

Netlok Terms of Service

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Document Version: 3.0

Welcome to Netlok! This Terms of Service agreement ("Agreement") governs your use of Netlok's Photolok service and related features (the "Service"). By accessing, registering for, or using the Service, you agree to be bound by these terms. If you are using the Service on behalf of a company or organization, you represent that you have the authority to bind that entity to these terms. If you have questions, contact us at photoloksupport@netlok.com.

Important: Please read these terms carefully. They contain important information about your rights, including dispute resolution procedures and limitations on our liability.

Executive Summary

What This Covers	Key Obligations	Your Key Rights
Use of the Photolok Service	Comply with terms; pay fees on time	Cancel anytime; data portability; account closure
Fees, billing & auto-renewal	Advance notice sent before renewal; easy cancellation available	Prorated refunds within policy windows
Dispute resolution	B2B arbitration limited to Photolok Service claims; delegation clause applies	Small claims court option; public injunctive relief preserved
Export & data security	No use in countries of concern; comply with DOJ Data Security Program	Equitable relief available for IP/confidentiality violations

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1. Introduction & Agreement

This document explains your rights and responsibilities when using Netlok's services. By creating an account or using our service, you agree to follow these terms.

This Agreement begins when you first access, register for, or use the Service. If you do not agree to these terms, do not use the Service.

2. Definitions

- **Service:** Netlok's Photolok platform and all related features, tools, and functionalities.
 - **Account:** Your registered user profile and associated data within the Service.
 - **Personal Data:** Information that identifies you personally, as defined by applicable privacy laws, including information provided by business and government entities that approve of or pay for your use of Photolok.
 - **User Content:** Any data or other materials you register, store, or process through the Service.
 - **Subscription:** Your paid access plan for the Service, including features and usage limits.
 - **Authorized Users:** For each registered user account, there is only one person who has access to the Account under your Subscription.
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3. Service Description

Photolok is a cloud-based photo and digital identity and access management system that uses images instead of passwords to assist customers in the management, monitoring, and security of users and device infrastructure.

Netlok's Photolok is:

- An identity provider and authentication server

- Ultra-secure, including providing defensive protection against AI/ML-powered cyberattacks. Note: Netlok does not use user data to train AI or ML models; see Privacy Policy, Section 5.
- Simple and easy to use
- Cost effective
- Able to eliminate language and literacy barriers
- Able to be combined with other authentication approaches

Service features may vary by subscription tier. Current feature descriptions are available on our website and in your Account dashboard.

4. Account Registration & Eligibility

You must be an adult to use our service, and you must provide truthful information about yourself.

Age Requirements

You must be at least 18 years old to use the Service.

Account Information

You must provide accurate, current, and complete information during registration and keep your Account information updated.

Verification

We may require identity verification for certain features or to comply with legal obligations.

5. Service License & Permitted Use

We give you permission to use our service for your business needs, but you cannot sell, copy, misuse, reverse engineer, or modify it.

License Grant

Subject to these terms, Netlok grants you a limited, non-exclusive, non-transferable license to access and use the Service during your Subscription period.

Permitted Uses

You may use the Service to:

- Provide access to systems, applications, and platforms for which Photolok has been authorized

- Block bad actor hacking attempts, including providing defensive protection against AI/ML-powered cyberattacks
- Protect users with a silent alarm and alerts for people in duress
- Provide single-use images for high-risk situations
- Provide message and video content prior to logging on
- Access your content from multiple devices

Prohibited Uses

You may not:

- Resell, redistribute, or sublicense the Service
- Use the Service for illegal activities
- Attempt to reverse-engineer or modify the Service
- Interfere with Service security or performance
- Create derivative works based on the Service

6. Fees, Payment & Billing

You pay for the service as agreed, and we will clearly tell you about any charges or changes to your subscription.

Payment Terms

- All fees are in U.S. dollars unless otherwise specified
- Payment is due monthly in advance of the use of the service
- The payment date is determined by the date on which service commences
- We accept major credit cards and other payment methods as displayed during checkout
- Payment processing is handled by CardConnect and complies with PCI DSS v4.0.1 standards. Netlok does not store payment card numbers.

Automatic Renewal

Important Notice: Your subscription will automatically renew at the end of each billing period unless you cancel at least 24 hours before renewal. You will be charged the then-current subscription rate.

Advance Renewal Notice: We will send you advance notice of each upcoming renewal to your registered email address before the renewal date, giving you sufficient time to cancel if you choose not to renew.

Cancellation

You may cancel your subscription at any time. Cancellation takes effect at the end of your current billing period.

How to Cancel:

- Online: Complete the "Contact Us" form at netlok.com
- By phone: Call 805-717-9898 during business hours (Monday–Friday, 9 AM – 5 PM PT)

Upon cancellation, you will receive a confirmation email acknowledging your cancellation request and confirming the date your access will end.

Refund Policy

- Annual subscriptions: Prorated refund for unused days if canceled within 30 days of initial purchase
- Monthly subscriptions: Prorated refund for unused days if canceled within 7 days of purchase
- No refunds for partial months or periods already used

Late Payment

Late payments may result in:

- Service suspension after 5 days past due
- Account termination after 30 days past due
- Collection fees and interest as permitted by law

Price Changes

We will provide at least 30 days' notice for any price increases to your subscription.

7. Customer Responsibilities

You are responsible for keeping your account secure and using the service appropriately.

Account Security

- Keep your login photos confidential
- Do not share login photos with anyone
- Notify us immediately of any security breaches
- You are responsible for all activities under your Account

Compliance

- Follow all applicable laws and regulations
- Respect others' intellectual property rights
- Use the Service only for lawful purposes

Data Backup

While we maintain backups, you are responsible for maintaining your own copies of important information.

8. User Content & Acceptable Use

You and/or your authorizing entity own the information used to register the account, but you must follow rules to protect it.

Your Content Rights

You and/or your authorizing entity that is paying for the Service retains ownership of all User registered information placed in your Photolok account. By registering information, you grant Netlok a limited license to store, process, and display your information solely to provide the Service.

Content Restrictions

You may not enter content or information that:

- Violates any law or regulation
- Infringes on others' intellectual property rights
- Contains malware or harmful code
- Is obscene, defamatory, or harassing
- Violates privacy rights
- Contains personal information of minors without parental consent

Content Monitoring

We reserve the right to review and remove information that violates these terms, but we are not obligated to monitor all User Information.

DMCA Compliance

We respond to valid copyright infringement notices under the Digital Millennium Copyright Act.

9. Privacy & Protection

We take protecting your personal information seriously and follow strict privacy laws.

Privacy Commitment and Your Privacy Rights

Our Privacy Policy (effective May 8, 2026) is available at: <https://netlok.com/privacy>. The Privacy Policy reflects compliance with current U.S. state and federal privacy laws, including the California Consumer Privacy Act (CCPA/CPRA), the DOJ Data Security Program, and applicable multi-state privacy regulations. By using the Service, you agree that our Privacy Policy also applies to your use.

10. Service Levels & Availability

We commit to keeping the service running reliably.

Subject to the payment by you of fees applicable to the product service level you select, Netlok will provide services and support services for the selected tier as defined in the purchase order. The services and support level purchased is incorporated into this Agreement for the duration so long as you are current with your payment of fees.

11. Third-Party Integrations

We may work with other companies to provide features, and we will tell you how your data is shared.

Authorized Partners

We may integrate with third-party services to enhance functionality.

Data Sharing

We only share your data with third parties:

- As necessary to provide requested integrations
- With your explicit consent and/or your business or government entity's consent
- As required by law
- With service providers under strict confidentiality agreements

We do not sell customer information or data.

Third-Party Terms

You and/or your business or government entity may want to integrate the Service with other third-party authentication services. If so:

- You authorize Netlok to disclose your information and data to the third party as required
- Netlok will not be responsible or liable for the security of any third-party authentication service, or any damage or loss caused by reliance on any third-party authentication service
- Each applicable provider of third-party authentication services is a separate data controller with respect to its processing of customer data
- Any use of any third-party authentication service is subject to such provider's terms and privacy practices; Netlok does not control the processing of Customer Data by any such provider
- If any user enables, integrates, or otherwise uses any third-party authentication service in connection with the Service, such use is governed solely by the terms and policies of that third-party service

- **ANY USE OF THIRD-PARTY AUTHENTICATION SERVICES IS DONE AT CUSTOMER'S SOLE RISK. NETLOK IS NOT RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY AUTHENTICATION SERVICES OR THEIR SECURITY.**
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12. Term & Termination

This agreement starts when you begin using the service and continues until you or we end it according to these rules.

Term

This Agreement begins when you first use the Service and continues until terminated by either party.

Termination by You

You may terminate this Agreement at any time by canceling your subscription and ceasing use of the Service.

Termination by Us

We may terminate this Agreement:

- For material breach after 30 days' written notice and opportunity to cure
- For non-payment after 30 days past due
- If required by law or legal process
- If you violate acceptable use policies (immediate termination for serious violations)

Effect of Termination

Upon termination:

- Your access to the Service will cease
- You may download your User Content for 30 days
- We will delete your data according to our retention policies
- Provisions that should survive termination will remain in effect

Data Deletion

You and/or your business or government entity may request immediate deletion of your data upon termination. We will confirm deletion within 30 days.

13. Intellectual Property

We own the service technology, you own your content, and we respect each other's intellectual property rights.

Netlok's IP Rights

Netlok owns all rights, title, and interest in the Service, including:

- Software, code, algorithms, and images
- Patent licenses, trademarks, logos, and branding
- Documentation and user interfaces
- All improvements and modifications

Your IP Rights

You and/or your business or government entity retain ownership of your User Content. You are responsible for ensuring you have rights to any content you register.

License to Your Content

By registering User Content, you grant Netlok a limited, non-exclusive license to:

- Store and process your registered material to provide the Service
- Display your registered material as you direct through the Service
- Create backups for data protection purposes

This license terminates when you delete your registered material or terminate your Account.

Infringement Claims

If you believe your intellectual property rights have been infringed, please contact us with detailed information about the alleged infringement.

14. Confidentiality

We both agree to keep confidential information private and secure.

Mutual Confidentiality

Both parties agree to maintain confidentiality of:

- Technical information and trade secrets
- Business information and strategies
- User data and usage patterns
- Any information marked as confidential

Exceptions

Confidential information may be disclosed:

- As required by law or court order

- With written consent from the disclosing party
- If information becomes publicly available through no fault of the receiving party
- When the material becomes available to the recipient on a non-confidential basis from a source other than the disclosing party
- If it was known by the recipient prior to disclosure by the disclosing party

Duration

Confidentiality obligations continue for 3 years after termination of this Agreement.

15. Indemnification

We will defend you against certain legal claims about our service, and you will defend us against claims related to your use of the service.

Netlok's Defense

Netlok will defend you against claims that the Service infringes valid U.S. intellectual property rights, provided you:

- Notify us promptly of any such claims
- Cooperate fully in the defense
- Allow us to control the defense and settlement

Your Defense

You will defend Netlok against claims arising from:

- Your violation of these terms
- Your User Content
- Your use of the Service in violation of the law
- Your negligence or willful misconduct

Limitations

Neither party's indemnification obligations apply to claims arising from the other party's negligence or willful misconduct.

16. Limitation of Liability

There are limits on what we can be held responsible for if something goes wrong.

Damages Limitation

Neither party will be liable for:

- Indirect, special, incidental, or consequential damages
- Lost profits, data, or business opportunities
- Damages resulting from third-party services or integrations

Liability Cap

Each party's total liability under this Agreement is limited to the amount you paid for the Service in the 12 months preceding the claim.

Exceptions

These limitations do not apply to:

- Death or personal injury caused by negligence
- Fraud or willful misconduct
- Violations of intellectual property rights
- Breaches of confidentiality

Essential Purpose

If any limitation is found unenforceable, the remaining limitations will still apply to the maximum extent permitted by law.

17. Dispute Resolution

This is a B2B agreement. If we have a disagreement, we will try to resolve it through discussion first, then binding arbitration if needed. Arbitration is limited to claims arising directly from your use of the Photolok Service.

Informal Resolution

Before filing any formal dispute, you must contact us at photolokadmin@netlok.com to attempt informal resolution. We will respond within 30 days.

Binding Arbitration

If informal resolution fails, disputes will be resolved through binding arbitration administered by the American Arbitration Association in California, under their Commercial Arbitration Rules.

Scope of Arbitration

The agreement to arbitrate is limited to claims arising out of and directly relating to your use of, payment for, or Netlok's provision of the Photolok Service under this Agreement. Claims unrelated to the specific service provided under this Agreement are not subject to arbitration under this clause and may be pursued in a court of competent jurisdiction.

Delegation Clause

Any threshold questions of arbitrability — including questions about the scope, validity, or enforceability of this arbitration agreement — shall be decided by the arbitrator, not by a court, except to the extent a court is required to act under applicable law.

Arbitration Severability

If any portion of this arbitration agreement is found to be unenforceable, invalid, or void under applicable law, that portion shall be severed, and the remaining provisions of this arbitration agreement shall continue in full force and effect.

Small Claims Exception

You may pursue claims in small claims court if they qualify under applicable small claims rules.

Class Action Waiver

Both parties waive the right to participate in class actions, collective actions, or representative proceedings, except that nothing in this waiver prevents either party from seeking public injunctive relief in court where such relief is not waivable under applicable law.

Equitable Relief

Either party may seek equitable relief (such as injunctions) in court for intellectual property or confidentiality violations.

Governing Law

This Agreement is governed by California law, without regard to conflict of laws principles.

18. Compliance & Export Controls

You must follow all applicable laws when using our service, including restrictions on sharing technology and data internationally.

Legal Compliance

You agree to comply with all applicable laws and regulations, including:

- Export control and sanctions laws
- Privacy and data protection laws
- Intellectual property laws
- Consumer protection laws

Export Controls

The Service and related technology are subject to U.S. export control laws. You may not:

- Export or re-export the Service to prohibited countries or persons
- Provide access to individuals on restricted party lists

- Use the Service for prohibited end-uses

U.S. Department of Justice Data Security Program

The U.S. Department of Justice's Data Security Program (DSP), effective April 8, 2025, imposes restrictions on data transactions that could provide access to Americans' sensitive personal data to countries of concern or covered persons. You agree that your use of the Service shall not involve or facilitate:

- Any transfer of, or provision of access to, personal data processed through the Service to any entity headquartered in, organized under the laws of, or majority-owned by a country of concern as defined under the DSP
- Any transaction with a "covered person" as defined under the DSP without compliance with applicable CISA cybersecurity requirements
- Any data brokerage transaction involving personal data processed through the Service with a country of concern or covered person

The current countries of concern under the DOJ Data Security Program are: China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela.

This restriction applies to your use of the Service and to any integration or downstream use of data obtained through the Service. Netlok's own compliance with the DSP is described in our Privacy Policy.

Sanctions Compliance

The Service cannot be used in countries subject to comprehensive U.S. sanctions or by individuals on sanctions lists.

Compliance Monitoring

We may monitor compliance with these requirements and suspend access if violations are detected.

19. Changes to Terms

We may update these terms occasionally and will give you advance notice of any changes.

Notice of Changes

We will provide at least 30 days' notice of material changes to these terms by:

- Email notification to your registered address
- Prominent notice in the Service
- Update to our website

Acceptance of Changes

Continued use of the Service after the effective date of changes constitutes acceptance of the modified terms.

Rejection of Changes

If you do not agree to modified terms, you may terminate your Account before the effective date of changes.

20. General Provisions

Entire Agreement

This Agreement, together with our Privacy Policy (effective May 8, 2026), constitutes the entire agreement between you and Netlok regarding the Service.

Severability

If any provision is found invalid or unenforceable, the remaining provisions will continue in full force and effect.

Assignment

You may not assign this Agreement without our written consent. We may assign this Agreement in connection with a merger, acquisition, or sale of assets.

Force Majeure

Neither party will be liable for delays or failures due to circumstances beyond their reasonable control.

Waiver

Failure to enforce any provision does not constitute a waiver of that provision or any other provision.

Survival

Provisions that should reasonably survive termination will continue after this Agreement ends.

Version History

- **Version 3.0 — May 8, 2026:** Updated to reflect California SB 82 arbitration scope limitations and delegation clause; McGill rule class action waiver carve-out; DOJ Data Security Program compliance obligations; PCI DSS v4.0.1 payment processing reference; minimum age raised to 18; cancellation procedures clarified; advance renewal notice commitment confirmed; AI/ML security claim clarified; Privacy Policy cross-reference updated to May 8, 2026.

- **Version 2.0 — August 14, 2025:** Comprehensive update for enhanced compliance and transparency.
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21. Contact Information

General Support

- Email: photoloksupport@netlok.com
- Phone: +1 (805) 895-8947
- Hours: Monday–Friday, 9:00 AM – 5:00 PM Pacific Time

Privacy Requests & Legal Notices

- Email: photolokadmin@netlok.com
- Phone: +1 (805) 895-8947

Mailing Address

Netlok, LLC

1171 Crestline Drive

Santa Barbara, CA 93105, USA

Important: You must keep your contact information current in your Account settings. All notices will be sent to your registered email address unless otherwise specified.

This Terms of Service agreement is designed to be comprehensive, compliant with current U.S. regulations, and understandable to business users. It reflects current best practices for transparency, legal compliance, and mutual protection as of May 2026.

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