

KASPERSKY TAKEDOWN SERVICE

PRODUCT TERMS AND CONDITIONS

These Product terms and conditions ("Product T&C") set forth the special terms and conditions applicable to the Kaspersky Takedown Service. They are to be read in conjunction with the [Kaspersky Threat Intelligence Agreement](#) ("Agreement"), which also applies to the Product T&C.

These Product T&C are legally binding and govern the use of Kaspersky Takedown Service ("Service" or "Product") by customers and partners. Accordingly, Kaspersky advises reading them carefully.

By purchasing, accessing and/or using the Product, and/or by clicking the acceptance button, if required by Kaspersky the Customer or Partner ("You") agrees to these Product T&C. The Customer or Partner shall ensure that all individuals or legal bodies involved in purchasing, accepting or using the Product are aware of these terms comply with them.

By accepting the Product T&C on behalf of the Customer or Partner, You represent and warrant that:

- (i) You have the full legal authority to bind the Customer or Partner to the Product T&C;
- (ii) You have read and understand the Product T&C;
- (iii) You agree, to these Product T&C on behalf of the Customer or Partner.

In the event of a conflict between the provisions of these Product T&C and any separate agreement entered into between Kaspersky and the Customer or Partner, the terms of the separate agreement shall prevail.

1. DESCRIPTION

Unresolved problems with brand abuse, impersonations, and other online cyber threats impersonation can lead to a loss of revenue, brand damage, erosion of customer trust, data leaks, and more. Malicious domains engaging in phishing, malware, and trademark abuse pose a serious threat to both users and businesses.

Every day, Kaspersky blocks thousands phishing/scam URLs, and prevents more than 1M attempts by our clients and their employees to click on potentially harmful URLs.

Rogue apps impersonating Customer's brand can trick users, steal data, and damage trust. Fake social media accounts can lead to spread disinformation and fraudulent activities.

Mitigating these risks often requires the takedown of content that harms their brands. Managing takedowns is a complex process that requires expertise and timely responses.

Takedown means the blocking, deletion, elimination, or suspension of delegation of a resource containing malicious activity or, in the opinion of the copyright holder, the client, who is unlawfully using the Customer's trademark. Takedown can also be understood as changing the content on a resource if, as a result of this change, the threat of trademark misuse or phishing is eliminated.

Benefits

- ▶ **End-to-end management.** Kaspersky will manage the takedown process by itself, minimizing Customer's involvement in it.
- ▶ **Global coverage.** Kaspersky will send the request to the related organizations (included but not limited to Internet regulation, hosting providers, domain name registrars, Internet site administrators (owners) and other persons, etc.), that have legal takedown rights, regardless where they are registered in.

Kaspersky monitors new and existing domains – to identify suspicious domains that may pose a threat to Customer brands, Social Media sources such as Facebook, X (formerly Twitter),

Telegram, and Instagram for the presence of fake accounts, and the two biggest mobile marketplaces – App Store and Google Play – to identify fake/malicious mobile applications.

SERVICE WORKFLOW

- **Customer**
- provides Power of Attorney via email: brand_protection@kaspersky.com.
A valid **Power of Attorney is a prerequisite** for Service provision.
 - provides list of employees' emails to be permitted by Kaspersky to access the [Customer's Company Account](#) via email: intelligence@kaspersky.com.
 - request a takedown after registration via [Customer's Company Account](#).
request shall include the detailed description, evidence of trademark rights and, if required, necessary files.
Customer must provide evidence of trademark rights for the requested resources in a form of a link (wipo.int or analogues) or a document.

Mandatory terms

- ❖ Trademark must be in a status "Registered" in the moment of the request;
- ❖ Trademarked word, symbol;
- ❖ Trademark registration number;
- ❖ Trademarked goods and services class;

Registration office where the trademark is registered in (for example UPSTO).

Optional terms

- ❖ Direct link to trademark record or trademark search page, if available.

After the request, Kaspersky will send notification to email which is linked to Customer's Company Account - for tracking the progress of the Service.

- **Kaspersky**
- checks the Customer documents and evidence for submitting a request.
 - prepares all the necessary documents and sends the request for takedown to the related organizations (CERTs, registrars etc.) that have legal rights to shut down the domain, fake social media account or fake/malicious mobile application.
 - requests takedown.
 - notifies the Customer on progress of the takedown, whether it is successful or not.

SERVICE LEVEL AGREEMENT ("SLA")

Party	Service	Period
► Customer	requests the Service via Customer's Company Account	Up to Customer during the Period
► Kaspersky	takes the Customer request.	3 Business days
► Kaspersky	notifies the Customer - Request registered - Official request to the local registrars for takedown made	30 Business days

	- Successful takedown - if there's no reply from the local organizations that has legal rights for takedown.	
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THE SERVICE DOES NOT OFFER DAILY STATUS NOTIFICATIONS.

TERMS FOR THE DOMAINS AND URLS TAKEDOWN

To fall within the scope of the Takedown procedure, a domain or URLs must meet at least one of the following conditions:

- Presence of a registered trademark of the Customer and a form soliciting private or personally identifiable user information.
- Presence of any evidence of malware or phishing activity on a resource.
- Presence of a registered trademark of the Customer and the existence of misleading use of said trademark constituting brand abuse.

TERMS FOR THE SOCIAL MEDIA PAGES TAKEDOWN

Service applies exclusively to the following platforms and types of content directly associated with the Customer's brand:

- **Facebook:** Accounts and groups associated with the Customer's brand.
- **Instagram:** Accounts associated with the Customer's brand.
- **X (formerly Twitter):** Accounts associated with the Customer's brand.
- **Telegram:** Profiles, channels, and groups associated with the Customer's brand.

TERMS FOR THE MOBILE APPLICATIONS TAKEDOWN

Service is limited to mobile applications published on the following marketplaces:

- **Apple App Store:** Mobile applications associated with the Customer's brand.
- **Google Play:** Mobile applications associated with the Customer's brand.

Product Options

The type and price of the Product are indicated in the Proposal, and/or in the Kaspersky's price list in effect at the time the Order is placed. The Customer or Partner declares to know and accept this price list; which shall supersede all previous price lists.

Number of the requests and Subscription Period are stated in the Order and the related Certificate.

Each Customer's request covers a single resource for takedown.

Kaspersky will provide the Product option(s) in accordance with the Order, Certificate and these Product T&C.

2. PROVISION

- 2.1. Service Delivery.** Service is available during the Subscription Period after the Order is placed and Customer provides the request and all the required documents. Requests can be submitted after registration via [Customer Company Account](#) during the Period. Customer shall provide to Kaspersky a valid [Power of Attorney](#), and trademarks' registration in order to receive the Service.

Kaspersky does not covenant, guarantee or warrant that the Product will be completed in full due to its dependence of the third parties. The Customer's request will be closed after thirty (30) Business days no matter if the takedown process was successful or not.

Kaspersky will inform the Customer about sending a request to the registrar or resource owners. If confirmation is received that the domain has been taken down (or account/application deleted),

Customer will be informed. If no such confirmation has been received within thirty (30) Business days, Kaspersky will also notify the Customer.

Kaspersky reserves the right to decline the Customer's request if the requested resource(s) can be considered legitimate. Such requests will not be counted in the Customer total number of requests.

2.2. MP Partners are authorized by Kaspersky based on the Direct agreements to:

- i) provide End-User(s) the right to use the Product solely as part of MP Partner products and services managed by MP Partner in accordance with the Order, conditions of Trial use, and the Product T&C;
- ii) resell the Product to its End-User(s);
- iii) provide the required documents of End-User(s) to Kaspersky;
- iv) permit End-User(s) to use the Product solely as a part of MP Partner products and services subject to the terms of a MP Partner and End-User Agreement, where MP Partner and End-user agreement is an agreement that must be executed between a MP Partner and an End-User for the provision of MP Partner products and services. This agreement must be no less restrictive and must offer the same level of protection for Kaspersky's rights, as stated in these Product T&Cs.

MP Partners shall guarantee, that they are authorized by End-User(s) and have all necessary agreements with its End-User(s) in accordance with applicable local law, and all necessary rights and permissions to use the Service on End-User(s) behalf.

2.3. Trial Use. Kaspersky authorizes Customer or Partner to use the Service for its internal evaluation business purposes for a period of up to thirty (30) calendar days from the Effective date with no charge. Number of requests is limited by one (1) request during the Trial Use. Kaspersky may upon mutual written agreement (including via email), extend the Period of this Trial Use.

Trial Use is a time-limited and/or functionality-limited usage of the Product in accordance with these Product T&C. Trial use is available in a full format, with a limited Period, and in format of Demo use, or Pilot project mode. Parameters and limitations, Trial use format is previously agreed by Parties in written (including via email), or stated in the Proposal, or in the Order. Usage of Trial Use indicates Customer's or Partner's acceptance of any such parameters and limitations.

Kaspersky reserves all rights to provide Pilot projects on a royalty-free and/or commercial basis. All conditions of Trial use, including but not limited to terms of subscription, functionality, scope of the extended support of Kaspersky team, etc. are previously agreed by Parties in written including via email.

Demo use can be limited by functionality, provided at the time of Customer's or Partner's access.

2.4. Special terms of Service provision. Takedown may be initiated only upon the simultaneous fulfillment of the following conditions:

- ✓ Customer requests the Service with the link in respect of which the takedown procedure to be carried out;
- ✓ Customer provides a detailed description of the reason(s) why the Customer considered the resource(s) to be phishing, malicious, or containing the misuse of the trademark;
- ✓ A Power of Attorney is submitted from the Customer's legal entity that owns the trademark being infringed, as linked in the reported URL;
- ✓ The target resource clearly exploits its brand, which is registered as a combined or graphical trademark;
- ✓ The target resource does not demonstrate bona fide use of its trademark;

- ✓ Customer provides valid documentation confirming active registration of the relevant trademark.

- 2.5.** Term. The Product T&Cs shall commence on (i) the Effective Date, or (ii) the date on which the Customer or Partner accepts these Product T&Cs, by clicking the appropriate button, if required by Kaspersky. The Product T&C will no longer be applicable as soon as the initial Period expires, unless it is extended or renewed by a new Order, or otherwise agreed upon in writing by the Parties, including via email.
- 2.6.** Compensation. The Service fee, payment procedure, and details shall be stipulated in the Order or Direct agreement. Kaspersky's obligations hereunder shall be subject to, and conditioned upon, the Customer's or Partner's confirmation that they have fully accepted and acknowledged the payment terms for the Product and that Kaspersky has received a valid Order for these Products. The Customer or Partner agrees to pay the fee in full, including all applicable taxes. Unless otherwise agreed upon in writing, all amounts are exclusive of value-added tax, sales tax, or other applicable taxes, which shall be paid by the Customer or Partner in addition to the service fees. If payment is not received within ten (10) Business days of the due date, Kaspersky may suspend the Subscription until full payment is received, without prejudice to any other rights or remedies available. Kaspersky may charge interest on overdue amounts at a rate of 15% per annum or the maximum rate permitted by applicable law, calculated from the due date until payment is received.
- 2.7.** Cooperation. The Customer shall provide any information reasonably required by Kaspersky to enable Kaspersky to fulfil its obligations under the T&Cs. Kaspersky will not be liable therefor if the required information is not provided to Kaspersky by the Customer or is inaccurate, and/or inadequate for the provision of the Product.
- 2.8.** Technical Support. During the purchased Period, Kaspersky will provide the Customer or Partner with Technical Support, which includes addressing of Customer or Partner problems related to the Product's use provided that it is used properly according to its intended use and in compliance with the documentation and technical specifications, and these Product T&C.

Depending on the nature of the request, Kaspersky Technical Support/Customer Service specialists make commercially reasonable efforts to provide quality support.

Responses within a fixed time period can only be offered as part of [paid services](#).

Customers can contact Kaspersky via [the contact page](#) or use "Contact support" button in Kaspersky TIP, if the need technical support.

2.8.1. Standard Support does not include the following:

- Development of new Product functionality at the request of a User;
- Performance improvement and configuration of user devices;
- Onsite Support and Remote Support sessions (can be purchased as an additional service through Kaspersky Professional Services);
- Assisting users via phone or via web chat while collecting data for analysis and/or applying recommendations;
- Consultations regarding third-party applications and/or operating systems;
- Use of third-party patches to fix vulnerabilities in operating systems and applications
- Integration of Kaspersky software with third-party software (can be purchased as an additional service through Kaspersky Professional Services);
- Software configuration and performance checks by Technical Support/Customer Service specialists as well as advice on network security configuration (can be purchased as an additional service through Kaspersky Professional Services);
- Software training;

- Demonstration, deployment, and configuration of Software (can be purchased as an additional service through Kaspersky Professional Services);
- Analysis and provision of a formal opinion on the causes of a technical error;
- Analysis and investigation of incidents resulting from malware infection (can be purchased as an additional service through Kaspersky Incident Response).

2.8.2. Kaspersky does not provide Support in the following cases:

- Hardware and/or platform-specific software does not meet the minimum system requirements for the Product;
- The Product version is no longer supported (support renewal can be bought upon request).

2.8.3. While Kaspersky makes reasonable efforts to ensure successful installation, stable operation of the Product, and problem resolution, these outcomes cannot be guaranteed in the following cases:

- Software interruptions are caused by hardware issues.
- Software interruptions are caused by incompatible versions of platform-specific software.
- The User is unable or refuses to provide Kaspersky Technical Support/Customer Service specialists with the information that is required to reproduce, analyze, and fix the specific problem.
- The problem arose due to incorrect use or disregard of instructions provided by Kaspersky Technical Support/Customer Service specialists or Kaspersky documentation.

2.8.4. Kaspersky provides Support under the following conditions:

- All commercial and trial versions are supported regardless of the license status.
- A valid license is required for support of all commercial versions of Product.

Some services that are not included in Standard Support may be offered as part of [paid services](#).

2.8.5. Kaspersky guarantees to provide Technical Support / Customer Service for the Product in accordance with the Product T&C. Kaspersky Technical Support/Customer Service specialists may ask the User to run additional Kaspersky utilities (software tools) if this is deemed necessary to handle a request.

2.8.6. After processing a request and on a periodic basis, Kaspersky reserves the right to periodically ask the User for feedback on the quality of service.

2.8.7. When communicating with Technical Support or Customer Service, the User must provide Kaspersky with timely responses and any information reasonably necessary to properly process the request, including information about the purchased License.

3. LIMITATIONS

- 3.1.** Kaspersky does not guarantee the successful Takedown procedure due to dependence on the external responsible organizations;
- 3.2.** Kaspersky has the right to refuse to carry out the Service, if there are no trademark elements at the Customer's request;
- 3.3.** Service will only be carried out if the phishing or brand abuse content explicitly features a brand directly owned by the Customer;

- 3.4.** Takedown actions related to social media may require direct communication of the owner of the official account or account administrator;
- 3.5.** Takedown procedure is irrevocable, and Kaspersky does not restore the blocked accounts.
- 3.6.** Policies of social media, regarding impersonated accounts may be modified. Kaspersky cannot speed up the review process, and the final decision of Takedown is up to the to the related organizations.
- 3.7.** Kaspersky does not provide Service for the resources that do not contain malicious, phishing, brand abuse and harmful content;
- 3.8.** Customer may request the second takedown for the same resource, if the first Takedown procedure was unsuccessful. Kaspersky has right to refuse to carry out the Service after third Customer's request for the same resource. Number of the Customers' requests are limited by the purchased Product option, stated in the Certificate;
- 3.9.** Kaspersky sends the Customer's trademark to the registrar/administrator in the format, provided by Customer. In case if the Customer's trademark is not registered or incorrect (expired, trademark certificate with outdated information or with data different from the Power of Attorney or registration process is incomplete) the probability of unsuccessful takedown increases;
- 3.10.** Customer's request may be rejected by Kaspersky, if the Customer does not provide within seven (7) Business days the Power of Attorney, trademark and/or necessary evidence inquired by Kaspersky;
- 3.11.** Kaspersky does not guarantee that the requested resources are permanently blocked after successful takedown. These resources can be restored by the decision of the regulator or in the event of a change of the regulator and/or hosting provider, as well as due to other circumstances out of Kaspersky's control;
- 3.12.** Service can be provided within thirty (30) Business days. In an event the resources remain unchanged after thirty (30) Business days, the Customer's request can be closed as unsuccessful;
- 3.13.** Each request covers a single Customer's resource for Takedown.
- 3.14.** The Service does not involve the issuance of legally binding decisions. The Service scope is limited to determining the presence or absence of phishing content or unauthorized trademark usage;
- 3.15.** The Service does not cover resources infringing upon copyrights;
- 3.16.** Domains used solely for spam distribution are not covered unless they also contain phishing content or brand abuse;
- 3.17.** Resources that display distorted or altered versions of the trademark are excluded;
- 3.18.** Mere similarities between domain names and trademarks, in the absence of phishing or infringing content, are insufficient grounds for Service and must be resolved through legal proceedings initiated by the Customer;
- 3.19.** Entities explicitly stating their unofficial nature are not subject to Takedown;
- 3.20.** Use of the Customer's slogan in domain names or page content is not sufficient to warrant a takedown.

4. MISCELLANEOUS

- 4.1.** Kaspersky reserves the right at any time to improve the Product and/or its components at any time. This includes but is not limited to content, format, delivery, update details, number of records, sources of intelligence and internal manuals).

- 4.2.** If Customer or Partner violates any of their obligations their obligations under the T&Cs or Product limitations or any other legally binding document concluded between Kaspersky and the Customer or Partner related to the Product, Kaspersky may stop or suspend delivery of the Product. No refund is due in such an event.
- 4.3.** The Customer may not remove or alter any copyright notices or other proprietary notices on the Product, related documentation or materials. All rights not expressly granted herein are reserved by Kaspersky and its licensors.
- 4.4.** Kaspersky reserves the right, at any time, to modify these Product T&C by posting the modifications on its website or via email to contact information provided by the Customer or Partner, and to impose new or additional terms or conditions on the use of Product. Such modifications will be effective immediately upon incorporation into the Product T&C. Continued use of the Product by Customer or Partner will be deemed acceptance thereof.
- 4.5.** Neither party may assign or transfer its rights or delegate its obligations under the Product T&C without the prior written consent of the other party. However, Kaspersky may assign the Product T&C to an affiliate or in the context of a merger or acquisition.
- 4.6.** Unless otherwise is stated in the agreement, the Product T&C are governed by the material laws of Germany. Any disputes arising out of or in connection with the Product T&C shall be subject to the exclusive jurisdiction of the courts in the country where the Kaspersky entity providing the services is located.
- 4.7.** If Kaspersky processes any personal data on behalf of the Customer or Partner, it shall do so in accordance with the Data Processing Addendum. This Addendum is available upon request or as set forth in the agreement.
- 4.8.** Unless the Agreement states otherwise, and to the maximum extent permitted by applicable law, Kaspersky, its affiliates, and its licensors shall not be liable for any indirect, incidental, special, consequential or punitive damages: any loss of profits or revenues, whether direct or indirect; or any loss of data, use, goodwill, or other intangible losses, resulting from the Customer's use of, or inability to use, the Product. This applies even if Kaspersky has been advised of the possibility of such damages. Kaspersky's aggregate liability of under the Product T&Cs shall not exceed the fees paid by the Customer for the Product in the twelve (12) months preceding the event that gave rise to the liability.

THESE PRODUCT T&C SHALL BE BINDING UPON, AND INURE TO THE BENEFIT OF, BOTH PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS