

These Terms of Service (“**Terms**”) govern your access to and use of the LastPass products, services and associated software offerings (the “**Services**”) made available or operated by the applicable LastPass contracting entity identified at <https://www.lastpass.com/legal-center/contracting-entities> (“**LastPass**,” “**us**,” or “**we**”). These Terms apply to all individuals who access or use the Services.

**It is important that you read these Terms carefully because they create a legally binding contract between you and LastPass. If you do not agree to these Terms, please do not use the Services.**

## 1. USING THE SERVICES.

1.1. **Right to Use Services.** We will provide the Services, and you may access and use the Services, in accordance with these Terms for your own personal and individual use. Individual user accounts may not be shared amongst multiple individuals. By accessing or using the Services, you represent that you are of legal age and agree to these Terms.

1.2. **Limitations on Use.** By using the Services, you agree not to: (i) modify, prepare derivative works of, or reverse engineer, decompile, or otherwise attempt to gain access to the source code of the Services; (ii) use the Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iii) store within, upload, or transmit through the Services any harassing, indecent, obscene, or unlawful material, or any type of virus, malware, or malicious code; (iv) market or resell the Services to any third party; (v) transmit any material that may infringe the intellectual property, privacy, or other rights of third parties; or (vi) use the Services to commit fraud or impersonate any person or entity.

1.3. **Changes.** We may modify or discontinue the Services at our discretion. We may make certain premium features or additional functionality available for an additional cost.

1.4. **Family Plan Users.** If you are using our family plan offering, you may be able to create and assign user accounts for other members of the family plan. By creating any user account(s), you are confirming that you have the legal right to do so and are consenting to our processing of personal data of and for all members of your family plan, as described in the LastPass [Global Privacy Policy](#), including any members who may be a minor. You agree to be responsible for the activities of the other members of your family plan and their compliance with these Terms.

## 2. FEES AND PAYMENT.

2.1. **Fees; Payment Information.** If you have purchased a paid version of the Services, you agree to pay all applicable fees and agree to provide us with accurate billing, contact, and payment information needed to process payment. **All payments are final and non-refundable.** We may periodically review your account and charge you additional fees if the number of users accessing your account exceeds your purchased quantity. We may charge your payment card on file or bill you for all amounts due for your access and use of the Services, including any fees or overdraft charges we may incur when collecting payment. We may take steps to update your payment card information (where permitted) to ensure that timely payment can be processed. Your credit card and payment information may be provided to our third-party payment processors for payment, as well as for fraud prevention, and export and legal compliance purposes.

2.2. **Taxes and Withholding.** You are responsible for all applicable sales, services, value-added, goods and services, withholding and similar taxes, tariffs, or fees imposed by any government entity or collecting agency based on your access to and use of the Services. In all cases, you will pay the amounts due in full, without any right of set-off or deduction.

2.3. **Non-Payment; Price Updates.** We may, with notice to you, suspend or terminate the Services if you do not pay applicable fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting any delinquent amounts. We reserve the right to update the price for access to the Services at any time, and price changes will be effective as of your next renewal. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing information on our website, emailing, quoting, or invoicing you. Your continued use of the Service after such notification serves as your agreement to the price change.

## 3. SUBSCRIPTION, RENEWAL, AND TERMINATION.

3.1. **Subscription; Renewal.** The Services are billed on a subscription basis, in advance, and on a recurring billing cycle (which is typically yearly). To help ensure uninterrupted service, subscriptions to the Services will, by default, automatically renew for additional periods equal to your expiring subscription term, unless either party cancels the subscription at least thirty (30) days before the current subscription term expires. If you do not want your subscription to automatically renew, you may cancel the automatic renewal at any time by choosing “Cancel” after navigating to the My Account section of the Account Settings within your LastPass vault or providing notice of non-renewal to our customer support team at <https://support.lastpass.com> (Premium and Families accounts only). Please note that terminating your subscription for one LastPass Service does not affect your subscription to any other Services.

3.2. **Termination.** You may cease using the Services at any time and contact us at <https://support.lastpass.com> to cancel your account, but you will continue to be charged for the Services until the end of your then-current subscription term. We may suspend or terminate your account if we have reason to believe you have violated these Terms. We may reinstate your access to the Services if you remedy the violation to our satisfaction. We will provide notice of such suspension or termination where required by applicable law.

3.3. **Effect of Termination.** If your paid subscription to Services is terminated or expires, your account may automatically be converted to a “free” or “basic” version of the Service, if available, at our discretion. Where your account is not converted to a free version, your access to the Services will end. To the extent permitted by applicable law, neither party will be liable for any damages resulting from the valid termination of the Services, and termination will not affect any claim arising prior to the effective termination date.

#### 4. **YOUR CONTENT AND ACCOUNTS.**

4.1. **Your Content.** As used in these Terms, your “Content” includes any usernames, passwords, secure notes, files, documents, or similar data that you upload or input (e.g., manually or via optional functionality such as password save and fill) to your LastPass vault in connection with your use of the Services. You retain all rights to Content. We may use Content in order to operate and provide the Services to you.

#### 4.2. **Your Privacy and Security.**

4.2.1. *Information Security and Certifications.* We agree to maintain appropriate technical, organizational, and administrative safeguards designed to secure the Services and protect Content against unauthorized access, loss, misuse, or disclosure. We also maintain a compliance program that includes independent third-party audits and certifications. Additional information about our technical and organizational security measures (“TOMs”), including, but not limited to, encryption use and standards, retention periods, and other helpful information, can be found on the Resources page of our Trust & Privacy Center (<https://www.lastpass.com/trust-center/resources>).

4.2.2. *Data Privacy.* We maintain a global data privacy program, designed to safeguard and responsibly handle Content and any associated personal data we may collect and/or process on your behalf. You understand that when using the Services or interacting with our websites your personal data may be processed via equipment and resources located in the United States and other locations throughout the world. You can visit our Trust & Privacy Center (<https://www.lastpass.com/trust-center>) to review our comprehensive privacy program, third-party frameworks, privacy policies, applicable data processing locations and Sub-Processor Disclosures, as well as the TOMs.

4.3. **Your Accounts.** When you access and use the Services, you must provide us with information that is accurate, complete, and current. We may suspend your access to the Services if you or your users are using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity. You agree to safeguard your master password that you use to access the Services and not to disclose it to any third party. We do not send emails asking for your usernames or passwords. DUE TO OUR ZERO KNOWLEDGE ARCHITECTURE, WE DO NOT HAVE ACCESS TO YOUR MASTER PASSWORD. IF YOUR MASTER PASSWORD IS LOST, STOLEN, OR FORGOTTEN, WE CANNOT RETRIEVE YOUR MASTER PASSWORD AND YOU MAY BE UNABLE TO UNLOCK OR ACCESS YOUR ACCOUNT. We are not liable for any losses that you may incur if you fail to properly secure your master password or account.

5. **COMPLIANCE WITH LAWS.** You agree to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. You acknowledge that the Services are subject to export control and trade sanctions laws in the United States and other countries. You may not access, use, export, or disclose any portion of the Services in violation of applicable export control and sanctions laws. Specifically, you represent and warrant that you: (a) are not located within a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that you will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such restricted countries or territories; and (b) are not identified on any U.S. government lists which would prohibit you from receiving the Services. Where required by law, we will cooperate with reasonable requests from government authorities with respect to the Services. We may immediately terminate your subscription if we have reason to believe that you have failed to comply with applicable law.

6. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE**, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT THAT: (i) THE USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE; (ii) THE SERVICES WILL OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM, OR DATA; (iii) THE SERVICES WILL MEET YOUR REQUIREMENTS; OR (iv) ALL ERRORS OR DEFECTS WILL BE CORRECTED. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

7. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASTPASS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHER SUCH DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OR CORRUPTION OF ANY FILES OR DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF LASTPASS, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, AND AFFILIATES FOR DAMAGES DIRECTLY ARISING OUT OF YOUR USE OF THE SERVICES AND THESE TERMS IS LIMITED TO THE SUM OF THE AMOUNTS YOU PAID FOR ACCESS TO THE APPLICABLE SERVICE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.**

#### 8. **ADDITIONAL TERMS.**

8.1. **Sales, Promotional Offers, Coupons and Pricing.** Sales, promotions, and other special discounted pricing offers are temporary and provided in our sole discretion. Upon the renewal of your subscription, any such discounted pricing or promotional offers may expire.

8.2. **Free Services and Trials.** Your right to access and use any free Services is not guaranteed for any period of time, and we reserve the right to modify or terminate your access to free Services in our discretion. If you are using the Services on a trial or promotional basis, your trial will terminate upon the earlier of the end of the trial period or upon your conversion to a paid subscription. You may need to enter your billing information

to register for a trial; and if you do, we will not charge you until the trial period has expired. At the end of the trial period, unless you have cancelled the paid subscription, you will be automatically charged the applicable subscription fees, based on the type of paid subscription you selected.

8.3. **Third Party Services.** We are not responsible for, do not endorse, and have no control over any third-party sites or services that you link to or integrate with the Services. You have sole discretion whether to purchase or connect to any third-party services and your use is governed solely by the separate terms and privacy policies for those services. We strongly advise that you read the terms and conditions and privacy policies of any such third-party sites or applications.

8.4. **Beta Services.** We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available. Use of beta Services is voluntary and optional, and at your sole risk. We have no obligation to provide technical support for beta Services and may discontinue them at any time without prior notice to you. Beta Services are offered "AS-IS," and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. If you are using beta Services, you may receive related correspondence and updates from us.

8.5. **Proprietary Rights and LastPass Marks.** LastPass retains all proprietary right, title and interest in the Services, including our name, logo and other marks, and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades. You may not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates or is similar to part or all of any of the above.

8.6. **No Class Actions.** You agree not to bring or participate in any class, consolidated, or representative action against LastPass or any of our employees or affiliates. You agree that any claim you may have against LastPass arising out of this Agreement or use of the Services may only be brought on an individual basis.

8.7. **Security Emergencies.** If we have reason to believe that the security of the Services or our infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services. If we do so, we will, to the extent practicable, provide you notice, and take actions designed to resolve any security issues and promptly restore the Services.

8.8. **High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities, which include but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.

8.9. **Assignment.** You may not assign or sublicense your rights or delegate your duties under these Terms, either in whole or in part, without our prior written consent. LastPass may assign these Terms, in whole or in part, to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, divestiture or sale of all or substantially all of its business or assets to which these Terms relate.

8.10. **Emails and Communications.** We may provide operational notifications regarding billing, account activity, and service updates to the primary email designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. If you have any questions about these Terms, you can contact our support team at <https://support.lastpass.com> or write to us by mail at the address of the applicable LastPass contracting entity found at <https://www.lastpass.com/legal-center/contracting-entities>.

8.11. **Survival.** The following sections of these Terms will survive termination: Sections 2 (Fees and Payment), 3.3 (Effect of Termination), 4 (Your Content and Accounts), 7 (Limitation of Liability), 8.6 (No Class Actions), 8.10 (Emails and Communications), and 8.15 (Contracting Party, Choice of Law, and Location for Resolving Disputes).

8.12. **Entire Agreement; Changes.** These Terms are the entire agreement between the parties relating to the Services and they supersede all prior or simultaneous oral and written agreements between the parties. We may update these Terms from time to time, which will be identified by the last updated date, and may be reviewed at <https://www.lastpass.com/legal-center/terms-of-service>. If a revision is material, we will make reasonable efforts to provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. Your continued access to and use of the Services constitutes your acceptance of the then-current Terms. If you do not agree to the new terms, or any portion of the new terms, please stop using the Service.

8.13. **General Terms.** If any provision of these Terms is found not to be enforceable, it will not affect any other provisions. No person or entity not a party to these Terms will be a third party beneficiary. Our authorized distributors do not have the right to modify these Terms or to make commitments binding upon LastPass. Failure to enforce any right under these Terms will not waive that right. Unless otherwise specified, remedies are cumulative. These Terms may be agreed to online or executed by electronic signature and in one or more counterparts. We will not be responsible for any delay or failure to perform under these Terms due to any events or circumstances that are outside of our control or that we could not have reasonably anticipated (e.g., natural disasters; terrorist activities, activities of third-party service providers, labor disputes; acts of government, etc.).

8.14. **Consumer Complaints.** LastPass makes every effort to ensure that its customers remain satisfied with its Services. Should you have a concern or intend to raise a dispute, we kindly request that you first review our support resources at <https://support.lastpass.com/>. LastPass Premium or Families users can also work directly with our support team in order to ensure an expedient and efficient resolution. Additionally, where LastPass is unable to resolve a complaint to your reasonable satisfaction: (i) **California residents** may, in accordance with California Civil Code S1789.3, report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by calling (800) 952-5210; and (ii) **residents of the European**

**Union** may utilize the platform for Online Dispute Resolution (“ODR”) provided by the European Commission, which can be accessed at <http://ec.europa.eu/consumers/odr>.

8.15. **Contracting Party, Choice of Law, and Location for Resolving Disputes**. The applicable LastPass contracting entity, contact information, and governing law depends on your billing location, and is stated at <https://www.lastpass.com/legal-center/contracting-entities>.

*Last Updated: January 2024*