Service. The parties agree that notices delivered electronically satisfy any legal requirement that such Communications be in writing. You further agree that we are not responsible for your failure to receive notices if you fail to keep your Account information accurate and complete or if you filter our Communications. Communications will be deemed given on the day sent.
- 9.5. Lookout reserves the right to cooperate with any law enforcement or similar government inquiry as described in our [Privacy Policy](#).



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- 9.6. The Lookout Services are subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your access to or use of the Lookout Services. You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Lookout Services or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of the United States or any foreign government, agency or authority. You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that none of User Content or User Data is controlled under the US International Traffic in Arms Regulations. The Lookout Services may not be used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.
- 9.7. These Terms of Use are between you and Lookout only, not with any of our Distributors, and our Distributors are not responsible for the Lookout Services or the content thereof. However, you acknowledge and agree that Lookout Entities are intended beneficiaries of these Terms of Use and have the right to enforce these Terms of Use directly against you. Except as specified in this paragraph, there are no third-party beneficiaries of these Terms of Use.
- 9.8. Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. The parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

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### Acceptable Use Policy

*Last Update: November 15, 2016*

This document is our Acceptable Use Policy. It is part of our Terms of Service (currently available at [www.lookout.com/legal/terms](http://www.lookout.com/legal/terms)) and applies to all Lookout Services (as that term is defined in our Terms of Service). By accepting our Terms of Service or using or accessing any Lookout Service, you agree to comply with this policy. In connection with your use of any Lookout Service, you agree not to:

1. Post, use or transmit abusive messages, defamatory, libelous, false or misleading statements, hate speech, or messages that incite or threaten violence;
2. Post, use or transmit any content that is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable;
3. Harass, annoy, intimidate or threaten other users of the Lookout Services or employees, contractors or agents of Lookout or its service providers;
4. Transmit spam, chain letters, or other unsolicited email;
5. Impersonate another person, misrepresent your affiliation with another person or entity, engage in fraud, or hide or attempt to hide your identity;
6. Access any part of the Lookout Service that you are not authorized to access;
7. Access any part of the Lookout Service, or any content or data therein, through any technology or means other than those expressly provided to you by Lookout;
8. Access any part of the Lookout Service, or any content or data therein, through technologies such as "scraping tools," "robots," "spiders" or "offline readers," or through any system that sends more request to Lookout's servers than a human can reasonably produce in the same period of time;
9. Use a Lookout Service in a manner that interferes or may interfere with the normal functioning, security, integrity or operation of the Lookout Service;
10. Upload or transmit invalid data, viruses, worms, harmful code, malware, or other software agents;
11. Decipher or decrypt transmissions from any Lookout Service, circumvent or disable (or attempt to circumvent or disable) any access, authentication, copy restrictions or other feature of any Lookout Service, attempt to access or use



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the Lookout Services through means other than those we expressly provide to you, or otherwise attempt to compromise or violate the security of any Lookout Service or its components (including another user's account);

12. Attempt to identify, probe, scan or test any vulnerability of any part of the Lookout Service(s) without Lookout's signed, written authorization;
13. Attempt to modify, or gain unauthorized use of or access to, another user's account(s), website(s), application(s), system(s), equipment or data;
14. Collect or harvest any personally identifiable information (including account names) from any other user;
15. Use any Lookout Service in violation of any applicable law or regulation, including intellectual property and privacy laws in applicable jurisdictions;
16. Post, use or transmit any content, data or materials that violate applicable laws or regulations or any third party rights (including any intellectual property, privacy or publicity rights); and/or
17. Attempt or facilitate violations of any of the foregoing.

Without limiting any other remedies available to it, Lookout may in its sole discretion suspend or terminate access to the Lookout Service for violations of this Acceptable Use Policy (as determined by Lookout), to prevent harm to other parties, or to preserve our security, availability or integrity.

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### DMCA Policy

*Last Update: November 15, 2016*

Lookout respects intellectual property rights and expects its users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Lookout's Copyright Agent a notice containing the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that has allegedly been infringed; (ii) specific identification of each copyrighted work or other intellectual property that you claim has been infringed; (iii) identification of where the allegedly infringement material resides on the Lookout Service, (please be as detailed as possible and include an URL where applicable); (iv) contact information for the complaining party, including name, address, telephone number and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You may send your claims of copyright or other intellectual property infringement to Lookout's Copyright Agent: (a) by mail to Lookout – Copyright Agent, 1 Front St #3100, San Francisco, CA 94111 or (b) by email to [legal@lookout.com](mailto:legal@lookout.com), ATTN: COPYRIGHT AGENT.

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### Part 2 – Sale Terms

These Sale Terms apply to any orders for a Premium Subscription that you place with us. Please read these Sale Terms carefully before ordering a Premium Subscription from us. By placing an order for a Premium Subscription you confirm that you have read, understood and agree to these Sale Terms. If you do not agree to these Sale Terms, you must not place an order for a Premium Subscription.

These Sale Terms are supplemental to the [Terms of Use](#), which shall apply equally to a Premium Subscription, unless they conflict with the [Terms of Use](#), in which case the Sale Terms will take priority.

We recommend you keep a copy of these Sale Terms for future reference.

#### 1. Changes to these Sale Terms



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We reserve the right to change and update these Sale Terms from time to time and recommend that you revisit this page regularly to keep informed of the current terms and conditions. However, the Sale Terms that apply to our contract for any purchase shall be those that were in force at the time our contract was formed.

### 2. Purchases

- 2.1 You can order a Premium Subscription to the Lookout Service. Premium Subscriptions are provided to you for a monthly, annual or other subscription term specified at the time you place your order (the “**Subscription Term**”) and paragraph 9 below details your right to end the contract. With respect to Premium Subscriptions, the rights granted to the Subscription Service: (i) are subject to our receipt of payment of the applicable fees (either directly from you or from the Distributor through whom you purchased the product) and (ii) end when your Subscription Term is cancelled, expires or terminated.
- 2.2 Trials. From time to time, we may offer trials of Premium Subscriptions for a specified period without payment or at a reduced rate (a “**Trial**”). Lookout reserves the right, in its discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice.

### 3. Placing Orders

- 3.1 To make a purchase through the Lookout Service, simply activate a Premium Subscription featured on our mobile app. Your order will be placed when you complete the purchase process to confirm your payment. Purchases and payments are made via the Apple app store, the Google Play store, Braintree (credit card) or in some cases through a carrier purchase.
- 3.2 Acceptance of your order takes place when you receive an acknowledgment/confirmation of your order. Once your order is accepted in full or in part, it creates a legally binding contract between you and us which will be subject to these Sale Terms.
- 3.3 If we are unable to accept your order we will inform you of this. For example, this might be because the Premium Subscription is not currently available or because we have identified an error in your order or payment information.

### 4. Subscriptions

- 4.1 Renewal. Subscription notifications that you are due for a renewal are sent by Lookout 14 days prior to the end of your current term. To opt-out of a renewal you must cancel your subscription no less than twenty-four (24) hours BEFORE the end of the current term.
- 4.2 You must not exceed the limits of your Subscription without our prior agreement.
- 4.3 You must not do anything to interrupt or that could have a detrimental effect on any content which we provide to you as part of a Premium Subscription.
- 4.4 If you purchase a Premium Subscription from us, we will supply the digital content to you until either the services are completed, or the Premium Subscription expires (if applicable), or you end the contract in accordance with paragraph 9, or we end the contract by written notice to you.

### 5. Privacy

Where we process personal data in the provision of a Premium Subscription, we will do so in accordance with our [Privacy Policy](#) .

### 6. Price and Payment

- 6.1 Fees. If you place an order for a Premium Subscription, you agree to pay the applicable fees either monthly in advance or at a discounted annual rate if paid in full in advance. You can choose your preferred selection at the time of making your purchase. The price of a Premium Subscription (which includes VAT) will be the price indicated on the order pages when you place your order directly through the Lookout app. We take all reasonable care to ensure that the price of the product advised to you is correct. However, it is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced.
- 6.2 Billing Methods. We accept payment through the Apple App Store, Google In-App and Braintree (credit card). Payments made through these services are subject to the terms, stated on those stores - Lookout has no control over





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the types of payment the stores accept nor the terms payments are made on. For Premium Subscriptions, you must pay for the initial period of the Premium Subscription in advance before you access it, and using your credit card we will automatically charge the applicable fees plus any applicable taxes (if not already included in the price) to your credit card at the time of placing your order for the entire Subscription Term. We will charge you for the initial period of each renewal period no sooner than twenty-four (24) hours before the commencement of that renewal period using the payment details provided at the time of the original order and subsequently, we will automatically charge the applicable fees plus any applicable taxes to your credit card for the entire renewal term. If your credit card reaches its expiration date, your continued use of the Premium Subscription constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. If you order any Lookout Services from a Distributor (such as from your wireless operator using carrier billing, by purchasing our mobile app using app-store billing or by purchasing a license key from a Distributor), you may make applicable payments to the Distributor subject to the terms and conditions between you and that Distributor, but your use of Lookout Services remains subject to these Terms of Service.

- 6.3 **Failure to Pay.** If you fail to timely pay any fees, if we are unable to process your payment, or if we do not receive our corresponding payment from the Distributor from whom you purchased the Premium Subscription, Lookout at its option may suspend or terminate your right to use the Premium Subscription. Regardless of such termination or suspension, you will be responsible for paying all past due amounts.
- 6.4 We are entitled to increase our prices for Premium Subscriptions from time to time during the period of your Subscription. If we do this we will tell you of the increase. This increase will only apply from the start of the next renewal period and you may choose not to renew your Subscription if you do not agree with the price increase. We will supply the Premium Subscription services until the Subscription expires.
- 6.5 If any payment due to us is not paid on time, we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the National Westminster Bank from time to time. This interest shall accumulate on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount.
- 6.6 If you think we have incorrectly charged you please contact us promptly to let us know.

## **7. Availability**

Where you purchase a Premium Subscription, we ensure that such service is fit for purpose, as described and of satisfactory quality.

There may be times when we need to suspend access to a Premium Subscription, for example for maintenance purposes. We may also need to make changes or updates to a Premium Subscription from time to time, for example due to changes in the content available through a Premium Subscription. We will try to give you notice of any suspension and any changes or updates.

## **8. If there is a problem with the Lookout Service**

- 8.1 If you have any questions or complaints about the Lookout Service, please contact us. You can write to us at [support@lookout.com](mailto:support@lookout.com).
- 8.2 If you are a consumer, we are under a legal duty to provide Products to you that conform to our contract. Nothing in these Sale Terms, shall in any way affect your legal rights. This is a summary of your key legal rights:
- the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality;
  - If your digital content (downloadable content) is faulty, the terms of paragraph 9 of these Sale Terms will apply.



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## 9. Your Rights to Cancel

- 9.1 You can always end your contract with us, but your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract. You can use the Model Cancellation Form (a copy of which is attached to this contract at the Schedule) to cancel our contract, but you are not under an obligation to do so.
- 9.2 You have a right to cancel our contract within certain time limits, without any penalty to you and you shall be entitled to a refund of the price. This is your right of "cooling-off". You can do this by writing to us at the email address given above including the details of what you bought, your name and registered email address.
- 9.3 If you have purchased a Premium Subscription once you activate the app, you will no longer have a right to cancel your purchase. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

## 10. Our Rights to Cancel

- 10.1 We may cancel our contract at any time by writing to you if:
- (a) you don't make any payment to us when it is due, and you still don't make payment within seven (7) days of us reminding you that your payment is due;
  - (b) you don't comply with the [Terms of Use](#); or
  - (c) you don't comply with these Sale Terms, and you don't resolve this within seven (7) days of us requesting you to.
- 10.2 If we cancel our contract we will refund any element of the price that you have paid in advance for a Premium Subscription we haven't provided but we may deduct or charge you a reasonable amount for any costs we will incur as a result of you breaking our contract.
- 10.3 We may, in our discretion, write to you to let you know that we are going to stop providing a Premium Subscription. We will let you know at least 30 days before stopping the supply and will refund any element of the price that you have already paid for the Premium Subscription, which will not be provided (but taking into account that which has been provided to that point).

## 11. Effect of Cancellation

- 11.1 We will make any refunds due to you as soon as possible using the same means of payment as you initially used to pay us (unless this is not possible, in which case we will use a suitable alternate means).
- 11.2 Where you are a consumer exercising your right of "cooling-off", we will make your refund within fourteen (14) days of your telling us you are cancelling under your right of "cooling off".
- 11.3 Any paragraphs of these Sale Terms which need to survive termination in order to give effect to their meaning shall remain in full force and effect after termination, including paragraphs 6.1, 6.3, 6.6, 6.7, 11 and 12.

## 12. Other important terms

- 12.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 12.2 Even if we delay in enforcing these Sale Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Sale Terms, or if we delay in taking steps against you in respect of your breaking these Sale Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Lookout Services, we can still require you to make the payment at a later date.
- 12.3 These Sale Terms (and any rights and licenses granted herein) may not be transferred by you, and any transfer by you is not valid without the consent of Lookout. Lookout may transfer its rights and obligations under these Sale Terms to another organization.



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- 12.4 Any notice under these Sale Terms must be given in writing. The parties agree to receive all communications, agreements, and notices in connection with any Lookout Service (“**Communications**”) electronically, including by e-mail, text, in-app notifications, or by posting on the Lookout website, our mobile app or other parts of the Lookout Service. The parties agree that notices delivered electronically satisfy any legal requirement that such Communications be in writing. You further agree that we are not responsible for your failure to receive notices if you fail to keep your Account information accurate and complete or if you filter our Communications. Communications will be deemed given on the day sent.
- 12.5 These Sale Terms are between you and Lookout only, not with any of our Distributors, and our Distributors are not responsible for the Lookout Services or the content thereof. However, you acknowledge and agree that Lookout Entities are intended beneficiaries of these Sale Terms and have the right to enforce these Sale Terms directly against you. Except as specified in this paragraph, there are no third-party beneficiaries of these Sale Terms.
- 12.6 Each of the paragraphs of these Sale Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect. The parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
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## SCHEDULE TO PART 2 – SALE TERMS

### MODEL CANCELLATION FORM

*(Complete and return this form only if you wish to withdraw from the contract)*

To LOOKOUT INC., [support@lookout.com](mailto:support@lookout.com)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

E-mail address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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