

Consumer Terms

Effective Date: September 19, 2014

This Terms of Service is a legal contract between you and Lookout ("Lookout", "we", "our"), governing your use of mobile or web services or mobile or web software ("Lookout Software") owned, controlled or offered by Lookout (collectively, the "Lookout Services"). PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF SERVICE. BY USING THE LOOKOUT SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF THIS TERMS OF SERVICE. IF YOU DO NOT AGREE TO THIS TERMS OF SERVICE, PLEASE CEASE USING THE LOOKOUT SERVICES IMMEDIATELY.

This Contract is Only Between You and Lookout: You acknowledge and agree that this contract is only between you and Lookout and not any of Lookout's partners, distributors, promoters or service providers (collectively, "Distributors"). Should you have any issue or claim with respect to the Lookout Services, Lookout, and not its Distributors, will be solely responsible for addressing the issue or claim. If you have obtained the Lookout Services from one of Lookout's Distributors, you agree that any such Distributor will have no obligation or responsibility to provide you any warranty, maintenance and support services with respect to the Lookout Services.

These terms only concern you and Lookout, not our partners or distributors (like your mobile provider, if you got your product through them). If you have any problems with us or our products, come to us; our partners are not responsible.

You Must Be Able to Enter a Contract and Comply with the Law: You may use the Lookout Services only if you can form a binding contract with Lookout and are not a person barred from receiving service under the laws of the United States or other applicable jurisdiction. You may use the Lookout Services only in compliance with this TOS and all applicable local, state, national, and international laws, rules and regulations. If you are under 13, you cannot use our Services unless a parent consents through a Group Plan.

You can use our products only if you are legally allowed to agree to this contract and promise to obey the law.

This TOS Governs Personal Use and Use as Part of Lookout for Business: This TOS governs users who use Lookout for personal use and use Lookout for Business as well.

Your Use of Our Services May Be Subject to Additional Guidelines: When using any of the Lookout Services, you may be subject to additional guidelines or rules applicable to certain features, which we may post occasionally (collectively, the "Guidelines"). These Guidelines are also incorporated by reference into this TOS.

Our TOS Also Covers Lookout Labs Products and Lookout for Business: Your use of products from Lookout Labs ("Labs Products") and Lookout for Business is subject to this TOS and any Guidelines we may associate with those products.

Sometimes our products have additional rules. You have to follow those, too.

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1. Lookout's Rights

We License Our Services to You: Lookout grants you a personal, non-exclusive, non-transferable, non-sublicensable license to use the Lookout Services according to this TOS. One restricted free subscription account ("Free Account") allows you to use Lookout Services on up to two mobile devices that you legally control. One premium subscription account ("Premium Account") allows you to use Lookout Services on up to three mobile devices that you legally control.

- We license our products to you, so your rights to do certain things with our products are limited.

Lookout Retains All Rights in the Lookout Services: All right, title, and interest in and to the Lookout Services are and will remain the exclusive property of Lookout. Lookout Services are protected by intellectual property laws and other proprietary rights of the United States and foreign countries. Lookout grants you no license to any Lookout Services or any other Lookout content beyond what is expressly granted in this TOS nor any rights to use the Lookout trademarks, logos, domain names, or other brand features.

- When we let you use our products, we aren't granting you ownership over our stuff.

We Can Modify the Lookout Services: We reserve the right to modify, suspend, or cancel the Lookout Services (or any features within the Lookout Services) to you or to users generally, at any time and for any reason. When we do so, we will notify you through the mobile app or via the email you provided to us.

- Sometimes, we have to change our products. For example, new legal or technological developments might force us to alter certain product features. If we do, and if it's important, we'll let you know.

Open Source and Third-Party Code Has Its Own Licenses: All open source or third-party code incorporated in the Lookout Services is covered by the applicable open source or third-party end user license agreement, if any, that authorizes the use of such code.

- Parts of our products are built on other people’s code, or code that we’re allowed to change and share. All of this code has its own separate agreements.

2. Restrictions on Your Use of the Lookout Services

The Integrity of Your Account Information Is Your Responsibility: You must ensure that all information relating to your account is kept accurate and up to date at all times. We will not be liable for any damages or liability resulting from your failure to keep your account information accurate, up to date, or secure.

- We need your information to keep in touch with you and (for usernames and the like) to let you use our products. Please make sure it’s correct, and keep it safe.
- For example, if you make it easy for someone to get your login info and steal your stuff, or if you give us inaccurate contact info and miss a notice, we’re not responsible. We can’t control your actions.

Obey the Law and Our Rules: You may not use the Lookout Services in any way that violates any law or regulation, harms any person, infringes any person or entity’s rights (including intellectual property and other proprietary rights), or violates this TOS. You may not post any content that is unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable, or violates this TOS. You may not harass, annoy, intimidate or threaten users of the Lookout Services or employees or agents of Lookout.

- We create our products to help you protect yourself. Don’t use them to hurt anyone or do anything illegal.

You May Not Circumvent Our Security: You are permitted to access and use the Lookout Services only through the means we expressly provide to you. You are not allowed to circumvent or disable the Lookout Services or any technology, features, or measures included in the Lookout Services for any reason, except as permitted by law.

- Please don’t break our stuff or compromise our security. In order to protect your security, we have to protect ours, too. This section doesn’t limit any of your legal rights, like fair use, regarding content or software.

Respect Our Intellectual Property: The license granted to you in this TOS is solely for the purpose of allowing you to use the Lookout Services. You may not violate any exclusive rights that we have under any intellectual property or other proprietary rights laws. You may not decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any part of the Lookout Services, including executable and configurable content, except as permitted by law.

- We make our livings by creating cool products. Please don’t steal or copy them. This section doesn’t limit any of your legal rights, like fair use, regarding content or software.

You May Only Use Lookout to Secure Your Device: Our services are only provided to function on and secure your device(s). You may not execute Lookout's software in any other environment, e.g., in an emulated environment, as a research tool, or in any other way to develop or support another product, or use results derived from use of Lookout's client for any other purpose, e.g. to verify a set of known results or to scan, power, or support any other services, without our explicit written consent. Contact us at malware@lookout.com to request such access.

Only You Can Use Your Account: You may not sell, transfer, or allow any other person to access your account password or Lookout Services account except under the terms of a Lookout Group Plan. You may not provide information that is false, misleading or inaccurate, or imply affiliation with a company or organization to which you are not affiliated. Your account is for your own use.

3. Your Data

You Own Your User Data: Sometimes, the Lookout Services allow you and accounts associated with your Group Plan (where applicable) to submit, store, host, share, or publish content (we call this all "User Data"). You will retain all ownership rights to your User Data that you transfer to Lookout. When you submit User Data to Lookout, you grant us a non-exclusive, royalty-free, worldwide license to use, copy, modify, sublicense, and distribute your User Data on and through the Lookout Service on your behalf, solely for the purpose of providing the Lookout Services.

- Your data belongs to you. You grant us only a limited license that allows us to handle your data and provide our services to you without violating your rights under copyright law.

Your User Data Is Your Responsibility: You are solely responsible for your User Data. We assume no responsibility whatsoever for anything related to or arising from User Data. We do not endorse and have no control over User Data. We reserve the rights to prevent you from submitting User Data and to restrict or remove User Data for any reason, at any time, but we do not assume a duty to monitor any User Data.

- We handle so much data that it would be dangerous (and inefficient) for us to take responsibility for it. You own your data, but you're also responsible for it.

You Permit Us to Collect and Use Your Location Data: Certain Lookout Services may also use data from your wireless device to determine your location (we call this "Location Data"). You permit us to use your Location Data according to the terms of our Privacy Policy for your account and for any accounts associated with your Group Plan, including accounts used by children under the age of 13 with parent's consent (see our Privacy Policy for more information on collection of data from children under the age of 13). You also permit us to use and share your Location Data with participating mobile operators who participate in our Customer Care Web Application program so that their customer service representatives may perform remote functions on your device, such as locate, lock, wipe, or Scream®, at your request.

- In order for some of our location-based services (like Locate) to work, we need information about your location – otherwise our services won't work very well. However, if you're under 13, you can't use any of these features without a parent's consent.

Lookout for Business End Users: If you are participating as a user of Lookout for Business account, you should know that the administrator of Lookout for Business account has the right to perform remote functions on your device, such as locate, lock, and wipe, and see the security status of your device.

Feedback You Provide: If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.

- If you send us any ideas or feedback, we can use them. We aren't trying to steal anyone's ideas, but this right protects us from being sued by people who say our products came from their ideas.

4. We Are Passionate About Your Privacy

Lookout's Privacy Policy Governs Our Collection, Use, and Disclosure of Your Data: Our Privacy Policy, which describes and governs our collection, use, and disclosure of your personal information, incorporates and is incorporated into this TOS. Please read it carefully. By using the Lookout Services, you consent to our Privacy Policy. If you are part of a Group Plan or Lookout for Business, please be aware of the section of the Privacy Policy that addresses information sharing among devices on that plan.

- Like all of our products, our [Privacy Policy](#) was created with your security and privacy in mind. Please read it!

5. Premium Accounts

Types of Lookout Accounts: We offer both a Free Account with a limited set of features, a Lookout for Business Account with additional features, and two paid premium accounts (collectively referred to herein as "Premium Plans") with additional features: one for individual use, Premium Account, and one for use with multiple accounts ("Group Plans").

- We offer different kinds of accounts – Free Accounts, Lookout for Business Accounts, and Premium Accounts – which sometimes have different rules attached. Please be aware of these rules, which are below.

Billing Options and Rules for Premium Accounts: If you choose to subscribe to a Premium Plan for the Lookout Services, you will be billed for the subscription either through your credit card ("Credit Card Billing") or through your wireless device operator ("Operator Billing"). The fees for your Premium Plan will be billed either on a monthly or annual basis, depending on the method you choose, from the date you elect (or convert to) Premium Plan, and on each monthly or annual renewal thereafter, unless and until you cancel your account. All fees and charges are nonrefundable, and there are no refunds or credits for partially used periods. By signing up for a Lookout Premium Plan and providing Lookout with your payment account information, you hereby agree to these payment terms and conditions.

Viewing Your Payment Details: Click on the link on your Account page to see payment details associated with your account. If you have questions or problems, you can contact us at billing@lookout.com or Lookout Inc, One Front Street, Suite 2700, San Francisco, CA 94111.

a. Credit Card Billing

We Charge Your Account Automatically: If your subscription is based on credit card billing, we will automatically charge your credit card monthly or annually, as applicable, for the cost of the subscription and any applicable taxes for the Premium Plan you select.

Pay Your Fees on Time: If any fee is not paid in a timely manner, or we are unable to process your transaction using the credit card information provided, we reserve the right to revoke access to your Premium Plan and use of the Lookout Services. If you do not bring your Lookout balance current within thirty (30) days after we provide you with notification that your account is in arrears, we reserve the right to suspend or terminate your access to your Premium Plan or convert your Lookout Premium Plan to a Free Account. You will be responsible for paying all past due amounts.

Keep Your Contact Information and Payment Information Current: If you want to use a different credit card or update credit card information, you may make edits by accessing your Account page. If your credit card reaches its expiration date, your continued use of the Lookout Services constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated.

b. Operator Billing

If you elect to pay for your Premium Plan via Operator Billing, your wireless device operator will bill you directly and you will pay the subscription fees to your wireless device operator. If you are not current with your Premium Plan payments, we reserve the right to suspend your access to your Premium Plan or convert your Lookout Premium Plan to a Free Account. You will be responsible for paying all past due amounts.

c. Canceling Your Account

Premium Account: Your Lookout Premium Account will continue until you cancel your Premium Plan or we terminate it. You must cancel your Premium Plan before it renews each month or annually, as applicable, in order to avoid billing of the next month's or year's fees to your credit card. If you wish to cancel your Premium Plan, you may do so via your Account page. Should you elect to cancel your Premium Plan, please note that you will not be issued a refund for the most recently (or any previously) charged monthly or annual fees.

Credit Card Billing is associated with the credit card you provide when setting up your Premium Account. Operator Billing goes through your wireless device operator. You'll be billed monthly or annually (depending on your plan), with cycles starting on the date you elected your Premium Plan. You have to cancel your Premium Plan before it renews in order to avoid fees. Fees and charges are non-refundable, even if you cancel.

Lookout for Business Account: If you are a Lookout for Business End User, you may be able to disassociate your device from the Lookout for Business Account or remove Lookout from your device by contacting your IT administrator.

6. Third-Party Sites and Services

We Are Not Responsible for Third-Party Sites or Services: The Lookout Services may include links to other web sites or services. Your use of these third-party sites and services is governed by their terms of service, privacy policies, and other agreements – not ours. We do not endorse or make any representations regarding any such third-party sites. We disclaim all liability relating to your use of such third-party sites.

- Sometimes you'll find links to other people's stuff in our products. We're not responsible for anything those people say or do.

7. Termination and Suspension of Your Account

We may terminate or suspend your access to the Lookout Services without prior notice and without liability, including but not limited to such termination or suspension being based on: (a) our good faith belief that you have violated this TOS, (b) our determination that you repeatedly infringe or have infringed the copyrights of others, (c) extended periods of inactivity with respect to any of the Lookout Services, or (d) nonpayment of any 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 by the email address associated with your account or through the Lookout mobile app. These remedies are in addition to any other remedies Lookout may have at law or in equity. We reserve the right to terminate Free Accounts and free access to Lookout Services at any time, with or without notice without any liability of any kind.

- If you do things like break the law or our rules, don't pay us, or never use your account, we might terminate or suspend your account (but we'll try to let you know first).

8. Disclaimers, Indemnity, and Limitations of Liability

PLEASE READ THE FOLLOWING SECTIONS CAREFULLY; THEY MAY LIMIT THE LIABILITY OF LOOKOUT AND ITS PARENTS, DISTRIBUTORS, PROMOTERS, SERVICE PROVIDERS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "LOOKOUT ENTITIES").

Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result, the contents of this section may not apply to you. Nothing in this TOS is intended to limit any rights you may have under the law.

- Because we're a big company with lots of users, we limit the amount of legal trouble we can risk. However, we only make these limitations if the law says it's OK.

a. Disclaimers

The Lookout Services and any third-party software, services, or applications made available in connection with the Lookout Services are provided "as is," without warranty of any kind.

To the maximum extent permitted by applicable law, Lookout and the Lookout Entities disclaim all warranties, express or implied, including (but not limited to) implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights.

You are solely responsible for any damage to your equipment or device, loss of use, or loss of data.

- We do our best to provide you with great products, but we can't promise that everything will be perfect, and we can't be responsible for everything that might go wrong. Always try to keep other backups and security measures so that if something does go wrong, you have extra defenses!

b. Indemnity

You agree to indemnify and hold harmless Lookout and the Lookout Entities from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to (a) your use or misuse of the Lookout Services, (b) any violation of the rights of any other person or entity by you, or (c) your breach of any part of this TOS.

Lookout reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

- If you get into legal trouble because of something you did with our products, and we end up getting involved in your problems, you have to pay us back (and let us take over the dispute, if we want). We just can't be responsible for everything you do with our products.

c. Limitation of Liability

To the maximum extent permitted by law, Lookout and the Lookout Entities will not be liable to you for any special, indirect, incidental, punitive, reliance, consequential, or exemplary damages relating to your use of the Lookout Services, even if Lookout has been advised of the possibility of such damages.

In no event shall Lookout or the Lookout Entities' total liability to you for all damages, losses, or causes of action arising out of or relating to this TOS exceed (1) the amounts you paid to access the Lookout Services during the twelve (12) months immediately preceding the date of your claim or (2) one thousand U.S. dollars, whichever is greater.

The limitations of liability set forth in this section will survive any termination or expiration of this TOS, and will apply even if any limited remedy specified in this TOS is found to have failed of its essential purpose.

- It's hard to put a price on your data or your security – and it would be irresponsible for Lookout to be your only option for backups and security. Since we can't be responsible for everything someone might lose, we limit what we're willing to pay in the event of a lawsuit to a reasonable amount so that we aren't liable for an especially valuable set of backup data. If you store valuable data with us, you should also maintain additional backups and security measures.

9. Governing Law and Jurisdiction

Please Contact Us First: Our goal is for you to be happy and satisfied. If you have a dispute with Lookout, you agree to contact us and attempt to resolve the dispute with us, informally.

California Provides the Governing Law and Jurisdiction for This TOS: This TOS will be governed by the laws of the State of California, without regard to conflicts of law provisions. Both parties consent to the exclusive jurisdiction of the state and federal courts sitting in San Francisco County, California for any actions not subject to arbitration.

- If you have a problem with us, let's try to work it out without suing each other first. If we do go to court and our TOS is at issue, we can't agree to fly all over the world – we need to do it near us.

10. General Matters

Severability: If any provision of this TOS is held invalid or unenforceable, that provision will be modified to the extent necessary to render it enforceable without losing its intent. If no such modification is possible, that provision will be severed from this TOS.

- Our TOS has a lot of moving parts. If any of those parts gets struck down, it will be changed as little as necessary to make it legally OK. If that doesn't work, the fact that one part of our TOS was invalid doesn't bring down the rest of our TOS.

No Waiver: If we do not enforce any right or provision of this TOS, this is not to be deemed a waiver of our right to do so in the future.

- Just because we don't take action based on our TOS doesn't mean we never will.

No Assignment or Transfer: This TOS, related Guidelines, and any rights and licenses granted that we grant you may not be transferred or assigned by you, but may be assigned or transferred by Lookout without restriction.

- This agreement is exclusively between you and Lookout. You can't decide to let someone else be bound by it, but we can (like if the ownership of Lookout changes and we have to give someone else control of our products and terms).

Entire Agreement: This TOS constitutes the entire agreement between you and Lookout concerning the Lookout Services. This TOS also supersedes all prior or contemporaneous agreements between you and Lookout.

- This is the only contract you and Lookout have.

We Can Modify This TOS: Lookout may modify this TOS from time to time. Any changes will be posted on the [Lookout.com site](https://www.lookout.com/site). You agree to be bound by any changes to the TOS if you continue to use the Lookout Services after those changes are posted, so please read all changes carefully. The most current version of this TOS will always be located at <https://www.lookout.com/legal/terms>.

- Sometimes, we might have to modify this TOS, like if our products change and we need to alter our TOS to be sure they're accurate. We'll let you know if this happens.

In the Event of Termination: The provisions of this TOS that require or contemplate performance after the termination of this TOS, and all provisions relating to limitation of liability, disclaimers, and indemnification, will be enforceable regardless of any termination of this TOS.

- Some parts of this TOS, like the parts that limit Lookout's responsibility in legal cases, are so important that they remain binding even if this agreement gets terminated.

Annotations and Summaries Are Not Parts of This TOS: As you can see, Lookout provides short annotations and summaries of sections of this TOS (indicated by bullet points in gray boxes). These annotations and summaries are purely for informational purposes and are not legally binding parts of this TOS, nor should they be understood to define or contextualize this TOS.

- Explanations like the one you're reading now are just our attempt to make legally complex language and concepts clearer to you – but they aren't themselves legally binding.