



TrendLife PHP Vulnerability Web Shielding

Terms of Use

These Terms of Use govern the use of Service, which is provided by Trend Micro to Customer. These Terms of Use form the agreement between Trend Micro and the Customer that uses the Service.

The Service may be used only for the security of systems that the Customer owns. By using the Service, the Customer agrees that under Sections 2 (Collection and Use of Customer Information), 3 (Processing of Personal Data), and 4 (Handling of Communication Information), Trend Micro may handle Customer information for the purpose of providing the Service.

1. Definitions.

“Communication Information” means information about the communications of users of the Customer’s website that are relayed through the Service, including the communication-related information described in Section 2.

“Customer” means the small and medium-sized business customer that uses the Service.

“Customer Information” means the information described in Section 2.

“Personal Data” shall have the same meaning as set forth in the Data Processing Addendum.

“Service” means TrendLife PHP Vulnerability Web Shielding.

“Trend Micro” means Trend Micro Incorporated and its affiliates.

2. Collection and Use of Customer Information.

For the purpose of providing the Service, the following Customer Information is collected and used:

- The FQDN (domain name) of the website on which the Customer uses the Service
- The hostname or IP address, port, and protocol of the origin server to which the website’s traffic is forwarded
- The certificate the Customer uploads to the Service and its corresponding private key
- The Customer’s Google authentication email address, display name, and Google account ID
- For communications to the Customer’s website that Trend Micro judges to be attacks: source IP address and country; request details (date and time, method, URI, query string); HTTP headers (excluding Cookie and Authorization); and the fragment detected as an attack (only where certain detection rules apply)

Depending on the case, the above information may be Personal Data, Communication Information, or both.

Section 3 applies where it is Personal Data, and Section 4 applies where it is Communication Information.

Domain names listed in certificates issued by the Service are recorded in public Certificate Transparency logs and are therefore made public.

The Customer is responsible for taking all legally required measures, including giving notice and obtaining consent, so that the communications of its website users may be relayed and inspected through the Service and the above Customer Information is collected.

3. Processing of Personal Data.

3.1 The Data Processing Addendum at trendmicro.com/dpa (the “DPA”) is incorporated into these Terms of Service by reference. The DPA governs the processing of Personal Data, if and to the extent that Trend Micro acts as processor or sub-processor (as defined in the GDPR) on the Customer’s behalf.

3.2 For Personal Data that Trend Micro processes for its own purposes, including the activities described in Section 2, the Global Privacy Notice at trendmicro.com/privacy applies.

4. Processing of Communication Information.

The Customer agrees that Trend Micro may process Communication Information in accordance with this Section 4. The Service relays communications to the Customer's website (including HTTPS communications) and inspects their contents to determine whether they are attacks. HTTPS communications are decrypted for this inspection. For communications that Trend Micro judges to be attacks, Trend Micro collects and stores the information listed in Section 2 for the purpose of providing the Service, including attack detection and blocking, attack investigation, tuning of detection rules, and tallying and displaying blocked counts. The contents of communications not judged to be attacks are not stored.

Within the scope of the purpose of providing the Service, and with appropriate security measures in place, Trend Micro may have its affiliates or contractors process the Communication Information it collects, under Trend Micro's responsibility.

Trend Micro will retain the Communication Information it collects for as long as necessary to provide the Service and will then delete it. This does not apply to Communication Information that has been processed so that individuals or specific communications cannot be identified, or that has been statistically processed.

The Customer may contact Trend Micro with inquiries about the Communication Information Trend Micro holds.

5. Term.

- 5.1 The Service is provided free of charge for an initial period of 7 days from the Customer's first use of the Service ("**Trial Period**"). Trend Micro may change the length of the Trial Period upon notice given through the Service or on Trend Micro's website.
- 5.2 Once the Trial Period ends, Trend Micro may continue to provide the Service on a no-charge basis or it may offer paid access to the Service in the future. Any paid access will be subject to terms that the Customer accepts separately, and no charge will apply unless the Customer has accepted them.
- 5.3 Trend Micro may suspend or end the Service at its discretion. Before ending the Service, Trend Micro will give advance notice through the Service or on Trend Micro's website. The Customer must take any necessary steps before the end date, such as restoring its DNS settings to their previous state.

6. Prohibited Conduct.

The Customer must not:

- share, lend, lease, or resell the Service to third parties, or providing services to third parties using the Service, whether for payment or free of charge;
- use the Service to protect any system that the Customer does not own or have authority to protect;
- use the Service for unlawful or malicious purposes
- attempt to copy, modify, reverse engineer, or reconstruct the Service;
- create multiple accounts, or otherwise attempt to extend or repeat the Trial Period;
- route more hostnames or sites through the Service than the Customer's plan allows;
- attempt to access another customer's data, or any Trend Micro data or systems, other than as the Service allows;
- use the Service to host, transmit, or distribute malware or other harmful content;
- use or provide the Service in breach of applicable export control or sanctions laws; or
- misrepresent the Customer's identity or its authority to accept these Terms of Use.

7. Disclaimers; Limitation of Liability.

- 7.1 THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". IT MAY CONTAIN DEFECTS OR FUNCTIONAL LIMITATIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TREND MICRO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING ITS PERFORMANCE, AVAILABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE DOES NOT GUARANTEE THAT EVERY ATTACK WILL BE DETECTED OR BLOCKED.
- 7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, TREND MICRO IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE,

BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE.

- 7.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, TREND MICRO'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE IS LIMITED TO THE GREATER OF (A) THE FEES THE CUSTOMER PAID TO TREND MICRO FOR THE SERVICE IN THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM; OR (B) \$100 USD.
- 7.4 Trend Micro has no obligation to provide support services. If Trend Micro provides support services at its discretion, this Section 7 applies to them.
- 7.5 Nothing in this Section 7 limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for gross negligence or willful misconduct, or for any other liability that cannot be limited under applicable law.

8. Ownership of Intellectual Property.

- 8.1 As between the parties, the Customer retains all rights in Customer Information. The Customer grants Trend Micro a non-exclusive, royalty-free, worldwide license to use Customer Information to provide, maintain, and improve the Service, subject to Sections 3 and 4.
- 8.2 Subject to 8.1, all intellectual property rights in the Service belong to Trend Micro and its suppliers. These Terms of Use grant the Customer the right to use the Service but do not transfer ownership or any intellectual property rights to the Customer.

9. Severability.

If any part of these Terms of Use is held to be invalid or unenforceable, the remaining parts will continue in full force and effect.

10. Survival.

All provisions of these Terms of Use which by their nature are destined to survive the duration or termination of these Terms of Use shall so survive.

11. Assignment.

The Customer may not assign its rights or obligations under these Terms of Use to a third party without Trend Micro's prior written consent. Trend Micro may assign its rights and obligations to other Trend Micro affiliates or to a successor to its business, provided this does not materially reduce the Customer's rights under these Terms of Use. In that case, Trend Micro will notify the customer.

12. Governing Law and Jurisdiction.

- 12.1 These Terms are governed by the laws of the State of New York, United States, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 12.2 Subject to Section 12.3, the state and federal courts located in New York County, New York, have exclusive jurisdiction over any dispute arising from these Terms.
- 12.3 Nothing in this Section 12 limits any right a Customer has under mandatory consumer protection law of the country in which it is resident.

13. Entire Agreement.

These Terms of Use, together with the DPA and the Global Privacy Notice, constitute the entire agreement between Trend Micro and the Customer regarding the Service and supersede all prior agreements and understandings on that subject.

14. Notices.

Trend Micro may give notice to the Customer through the Service, by email to the address associated with the Customer's account, or by posting on Trend Micro's website. Notice given by email is effective when sent.

Notice given through the Service or by posting is effective when made available. The Customer must keep the email address associated with its account current. Notice sent to that address is effective whether or not the Customer reads it.

The Customer may give notice to Trend Micro by email to legal_notice@trendmicro.com. Notice to Trend Micro is effective when received.

15. Changes to these Terms of Use.

Trend Micro may update these Terms of Use from time to time. Trend Micro will give the Customer reasonable notice of any material changes to these Terms of Use. Any updates to these Terms of Use will take effect on the date published on Trend Micro's website.

If the Customer does not accept a material change, it may stop using the Service and provide notice to Trend Micro before the change takes effect. Continued use after the effective date means the Customer accepts the change.