

# General Terms of Service

Effective from: May 26, 2025

## 1. Business agreement

These General Terms of Service ("General Terms") govern access to and use of NordPass Business or NordLocker Business services, which include relevant software and any services that NordPass or NordLocker provide to Customer through its business-related software, applications or otherwise (all of which are collectively referred to as the "Services"). The General Terms shall always be read and applied together with the applicable Service Specific Terms (see Section 2 of the General Terms below) (collectively, the "Terms").

The Terms are between the organization agreeing to these Terms ("you" or "Customer") and Nord Security Inc. ("we", "us", "our" or "Nord").

Please note that the Terms constitute a binding legal agreement between you and Nord. By visiting the website, registering for, installing and (or) using any of the Services on any platform or device you agree to be bound by these Terms. It is only under these Terms that Nord allows Customers to use Services. If you do not agree to these Terms or any provisions hereof, please do not install and do not use our Services.

When you are agreeing to Terms for use of the Services by an entity, you are agreeing on behalf of that entity. You must have, and hereby you confirm that you have, the authority to bind that entity to these Terms, otherwise you must not sign up for the Services.

Services are developed for use of businesses and organizations. To the maximum extent permitted by law you hereby acknowledge and agree that consumers' laws are not applicable to these Terms.

You are not allowed to access and use Services if you are a competitor of our business and (or) are using our Services in order to gain information to be used for unfair competition, if you have been or are prohibited to access the Services, or if your account has been suspended or closed due to any reason.

For information about how we process data about you and your use of our Services, please see our Privacy Policy, which is published here: <https://business.nordsec.com/legal/privacy-policy/> and is hereby incorporated into and subject to provisions of these Terms by this reference.

## 2. Services

**Service Specific Terms.** Our certain Services (the following products: NordPass Business and NordLocker Business) require additional terms and conditions. Your use of our Services specified below are subject to these General Terms and the following Service Specific Terms ("Service Specific Terms"):

1. NordPass Business Additional Terms
2. NordLocker Business Additional Terms

By using the Services, you also agree to the Service Specific Terms applicable to the respective Service(s). If there is any conflict or inconsistency between clauses in the General Terms and Service Specific Terms, the Service Specific Terms govern and apply in relation to that specific Service(s).

Under Terms, at your individual request and at your sole discretion we provide Services for your exclusive use. Nord is a provider of the Services, but its Customers have a duty to comply with all applicable laws and regulations when using the Services. Nord will not be liable in any way or form for actions done by its Customers while using Services, including criminal liability and civil liability, for harm executed, intended or otherwise.

**Software.** To access and use our Services, you may be required to download and install our Software on a device. Pursuant to these Terms, "Software" means any mobile and desktop software applications and any other software (including any releases, updates, enhancements, or revisions) and any documentation that accompanies or is made available in connection with such software provided by us to you for your use of the Services.

**License to use Services.** We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable, fixed-term, worldwide license to: (1) download and use our Software; and (2) use our Services, including, without limitation, the products and services made available on or through our Software or Website(s). No other right or license, express or implied, of any kind, is granted to you hereunder with respect to the Services or the Software. The license provided herein is effective until terminated. This license automatically terminates if you fail to comply with these Terms.

**Support.** Nord will provide business support to Customer's administrators and end users. For the purpose of these Terms, "end user" means users of the Customer's Services account. Customer may create end user accounts through the admin panel(s). Customer is responsible for maintaining the confidentiality and security of passwords and accounts and managing access to the admin panel(s). Nord is not responsible for internal management or administration of Services for Customer.

Customer will, at its own expense, be responsible for providing support to its end users regarding issues that are particular to end users' access to Services (e.g., resetting passwords, suspending accounts). Customer will use reasonable efforts to resolve any such support issues before escalating them to Nord.

Each Customer must assign the owner role to one or more of its end users. Owners are responsible for managing the organization's billing, central security features, member lists, member permissions and other settings affecting the whole organization. The Customer warrants and represents that the assigned owner has the full authority to manage the Customer's account. Due to security reasons, certain requests to manage the organization may only be raised by the organization owner, and any requests made by end users with insufficient privileges may be refused by Nord at its sole discretion. More information about end user roles can be found in the [Whitepaper](#).

### 3. Customer obligations

Customer is responsible for (a) duly payment of all fees relating to Customer's (including its end users) use of the Services; (b) administering all end users' access to Services and promptly notifying Nord of any unauthorized use of or access to the Services; (c) secure preservation of master passwords and recovery codes for the admin account and end users' accounts; (d) maintaining the confidentiality and security of passwords and accounts and managing access to admin panel; (e) maintaining the accurate and current account and contact information for each admin account; and (f) ensuring that any and all use of Services complies with the Terms and applicable laws.

**Restricted uses.** Customer will not, and will ensure that end users or its affiliates do not: (a) offer for sale or lease, sell, resell or lease access to the Services; (b) attempt to reverse engineer Services or any software or other components used therein or assist anyone else in doing so; (c) use Services in a manner or under circumstances where use or failure of Services could lead to death, personal injury, physical or property damage, or use Services for purposes that otherwise require significant safety precautions; (d) use Services in a manner that would violate applicable laws or distribute any malware or malicious content; (e) attempt to create a substitute or similar service through the use of, or access to, the Services or the Software; (f) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by the Services or the Software) to access or use the Services; (g) use Services for crawling, scraping or other such automated means in any form or scale; (h) violate general ethic or moral norms, good customs and fair conduct norms; (i) use Services to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (j) establish an account on the Services as an individual for personal, family, or household purposes; or (k) otherwise infringe or circumvent the Terms.

Nord does not tolerate any unlawful, illicit, criminal or fraudulent activities perpetrated by using the Services. Customer has the sole control to select the persons and enable them to use the Services, effectively making them end users. Customer is therefore responsible for use of the Services by respective end users. Customer will (and Customer will make sure its end users will) comply with laws

and regulations applicable to Customer's use of the Services. Customer will not take any action that would cause Nord to violate any applicable laws. It is Customer's responsibility to know and comprehend any and all relevant laws related to any jurisdiction or venue that concerns Customer or any of its end users, their actions and their use of Nord. If an end user: (a) violates the Terms; or (b) uses Services in a manner that Nord reasonably believes will cause its liability, then Nord may request respective Customer to suspend or terminate the end user's account. If Customer fails to promptly suspend or terminate such end user's account, then Nord may suspend or terminate it itself. Such failure to act by Customer might be treated as a material breach of Terms at the sole discretion of Nord.

**Export and Sanctions Compliance.** Customer represents and warrants that, throughout the entire duration these Terms apply, neither it nor any of its direct or indirect shareholders, beneficiaries, principals, executives, employees, agents, or its end users are (i) subject, directly or indirectly, to any sanctions or restrictive measures administered or enforced by the United Nations, the United States of America, the European Union and/or its Member States, the United Kingdom, or any other applicable governmental authority (collectively, "Sanctions"), nor (ii) located, organized, or resident in any country or region that is subject to comprehensive Sanctions or embargoes, including but not limited to Belarus, Cuba, Iran, North Korea, Russia, Syria, or the restricted regions of Ukraine.

Customer further acknowledges that the export, re-export, transfer, or use of the Services and related technologies ("Controlled Items") may be subject to export control and sanctions laws of the United States, the European Union, its Member States, and any other applicable jurisdiction. Customer agrees to comply fully with all such laws and regulations, including not exporting, re-exporting, or otherwise transferring any Controlled Items (a) to any prohibited country, entity, or individual without obtaining any required government authorizations or (b) in violation of applicable sanctions or export control laws. Customer also agrees to inform Nord immediately in writing if it or any party listed in this clause becomes subject to Sanctions or if any of the representations or warranties made in this clause are no longer accurate.

In the event of any breach of this clause, Nord reserves the right to suspend or terminate the Services immediately and without prior notice. Any such breach will be considered a material violation of these Terms.

#### **4. Ownership. Intellectual property rights**

By accessing and using Nord's website ("Websites") and/or by using Services and/or Software, you accept and acknowledge that the Services, including, but not limited to, the appearance, content, selection, assembly and functionality and any other parts or specifics of the Website and Services, are the sole ownership of Nord (despite whether the specific content is individually protected by copyright or other intellectual property rights).

Except as expressly set forth herein, these Terms do not grant either party any rights, implied or otherwise, to the other party's intellectual property. No title to or ownership of or any other rights in or to the Services or the Software is transferred to Customer under the Terms.

**Name and Trademarks.** Customer hereby grants to Nord a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use (including but not limited to reproduce, modify, and make available online) Customer's name, primary logo, or other trademarks solely for the purpose of identifying you as our Customer, with or without your testimonials and without any other restrictions. Rights granted in the previous sentence include but are not limited to our right to include you in any case study and/or customer list on our website, application, or otherwise. This information shall not be deemed Confidential Information.

**Feedback.** You hereby grant us a perpetual, irrevocable, worldwide license to use any Feedback you communicate to us during the Subscription Period, without compensation, without any obligation to report on such use, and without any other restriction. "Feedback" refers to any suggestion, comment, recommendation, or idea arising out or in connection with the performance of these Terms, including without limitation all intellectual property rights in any such suggestion, comment, recommendation, or idea.

**ePHI and HIPAA.** Unless and until the parties have executed a Business Associate Agreement (“BAA”), Customer shall not, and shall not permit any end users to, upload to the Services or use the Services to process any electronic protected health information (“ePHI”) governed by the Health Insurance Portability and Accountability Act, as amended (“HIPAA”). If the parties enter into a BAA, Customer acknowledges and agrees that Nord, in accordance with Service documentation, may disable, restrict, or otherwise modify certain features or functionality of the Services in order to comply with HIPAA. Customer may request a BAA by contacting their account manager or Customer Support.

## 5. Third Parties

**Third-Party Requests.** Customer acknowledges and agrees that it is responsible for responding to a request from a third party for records relating to Customer's or an end user's use of the Services (including but not limited to criminal or civil subpoenas or other legal process requesting Customer or end user information) (“Third-Party Request”). If Nord receives a Third-Party Request, Nord will, to the extent allowed by law and by terms of the Third-Party Request, direct the third party to Customer to pursue the Third-Party Request. Nord retains the right to respond to Third-Party Requests for Customer information where Nord determines, in its sole discretion, that it is required by law to comply with such a Third-Party Request.

**Third-Party Integrations.** The Services may allow you to access third-party services. You acknowledge and agree that if you access or otherwise interact with third-party services (such as Single Sign-On (SSO) and/or other integrations), you do so at your own risk. Nord does not license any intellectual property to you as part of any third-party integrations. You agree to assume all risk and liability arising from your use of these third-party services and that Nord is not responsible for any issues arising from your use of them. Nord is not responsible or liable to you or others for information or services provided by third-party services. You are responsible for complying with all terms, conditions, and policies imposed by the third-party service provider. Any third-party service terms do not modify these Terms. We cannot guarantee the continued availability of integrations of third-party services with the Services and may cease providing integration with a third-party service without entitling you to any refund, credit, or other compensation, if, for example, and without limitation, the provider of a third-party service ceases to make the third-party service available for integration with the Services in a manner acceptable to us.

**Purchase Through Authorized Partners.** Customers may purchase the Services through authorized partners, such as distributors, MSPs, or resellers (“Authorized Partner”). If a Customer purchased the Services through an Authorized Partner, then (a) payment obligations related thereto shall be between the Customer and the Authorized Partner and not Nord, (b) Customer will have no direct payment obligations to Nord, (c) Customer's use of the Services is subject to these Terms. Nord may terminate these Terms (including the Customer's right to use the Services) if: (1) the Customer breaches any of its payment obligations to the Authorized Partner relating to these Terms, (2) Nord does not receive payment for Customer's use of the Services from the Authorized Partner, and/or (3) in other cases established in these Terms. Any terms agreed between Customer and the Authorized Partner that are in addition to or inconsistent with these Terms are solely between Customer and the Authorized Partner. No agreement between Customer and an Authorized Partner is binding on Nord, nor will it have any force or effect with respect to the use of the Services.

**Third-Party Services.** Customer acknowledges and agrees that Nord uses third-party service providers to provide the Services and will not be held liable for third-party service providers' actions or inaction beyond reasonable Nord control.

## 6. Payments

CUSTOMER ACKNOWLEDGES THAT CUSTOMER AND ITS END USERS MAY LOSE ACCESS TO SERVICES IN THE EVENT THAT CUSTOMER FAILS TO PROVIDE TIMELY PAYMENT.

**Payment Term.** All our paid Services are subscribed on a Subscription Period basis. Customer chooses the Subscription Period and the payment method when signing up for the Services. In case it is technologically available depending on the selected payment method, subscription to the Services and, therefore, payments will be recurring, meaning that your chosen payment method will be charged at the beginning of each new Subscription Period, repeating the length of the previous Subscription Period,

unless you decide to cancel your subscription for the Services. By submitting your payment details to make a purchase of the Services, you express your consent for the automatic renewal of the Services. Fees are non-refundable except as required by law or as otherwise specifically permitted in these Terms.

## 7. Refunds

**Refund Policy.** Nord values its customers' satisfaction. While we understand that there may be circumstances under which you may feel compelled to request a refund, we seek customers' full satisfaction with our Services and we would like to troubleshoot any issue that you experience first. Many service issues, such as configuration problems, can be quickly addressed by our customer support team, ensuring your optimal use of our services. If you're still dissatisfied, this refund procedure outlines our commitment to clarity and fairness while protecting our business interests.

**Eligibility for a Refund.** Customer is eligible to claim a refund under the following conditions:

- (1) A refund request is made within 14 (fourteen) calendar days of your initial purchase date for our Services. Initial purchase means the first-time purchase and the earliest created order for a Customer;
- (2) Refunds will not be provided for any additional services, features, add-ons, or renewals purchased during the Subscription Period.

**Refund Process.** To request a refund, please follow these steps:

- (1) Send an email to [support.business@nordpass.com](mailto:support.business@nordpass.com)
- (2) Provide your refund request and a detailed reason for the refund.

Our team will review your request and respond with instructions on how to proceed. Refunds will be processed back to the original method of payment, subject to any currency exchange fluctuations, fees, or deductions as required by the payment provider, all of which shall be borne by the Customer.

**Exceptions to Refunds.** Refunds shall not be provided in the following situations:

- (1) If your account was suspended or terminated due to a violation of our Terms;
- (2) For payments made using cryptocurrency, prepaid cards, or gift cards;
- (3) For the Services purchased through Authorized Partners. Nord is not responsible for and does not control the refund policies of Authorized Partners. Any refund requests for such purchases should be directed to the Authorized Partner from which the service was purchased in accordance with their refund policies;
- (4) If a refund was already issued for the Customer. In such case, any subsequent purchases of the Services shall not be eligible for another refund.

## 8. Taxes.

Any fees charged by us are exclusive of taxes. We may calculate and add any taxes and/or additional fees, including, but not limited to sales tax, value added tax and other taxes or fees under laws applicable to you. Such taxes and fees will be calculated according to the billing information provided by you to Nord at the time of purchase.

Each party shall be responsible for paying all local, state, federal or foreign taxes, duties or levies, due in relation to amounts collected by it. All payments to be made under the Terms shall be free and clear of any and all taxes, levies, duties, imports, fees or other charges. Where any sum due to be paid hereunder is subject to any withholding tax, the Customer may be entitled to deduct it from the amount payable to Nord under the condition that it duly provides Nord with the proper required certificate and shall take all other actions to enable Nord to take advantage of any applicable double taxation agreement or treaty.

**Payments by Third Parties.** All fees for the Services rendered under these Terms must be paid directly by the Customer. Third-party payments will not be accepted without the prior written approval of Nord.

**Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, annually, or otherwise), you agree that (i) the Services will auto-renew until you cancel them, (ii) you are authorizing recurring payments, (iii) payments will be made to Nord by the method and at the

recurring intervals you have agreed to, (iv) you will be charged, and you will have an obligation to pay the then-current price of the Services valid at the time of your renewal unless agreed otherwise in writing.

**Free Trials.** In some cases, we or others on our behalf may offer a free trial for our paid Services prior to charging your payment method for internal testing and evaluation purposes ("Free Trial"). We determine your Free Trial eligibility at our sole discretion, and to the extent permitted under applicable law, we may limit or withdraw the Free Trial option at any time without notice. Free Trial is granted for a limited period as specified in our communication. Free Trial is provided "as is" and is not covered under Nord's warranties or indemnities. If you purchase a paid Subscription Period while a Free Trial is still active, the paid Subscription Period will begin immediately, and any remaining Free Trial period will automatically end at that time.

**Changes in Fees.** We may change the price of our Services from time to time and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any charge increase for the same Service would not apply until the expiration of your then-current billing cycle unless otherwise specifically provided in our notice to you and would become effective no sooner than the next time you would be charged for that Service. If you do not agree with the new price or other applicable charges, you may elect not to renew your Service subscription before the price change goes into effect, such cancellation becoming effective at the expiration of your then-current Subscription Period.

**Service Plan Modifications.** If the Customer opts to modify the Services plan or add additional subscriptions during the Subscription Period, such modifications or additions shall be purchased on a prorated basis for the remainder of the Subscription Period. Upon renewal of the Subscription Period, the Customer shall be invoiced in accordance with the prevailing terms and pricing applicable at the time of renewal.

**Transition to Standard Pricing.** The initial Subscription Period may be offered at a discounted introductory price. After the first period, your Services subscription will be renewed automatically, and you will be charged then-current price valid at the time of your renewal unless otherwise agreed in writing.

**Term.** These Terms shall be effective upon the date they are accepted by the Customer and, if the Service period was not renewed, until the end of the subscription period chosen by the Customer upon registration ("Subscription Period"), unless and until terminated in accordance with these Terms.

**Automatic Renewals.** Following the initial Subscription Period, the subscription to the Services will automatically renew either (a) repeating the length of the previous Subscription Period, or (b) in our absolute discretion, for a shorter term than the previous Subscription Period. Automatic renewal may be disabled in accordance with the procedure set out below. If you do not cancel the subscription in due course, your Services will be renewed for the upcoming Subscription Period, and, depending on your payment method, your chosen payment method may be charged, and you will have an obligation to pay the then-current renewal price. If we decide that your subsequent Subscription Period should be shorter than the initial Subscription Period, we will provide you with advance notice of such change; if you do not agree with such change, you may elect not to renew your Service subscription before the Subscription Period change goes into effect, such cancellation becoming effective at the expiration of your then-current Subscription Period.

## 9. Termination

Either party may terminate the Services if: (a) the other party is in material breach of Terms and fails to cure that breach within thirty (30) days after receipt of written notice (except where otherwise indicated in these Terms); or (b) the other party ceases its business operations or becomes subject to insolvency, bankruptcy, winding-up or similar proceedings and the proceedings are not dismissed within ninety (90) days.

Nord may suspend or terminate Customer's access to the Services: (a) if required to do so by law, or (b) for conducting criminal or illegal activities by Customer or its end users when using Services if reasonably suspected by Nord, or (c) if Nord determines in its absolute discretion that the provision of

the Services to Customer is not in the best interests of Nord. If Nord terminates these Terms and suspends the Customer's access to the Services under the circumstances outlined in point (c) of this paragraph, the Customer will receive a prorated refund of the Service subscription fees for the remaining subscription period, and the Customer will be released from any further payment obligations. The Customer acknowledges that this refund is their sole remedy in the event of termination under point (c), and all other liability of Nord is expressly disclaimed.

Nord shall also have the right to suspend or terminate the Customer's access to Services if all of the following conditions apply: (i) the entity providing the Services changes for any reason, and (ii) a consent, confirmation, acceptance, instruction or similar action ("Consent") of the Customer is required under the Terms or the applicable laws (including any privacy laws) in order to change the contracting party, and (iii) the Customer does not provide its Consent in due time, and (iv) the new provider of the Services is not able to continue providing Services without such Consent of the Customer. If all such aforementioned conditions apply, Nord shall have the right to suspend or terminate the Customer's access to the Services from the moment Nord is not able to continue providing Services to the Customer without its Consent. In such event, the Customer shall have the right to request for a refund for the unused part of the then-current Subscription Period by contacting Nord via e-mail (see Section "Notices").

**Cancellation by the Customer.** You have a right to cancel your subscription (i.e., turn off automatic renewals for the upcoming Subscription Period) at any time. You can do so by contacting our customer support. The cancellation of a subscription will go into effect at the end of your current billing cycle, and you will continue to have access to the Services through the end of your current Subscription Period. If you cancel your subscription, you will not receive a refund, prorated or otherwise, for the unused part of the ongoing Subscription Period. If you purchased your Service subscription through an Authorized Partner, please refer to the policies of such Authorized Partner.

**Consequences of termination.** After termination of Customer's access to the Services for any reason whatsoever and without prejudice to any other applicable provisions set forth in the Terms: (a) except as set forth in this Section, the rights and licenses granted by Nord to Customer and its end users will cease immediately; (b) Nord shall delete or otherwise make unrecoverable and (or) anonymized any end user accounts and other data relating to Customer's and its end users' account in a commercially reasonable period, except for copies as authorized under the Terms, automatic backups (if any), or as required to be retained in accordance with applicable laws; (c) all provisions of the Terms which by their nature are intended to continue in effect after the expiration or termination and all rights and remedies of the parties that accrued up to the termination date or by virtue of the termination or expiration will survive the termination date.

## 10. Confidentiality

Confidential Information shall mean and include all data and information disclosed by a party to the other party during the Subscription Period and (or) pre-contractual relationship (whether written or oral, regardless of the way in which it has been provided), information designated as confidential by either party and all other information which relates to the business, affairs, customers, products, development, know-how, trade secrets and personnel of either party (Confidential Information).

The receiving party shall: (a) keep Confidential Information in strict confidence; (b) not disclose any of the Confidential Information in any manner to any third party; (c) use Confidential Information solely for the purposes established in these Terms, Privacy Policy and/or Data Processing Agreement ("Purpose"); (d) adopt the measures necessary to protect Confidential Information received from the disclosing party against disclosure, which shall represent at least the same degree of care as used to protect its own confidential information; (e) communicate and allow access to Confidential Information solely to advisors and members of governing bodies, directors, officers, members, employees, agents, managers, service providers, partners, affiliates, consultants, and individuals seconded to work, required to carry out the Purpose and subject to confidentiality obligations; each party shall be responsible for any breach of the confidentiality obligations by the individuals or legal entities to whom it has communicated the Confidential Information; (f) make no copies of any Confidential Information or alter, modify or in any other way change it without the disclosing party's prior consent, except to the extent it is required for the Purpose; (g) not assert any claim of title or ownership to the Confidential Information or any portion thereof.

The confidentiality obligations shall not apply to that information which: (a) is or becomes publicly available other than as a result of a breach of Terms by the receiving party; (b) is already in the receiving party's lawful possession prior to disclosure by the disclosing party or is independently derived by the receiving party without the aid, application or use of the Confidential Information or other than by breach of these confidentiality obligations; (c) is lawfully disclosed to the receiving party by a third party on a non-confidential basis; or (d) is necessary to allow a party to comply with applicable law, decision by a court or, requests from government agencies or third parties, that such party determines require disclosure, but only after first notifying the other party of the required disclosure, unless such notification is prohibited.

#### **11. Disclaimer of warranties**

THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE NEITHER WARRANT NOR REPRESENT THAT SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE AND SERVICES WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER YOUR USE OF THE SERVICES. CUSTOMER IS RESPONSIBLE FOR USING SERVICES OR SOFTWARE (INCLUDING FOR ITS END USERS USING SERVICES AND SOFTWARE) IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

#### **12. Limitation of liability**

There are inherent risks in relying upon, using, transmitting or retrieving any data and (or) content on the internet, and we urge you to make sure you understand these risks before using the Services.

TO THE FULLEST EXTENT PERMITTED BY LAW, NORD AND ITS AFFILIATES, SUPPLIERS, RESELLERS AND DISTRIBUTORS WILL NOT BE LIABLE UNDER THESE TERMS FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE); OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NORD'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER TO NORD UNDER THESE TERMS AND FOR THE SPECIFIC APPLICABLE SERVICE DURING THE TWELVE-MONTH PERIOD PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES. FOR FREE ACCESS SUBSCRIPTIONS OR TRIALS, NORD'S TOTAL LIABILITY WILL NOT EXCEED, IN AGGREGATE, FIFTY EUROS.

IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS AREN'T ALLOWED, WE ARE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE SKILL AND CARE OR OUR BREACH OF OUR CONTRACT WITH YOU.

#### **13. Indemnification**

**By Customer.** Customer will indemnify and hold Nord harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim, judgment or proceeding against Nord and its affiliates resulting from or related to Customer's or Customer's end users' use of Services or Software in violation of the Terms.

**By Nord.** Nord will indemnify and hold Customer harmless from and against all liabilities, damages and costs arising out of any claim, judgment or proceeding against Customer and its affiliates resulting from or related to an allegation that Nord's technology used to provide Services to Customer infringes or misappropriates any copyright, trade secret, patent, or trademark right of a third party. In no event will Nord have any obligations or liability under this section arising from the use of any Services in a modified form or in combination with materials not furnished by Nord. Nord's liability, damages and costs under this provision are limited to the same amount as foreseen in section "Limitation of liability".

The indemnified party will promptly notify the indemnifying party of all claims of which it becomes aware and will: (a) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all claims, and (b) be entitled to participate at its own expense in the defense of all claims. The indemnified party agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all claims provided. The indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party, without the indemnified party's prior written consent. THE INDEMNITIES ABOVE ARE CUSTOMER'S ONLY REMEDY UNDER THESE TERMS FOR VIOLATION BY NORD OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

#### 14. General terms

**Disputes; Governing law.** The parties shall endeavor in good faith to resolve any dispute, claim, controversy, or disagreement relating to or arising out of these Terms, or the subject matter of these Terms ("Dispute"), by negotiation. Any Dispute which remains unresolved 30 (thirty) days after either party gives written notice of the existence of such Dispute, may be referred for final resolution by the competent courts of England and Wales in London, United Kingdom. The proceedings shall be held in English language. The parties agree that these Terms shall be governed by the laws of England and Wales.

**End user disputes.** End users managed by the Customer acknowledge and agree that, as between Nord and Customer, it is solely Customer's responsibility to respond and resolve any dispute with any end user relating to or based on the Services or Customer's failure to fulfill his obligations under these Terms.

**Class action waiver.** Where permitted under the applicable law, class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in such representative capacity are not allowed. Unless both Customer and Nord agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

**Modifications to the Terms.** Nord may revise these Terms from time to time without any liability and the most recent version will always be posted on the Website(s). The amendment of Terms may be communicated to you by sending an email or by publishing the updated Terms on the Website(s). Revised Terms will not be applied retroactively and, if not stated otherwise, will become effective from the day they are updated on the Website(s). Customer's continued use of Services after the effectiveness of any update will be deemed to represent Customer's consent to be bound by, and agreement with, the amended Terms.

**Modifications to the Services.** We reserve the right to modify or update the operation of the Services at our sole discretion, at any time, for any reason, and without notice or liability. Periodic updates may be necessary to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Nord isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased the Services. Additionally, there may be times when we need to remove or change features or functionality of the Services or suspend providing a Service or access to third-party

applications/services and the Services altogether. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

**Notices.** Any notice required or permitted to be given hereunder shall be given in writing by personal delivery, by e-mail or by world-recognized courier delivery. Notices to Customer may also be sent to the applicable account email address and are deemed given when sent. Notices to Nord in any case must also be sent to support.business@nordpass.com or, if the notice is related to a specific Service only, to the email address indicated in the Service Specific Terms, and are deemed given the next business day from such notification.

**Communication.** When communicating with our customer support or other representatives or employees, you agree to be respectful and kind. If we feel that your behavior towards any of our representatives or employees is at any time threatening or offensive, we reserve the right to immediately terminate your access to the Services.

**Data Protection.** Customer is responsible for obtaining any consent(s) in accordance with applicable data protection laws from its end users and (or) providing all necessary information to its end users relating to the processing of their personal information. Data Processing Agreement, as published on our Website(s), forms part of the Terms between Nord and the Customer.

**Entire agreement.** The Terms shall constitute the entire understanding and agreement between the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, arrangements and agreements, either oral or written, between the parties with respect to the subject matter thereof. All attachments to Terms (including the General Terms and any Specific Service Terms), Privacy Policy, Data Processing Agreement (if applicable) and Customer invoices executed by the parties, are hereby incorporated into Terms by this reference.

**Independent contractors.** Nothing in the Terms shall be considered as ground for partnership, agency, distribution, joint venture or similar relationship between you and Nord.

**Assignment.** Neither party shall assign these Terms or any right or interest under these Terms, nor delegate any obligation to be performed under these Terms, without the other party's prior written consent. Nord can assign its rights and obligations under these Terms to selected third party without Customer's consent in case of corporate reorganization, merger, acquisitions, sale or transfer of any part of its assets.

**Force majeure.** If either party is prevented from performing any portion of the Terms (except for payment obligations) by causes beyond its reasonable control, including, without limitation, failures of telecommunication or internet service providers, labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

**Waiver.** The failure by either party to exercise or the delay in exercising any right or remedy provided by these Terms or by applicable law shall not constitute or be construed as a waiver of that right or remedy, a waiver of any other right or remedy or in any way affect the validity of these Terms.

**Severability.** If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

If you have questions or concerns regarding these Terms, please contact us at support.business@nordpass.com.

# NordPass Business Additional Terms

*Effective from: March 5, 2025*

Your use of NordPass Business Services is subject to the [General Terms](#) and these NordPass Business Additional Terms. If there is any conflict or inconsistency between clauses in the General Terms and the NordPass Business Additional Terms, the NordPass Business Additional Terms will govern and apply.

Capitalized terms not defined here have the same meaning as defined in the General Terms.

## 1. NordPass Business Services

NordPass Business is an advanced business password management solution, which mitigates security risks, improves productivity and provides a way of management of business sensitive information.

Current information about the functioning of NordPass Business Services, subscription plans, and pricing can be found at [nordpass.com/business](https://nordpass.com/business).

## 2. Zero knowledge

YOU ACKNOWLEDGE THAT, DUE TO THE ENCRYPTED NATURE OF THE SERVICES AND ZERO-KNOWLEDGE POLICY OF NORDPASS, (I) THERE IS NO WAY TO RECOVER ITEMS STORED WITHIN NORDPASS VAULT WITHOUT A VALID MASTER PASSWORD OR A RECOVERY CODE, AND (II) NORDPASS HAS NO ABILITY OR OBLIGATION TO RECOVER YOUR DATA IF THEY ARE LOST OR DAMAGED OR OTHERWISE INACCESSIBLE FOR ANY REASON, INCLUDING IF YOU OR YOUR END USER MISPLACED MASTER PASSWORDS AND RECOVERY CODES FOR THEIR NORDPASS VAULTS.

## 3. Customer Items

The Terms do not grant Nord any ownership to the passwords, notes or other items uploaded through the Services by Customer and its end users ("**Customer Items**"), except for the limited rights that are reasonably necessary for Nord to provide the NordPass Business Services in accordance with the Terms, for instance, to store, backup, or transfer (e.g., between our servers) Customer Items.

You acknowledge that NordPass uses strong encryption algorithms to protect Customer Items and, as a Customer, you are fully and solely responsible and accountable for the content of Customer Items. By using the Services, you guarantee that you have all required permissions for each Customer Item, including rights to distribute, transfer, store and/or make the content available online through the Services.

**Ownership and Customer's rights.** Customer and each of its end users acknowledge that Customer Items are owned by the Customer. Consequently, NordPass Business Services, as well as the Terms, provide the Customer with a number of management rights towards the Customer Items and the end users accounts, such as to manage vaults where Customer Items are stored, to see certain information how the end user uses the Service (e.g. when accesses it, when shares or deletes a Customer Item, when uses a Customer Item with an auto-fill feature, etc.) and other.

If an end user leaves Customer's organization or end user's access to the Service is terminated for any other reason, the Customer has the right to (i) delete such end user's account and (ii) remove all of the Customer Items uploaded to such end user's account or to reassign them to any other end user at such Customer's organization. In the latter event, the reassigned Customer Items would be inherited by the end user to whom the Customer reassigned them.

**Transfer of items stored in personal NordPass account to NordPass Business.** If (i) the end user has a personal account with NordPass (i.e. not with NordPass Business, but with NordPass consumer version), and (ii) end user received an invitation from the Customer to join its organization on NordPass Business with the same email, and (iii) end user accepts such invitation and joins NordPass Business with the same email, then:

- end user's personal account with NordPass is transferred and transformed to an account with NordPass Business Services (and such end user will not be able to use one's personal NordPass account with the same email from that moment on); and
- all items end user has in its personal account with NordPass (at the moment of accepting the invitation to join NordPass Business) automatically transfers to its NordPass Business account and become property of the Customer, i.e., such items become Customer Items owned by the Customer.

If the end user wishes to avoid the transfer of one's personal items to the Customer, the end user should either use a different email address for an account with NordPass Business, or remove one's personal items before accepting the invitation to join NordPass Business, or export (and then, remove) one's personal items before accepting the invitation to join NordPass Business and then transfer them to another personal account with NordPass created with a different email address.

#### **4. User's profile photo**

Each end user has a right to upload one's photo to the profile of NordPass Business account. Customer and its end users acknowledge that this photo will be available publicly to other end users of NordPass Business Services with whom a Customer Item is shared and/or who share a Customer Item with such end user. Customer is fully and solely responsible for such photos uploaded by its end users, is liable for it, and guarantees that Customer and/or its end users have all required permissions, including copyright and other intellectual property rights, to use it. In addition, by uploading the photo each end user agrees that s/he will not:

- impersonate any person or entity or post any photo of another person without his/her permission;
- upload any photo that (i) is hate speech, threatening, sexually explicit, or pornographic; (ii) incites violence or contains nudity or graphic or gratuitous violence; and/or (iii) promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual.

If you believe any Customer or end user of the NordPass Business Services infringed the Terms (e.g., violated your privacy or infringed your copyright, other intellectual property rights, or any other rights by uploading a photo to his/her profile, or in any other way), please notify us in writing, by email: [support.business@nordpass.com](mailto:support.business@nordpass.com).

#### **5. Notice and Action Mechanism for Alleged Illegal Content**

We respect the law and require the same from all our Customers and end users. Therefore, Customers and end users cannot use NordPass Business Services to violate applicable law, including infringe copyright or other rights of third parties. This means that Customer and end users shall not upload, store, access, and/or otherwise exploit on or through NordPass Business Services content that is either itself illegal or is rendered to be illegal in a view that it relates to illegal activities ("Illegal Content").

#### **Notices**

In case any individual or entity ("Notifier") considers that the Customer or the end user is exploiting Illegal Content on or through NordPass Business Services (e.g., allegedly infringing the Notifier's

copyright or other rights), the Notifier may reach out to the Customer and/or its end user directly, if possible.

Alternatively, the Notifier may submit a notice ("Notice") to us via [dsa.business@nordpass.com](mailto:dsa.business@nordpass.com) (for EU related notices) or to a designated agent (for all other notices) via email address [abuse.business@nordsec.com](mailto:abuse.business@nordsec.com) or registered mail via address below:

Nord Security Business, Abuse Team  
Nord Security Inc.  
16192 Coastal Highway  
Lewes, Delaware 19958  
County of Sussex, USA  
email: [abuse.business@nordsec.com](mailto:abuse.business@nordsec.com)

### **Encrypted nature of NordPass Business Services**

The Notifier shall bear in mind the encrypted nature of NordPass Business Services. Only encrypted content is stored on or through our Services meaning that we cannot access, review and/or evaluate the allegedly Illegal Content.

In other words, due to end-to-end (E2E) encryption of our Services, we may be unable to access, review and/or evaluate the allegedly Illegal Content even upon receipt of the Notice. Therefore, the Notifier shall provide us with sufficient evidence pertaining to the allegedly Illegal Content for us to be able to access, review and evaluate the allegedly Illegal Content concerned.

NordPass Business will only process the Notice if it meets the requirements set herein below.

### **Requirements for the Notice**

To be valid the Notice shall contain the following information:

- a sufficiently substantiated explanation of the reasons why the Notifier alleges the Illegal Content to be violating applicable law;
- identification of the copyright-protected work allegedly infringed (or, for multiple works, a representative list), if the Illegal Content allegedly infringes copyright of the Notifier;
- a clear indication of the exact electronic location of the allegedly Illegal Content and, where necessary, additional information;
- contact information (at least, full name, physical address, and email address) of the Notifier and its authorized representative, if applicable;
- a statement by the Notifier (or its authorized representative) that the Notifier has a good-faith belief that the use of the allegedly Illegal Content in the manner complained of is not authorized by the Notifier, its authorized representative, or the law;
- a statement by the Notifier that the information and allegations contained in the Notice are accurate and, under penalty of perjury, that the Notifier (or its authorized representative) is authorized to act;
- the physical or electronic signature of the Notifier (or its authorized representative).

The Notifier's personal data and other information will be processed in accordance with our [Privacy Policy](#).

### **Procedure for handling the Notice**

Upon receipt of the Notice, we will review it to make sure that it meets the above mentioned requirements and includes all the necessary information to comply with the applicable laws. In case some information and/or details were missing, we may require the Notifier to provide them prior to processing the Notice.

Once we verify that the Notice is valid, we will process it and expeditiously take whatever action we deem appropriate, necessary and feasible. Thereafter, we will inform the Notifier and the Customer and/or the affected end user, if possible.

We reserve the right, at any time and in our sole discretion, with or without notice, without liability towards the Notifier, you and/or any third party, to impose any restrictions with respect to your content should it violate applicable law and/or our Terms, whether repeatedly or on a single instance. It means that, among other things, we may:

- suspend or terminate the provision of NordPass Business Service to you in whole or in part;
- suspend or terminate the Customer's and/or its end user's account regardless of whether you are a repeat infringer or not in appropriate circumstances.

The foregoing does not limit other rights or remedies available to us hereunder, at law or in equity.

## **6. Contacts regarding NordPass Business Services**

### **For users**

Nord has designated a single point of contact (please direct requests to [dsa.business@nordpass.com](mailto:dsa.business@nordpass.com)) for NordPass Business users for the purposes of the Digital Services Act (DSA).

For notices of alleged illegal content, please see Section 5 "Notice and Action Mechanism for Alleged Illegal Content" above.

### **For authorities**

Nord has designated a single point of contact (please direct requests to [dsa.business@nordpass.com](mailto:dsa.business@nordpass.com)) for EU Member States' authorities to contact us for the purposes of the DSA.

Please ensure that all requests meet the requirements of the DSA and are made in English (or, at a minimum, an English translation is provided).

If you have other questions or concerns regarding these NordPass Business Additional Terms and/or NordPass Business Services, please contact us at [support.business@nordpass.com](mailto:support.business@nordpass.com).

### **DSA Transparency Report**

Transparency reports for NordPass Business services are published pursuant to the DSA:

- [NordPass Business Transparency Report 1 Jan 2025 - 31 Dec 2025](#)