

## SYMANTEC CUSTOMER AGREEMENT

Please take the time to read and understand each document. The Symantec Customer Agreement includes:

- **2019 CUSTOMER TERMS AND CONDITIONS (“General Terms”)**
- **2019 SYMANTEC SOFTWARE LICENSE AGREEMENT (“License Terms”)**
- **2019 SYMANTEC SOFTWARE SERVICES TERMS (“Software Services Terms”)**
- **LIFELock™ IDENTITY THEFT PROTECTION TERMS OF SERVICE (“ITP Terms of Service”)**

You are agreeing to the Symantec Customer Agreement (“Customer Agreement”) by either: (1) creating a Norton™ and/or LifeLock™ account; (2) using or accessing our Software or Services (as defined below); (3) by clicking “I Agree” or otherwise electronically agreeing to be bound to the Customer Agreement; and/or (4) by continuing to access or use the Software and/or Services after being notified of a change to any of the terms of the Customer Agreement or other legal documents being provided to you by Symantec.

### 2019 CUSTOMER TERMS AND CONDITIONS

Thank you for choosing Symantec Corporation and/or its subsidiaries and affiliates, and its successors and assigns (collectively “Symantec,” “we,” “our,” or “us”), the makers of Norton™ and LifeLock™ branded security, privacy and identity theft protection software and services.

These General Terms govern your use of software you may have installed or that may have come installed on a device (e.g. phone, computer, tablet, etc.), including any content, updates and new releases (collectively “Software”) and The Software Services Terms governs your use of related services for Software, such as technical support, money-back guarantee and online backup, as well as your right to access and use other Norton™ and/or LifeLock™ branded, services, and other subscription-based offerings (collectively “Services”). The ITP Terms of Service will govern your access and use of any identity theft protection services as defined below.

Your use of Software and/or Services will also be governed by the Terms of Sale and Use; Symantec’s Privacy Statement, LifeLock’s Privacy Policy, and relevant Product Privacy Notices; and any other legal notices provided to You by Symantec, all of which collectively create a legal contract that applies to your access and use of Software and/or Services you purchased.

- **FOR US CUSTOMERS, HOW DISPUTES ARE RESOLVED** - If you live in (or your principal place of business is in) the US, please read the binding arbitration clause and class action waiver in Section xxx. It tells you how disputes are resolved under these software license terms as well as all the documents provided you here.
- **QUESTIONS?** If you have questions concerning this Agreement, please visit the Symantec Support page at [www.symantec.com](http://www.symantec.com).
- **FURTHER ACTION MAY BE REQUIRED.** Your purchase of a license to Software may allow you to access and use additional Services or Software (e.g. Device Security, Identity Theft Protection, Credit Monitoring, etc.), which may require you to set up a Norton and/or LifeLock account and further install Software and/or activate the Service. You may also be required to provide identifying information to open an account, including your address, DOB and other information that will allow us to identify you. We may also ask to see identifying documents.

**IMPORTANT: BY ENTERING THE CUSTOMER AGREEMENT, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC AND ITS AFFILIATES THROUGH SMALL CLAIMS COURTS OR**

**THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 15 BELOW). IF YOU DO NOT AGREE TO THIS CUSTOMER AGREEMENT, PLEASE STOP USING THE SOFTWARE AND SERVICES.**

1. **Symantec's Rights.** Any Software that Symantec provides to you is licensed, not sold to you, and Symantec reserves all rights to the Software and Services (such as rights under intellectual property laws) not expressly granted in the License Terms or as otherwise set forth below.
2. **What You Can and Can't Do with the Software and Services.** Your rights and obligations with respect to the use of Software and Services are as follows:
  - You agree not to use Software or Services for any illegal or fraudulent purposes.
  - You agree to use Software and Services in accordance with all applicable laws and regulations.
  - You may download or otherwise access Software or Services for your own personal, or household, use only.
  - You agree that the information you provide to us about yourself or members of your household is true and accurate and that you are duly authorized to provide us this information on their behalf. If requested, you agree to provide documentation we may deem necessary in our sole discretion, to prove your relationship with any minor child or other people on your account and that you are duly authorized to act on their behalf.
  - Software and Services may not be accessed, used, or shared with family members, non-family members, or other persons who do not reside with you. Exception: Applicable Identity Threat Protection Services may be accessed and used by or on behalf of parents, in-laws, spouse/domestic partner, and/or minor children (for whom you are the legal guardian or parent) and who do not reside with you.
  - You may not distribute or sell or permit others to distribute or sell Software or Services.
  - You must comply with any technical limitations of the Software and Services that only allow you to use it in certain ways.
  - You may not reverse engineer, decompile, disassemble, modify, or create derivative works from the Software or Services, except and only to the extent that applicable law expressly permits.
  - You may not make more copies of the Software than specified herein or allowed under applicable law.
  - You may not (nor may you permit others to) publish, copy or use the Software or Services.
  - You may not sublicense, rent, lease and/or lend the Software or Services.
  - You may not use Software or Services for commercial purposes.
  - You may not, nor may you permit others to provide, offer or make available the Software or Services as part of a facility management, timesharing, service provider or service bureau arrangement.
  - You may not use Software or Services to harass, stalk, threaten, harm, or monitor others.
  - You may not transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy.
  - You may not transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs.
  - You may not interfere with or disrupt servers or networks connected to any Software or Services.
  - You may not attempt to gain unauthorized access to any Software or Services, or the accounts of other users, or computer systems or networks connected to Software or Services.
  - You must be 18 or older to purchase our Software and Services.
3. **Use of Software and Services Over a Network.** You may use Software and Services over a network provided that your subscription, purchase, or billing information permits you to access or use Software and Services on more than one computer or device and provided each computer or device accessing or using the Software or Services is from a single household.

- 4. Not All Updates/Upgrades, Releases, Enhances or Features May Be Available to You.** While we continually strive to improve the usability and performance of our Software and Services, not all releases, revisions, updates, enhancements or features will be available on all platforms or with all purchases of Software licenses or Services. Your right to receive new features and versions of the Software or Services is at Symantec's sole discretion during the License Period. The License Period will be defined in your purchase or renewal confirmation receipt or email (e.g. the purchase or confirmation email that you will receive from us upon purchase of our Software or Services). To optimize the Software or Services or provide new updates and releases, you agree we may download and install new updates and versions of the Software or Services on your devices or machines.

Certain Software or Services uses content that is updated from time to time, including but not limited to the following: antivirus and crimeware software use updated virus definitions; antispyware software uses updated spyware definitions; antispam software uses updated antispam rules; content filtering and anti-phishing software use updated URL lists; some firewall software uses updated firewall rules; vulnerability assessment products use updated vulnerability data, and web site authentication software uses updated lists of authenticated web pages; these updates are collectively referred to as "Content Updates". You shall have the right to receive Content Updates for the Software and Services during your subscription.

- 5. You May Need to Create a Norton™ and/or LifeLock™ Account.** You may need to register for a Norton or LifeLock account to access and use the Software or Services. You're responsible for maintaining the confidentiality of your applicable account password.
- 6. If You Transfer Your Rights, What Happens.** If you transfer all your rights in the Software or Services pursuant to this Agreement, you must also relinquish your access to, or management of, the license key of the transferred Software or Services from your Norton account. Please contact Symantec Customer Service or visit the Symantec Support page set forth below.
- 7. Service Activation May Be Required.** If you choose from within the Software or Services to access or use other Norton or LifeLock Software or Services, or if your Software license or Services purchase entitles you to additional Software and Services, you understand and agree to the most current version of the Norton or LifeLock Terms of Service.
- 8. Marketing to You Other Symantec Services You May Be Interested In.** We may tell you about other Symantec Services. You may be offered other services, products, or promotions by us. Additional terms and conditions and fees may apply. With some Services you may upload or enter data such as names, addresses and phone numbers, purchases, etc. You grant us permission to use information about your use of the Software and Services and experience to help us to provide you other Services (including other products and services you might be interested in), to develop new products and services, and to enhance the Software or Services.
- 9. You Agree We May Contact You.** From time to time, we may need to contact you by phone, text, or email. You agree that we have your permission to do so, at our sole discretion, and in compliance with applicable law.
- 10. Feedback and Consumer Reviews.** If you submit feedback and/or content to Symantec (e.g. reviews, suggestions, comments, ideas), you agree: (i) you are at least 18 years of age and sole author and owner of the intellectual property rights thereto; (ii) all content you post or provide is accurate and all "moral rights" you may have in such content has been voluntarily waived by you; (iii) you will not submit content that is known by you to be false, inaccurate or misleading and/or may be reasonable considered to be defamatory, libelous, hateful, offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation; (iv) you will not submit content that infringes a third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (v) you will not submit content that violates any law, statute, ordinance or

regulation; (vi) you will not submit content for which you were compensated or granted any consideration by any third party; (x) you shall not submit any content that includes information that references other websites, addresses, email addresses, contact information, phone numbers, or other personally identifiable information for yourself or others; and (xi) you will not submit content that contains any computer viruses, worms or other potentially damaging computer programs or files. We reserve the right to use your feedback, suggestions, name and likeness, ideas freely and in any way, including in future modifications of the Software or Services, other products or services, advertising or marketing materials. You grant Symantec a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback and/or content you provide in any way.

- 11. Free Trials.** Your license to use Software or Services during a free trial is valid only for the applicable trial period. You understand that upon expiration of your trial user license, you must purchase a license for the particular Software or sign up for a subscription in order to continue using or accessing Service. If you do not purchase Software or Service via license or subscription by the end of a trial period, you may lose certain content or information.
- 12. Introductory or Special Offers.** Depending on your offer, you may have an introductory or special offer. After the introductory offer expires, you will automatically renew at the then applicable price or until cancelled by you. Our pricing, including any renewal price, are subject to change, but we will notify you in advance.
- 13. Automatic Renewal.** If you don't cancel your account or subscription with us, we will automatically renew and charge you at the end of your subscription period. If you don't cancel your plan prior to any automatic renewal, you will be charged at the then-current applicable price as published by us. Remember that all prices are subject to change at any time, so please review our published prices.
- 14. Term, Termination, and Cancellation.** Unless cancelled and/or terminated, services will automatically continue indefinitely, and you shall pay the applicable then-current prices as published by us. We will store your payment information and use that information to automatically renew your subscription, and you will be billed, until you cancel. You expressly agree that we can use your payment information for this purpose. We reserve the right to verify credit/debit card payments prior to acceptance of your order. We also reserve the right to (i) obtain and continue using updated credit card account information electronically, when applicable, from the card brands, (ii) retry failed payments to complete transactions, including but not limited to, retrying failed cards with extended expiration dates and, (iii) change or amend authorized third parties to assist with payment processing. You further acknowledge and agree that, subject to our then-current member authentication procedures, another adult member enrolled on your account may authorize changes to the account, including without limitation to the form of payment, or to the Services including termination of membership or changes that may result in additional charges. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services. We also reserve the right to collect any and sales taxes applicable to your purchase of and membership to the service.
- 15. Canceling Your Service for Any Reason.** You can cancel or terminate your subscription at any time. To cancel ITP Services at any time by calling **1-800-lifelock (543-3562)** or you cancel through the member portal. From time to time, you may provide you other ways to cancel, such as by de-installing our app on your mobile device). if you have transacted for services via a third party (e.g., you enrolled through your employer, or a third party), you must terminate the services directly with that third party in accordance with that third party's instructions.
- 16. Our Cancellation, Return & Refund Policy.** Please review the [LifeLock Cancellation, Return & Refund Policy](#) for more information on refunds. If we modify or update your Service and you object to such change, your sole remedy shall be to terminate and/or cancel the Service.

- 17. Canceling if You Enrolled Through a Third Party.** If you have enrolled in or obtained your membership to the Service(s) through a third party, and you wish to cancel, you will need to notify the third party of your intent to cancel. We will only terminate your enrollment upon notice to us provided by such third party. If you are enrolled through a third party, you may not be entitled to any refund of fees by us; we shall have no obligation to, and shall not, refund any fees paid by you to a third party.
- 18. Data Collection from Devices; Your Privacy and Personal Information.** Please be aware that our Software or Services will collect information from devices, machines, or computers on which you are using and accessing the Software or Services. The Symantec Privacy Statement applies to all Norton-branded products and services included in the Software and Services, and the LifeLock Privacy Policy applies to all LifeLock-branded products and services included in the Software and Services. For the Software or Services, you can view Symantec's Privacy Statement on the Symantec website ([www.symantec.com/privacy](http://www.symantec.com/privacy)), and you can view the LifeLock Privacy Policy on the LifeLock website ([www.lifelock.com/legal/privacy](http://www.lifelock.com/legal/privacy)). You agree to the Symantec Privacy Statement, the LifeLock Privacy Policy, and the relevant Product Notices, including any changes to these documents that we publish. The Symantec Privacy Statement, the LifeLock Privacy Policy, and the Product Privacy Notices are incorporated by reference into the Customer Agreement. You agree that we may use and maintain your information according to the Symantec Privacy Statement, the LifeLock Privacy Policy and the Product Notices as part of the Software. This means that we may use your information to improve the Software and Services or to design promotions and to develop new products or services. Symantec is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.
- 19. Refunds.** Please review Symantec's Return Policy. Many of Symantec's annual subscriptions include a money-back guarantee if you are not satisfied for any reason. Your eligibility for a refund may depend on the Software or Services, subscription term, duration since the transactions, where you purchased the Software or Services, etc.
- 20. Unauthorized Access to Your Account.** You are solely responsible for ensuring you keep your user name and password safe. Do not share this information with others. In the event someone can access your account using your valid login credentials, we cannot be responsible for any loss or damage that may result from you lost or stolen credentials. Ensure your safe online and aware of phishing and other ways bad actors attempt to steal your information.
- 21. Keep Your Email and Contact Information Current.** We will notify you with important account information and in advance of any price changes. If you don't cancel your plan prior to any automatic renewal, you will be charged at the then-current applicable price. Remember that are prices all subject to change at any time, so please review our published prices. It is your sole responsibility to ensure you email is current and accurate, so we can notify you.
- 22. Norton Community Watch.** The Norton Community Watch collects information about potential security risks from your device or computer and sends the information to Symantec for analysis. This helps us identify new threats and where they originated more efficiently and provide solutions to block them. Norton Community Watch only collects information on running processes, visited URLs, or general system information from your computer when Norton detects a possible risk. It sends data for analysis during a LiveUpdate session or when a scan is run. For more information about Norton Community Watch, please click here.  
([https://support.norton.com/sp/en/us/home/current/solutions/v15462173\\_ns\\_retail\\_en\\_us](https://support.norton.com/sp/en/us/home/current/solutions/v15462173_ns_retail_en_us))
- 23. Disputes; Mandatory Arbitration.** Most disagreements can be resolved informally and efficiently by contacting our customer support.

- a. **If you are a U.S. customer**, you and Symantec agree that any dispute, claim or controversy arising out of or relating in any way to the Software or Services (a "Claim") will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.
- b. **Small Claims Court.** You can take your Claim to small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. You agree to bring a Claim in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.
- c. **Arbitration.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Symantec are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these license terms and/or the termination of your Symantec software license.
- d. **Notice of Claim.** If you elect to seek arbitration, you must first send to Symantec, by certified mail, a written Notice of Your Claim ("Notice of Claim"). The Notice of Claim to Symantec should be addressed to: General Counsel, Symantec, Inc., 350 Ellis Street, Mountain View, CA 94043 and should be prominently captioned "NOTICE OF CLAIM". The Notice of Claim should include both the mailing address and email address You would like Symantec to use to contact you. If Symantec elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your billing address on file. A Notice of Claim, whether sent by you or by Symantec, must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific amount of damages or other relief sought ("Demand"); and (c) whether you reject any subsequent modification of the Dispute Resolution section by Symantec.
- e. **Arbitration Proceedings.** If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or Symantec may commence an arbitration proceeding (or, alternatively, file a claim in small claims court). You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("AAA") (collectively, the "AAA Rules"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org). The arbitrator is bound by these license terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless Symantec and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim. If your claim is for U.S. \$10,000 or less, Symantec agrees that you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the way the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Symantec's last written settlement offer made before an arbitrator was selected (or if Symantec did not make a settlement offer before an arbitrator was selected), then Symantec will pay you, in addition to the award, either U.S. \$500 or 10% of the amount awarded, whichever is greater.
- f. **Injunctive and Declaratory Relief.** Except as provided in Section 15(a), the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or Symantec and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Symantec prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

- g. Arbitration Fees.** If your claim for damages does not exceed \$10,000, Symantec will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of your initial filing fee, unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.
- h. Class Action Waiver.** YOU AND SYMANTEC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and Symantec agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- i. Changes to Dispute Resolution.** If Symantec changes this "Dispute Resolution" section after the date you first accepted the Agreement, and you have not otherwise affirmatively agreed to such changes, you may reject any such change by so stating within Your Notice of Claim. By failing to reject any changes to this Dispute Resolution section in Your Notice of Claim, you agree to resolve any Claim between you and Symantec in accordance with the terms of the Dispute Resolution section in effect as of the date of Your Notice of Claim. Current versions of customer agreements for Symantec products can be found at <https://www.symantec.com/about/legal/repository>.

**24. Third Party Features, Code or Content.** Software or Services may include third-party features and functionalities or may access content on a third-party website. Such features, functionalities or content may be subject to such third-party terms of service and privacy policies.<sup>1</sup>

**25. Export Restrictions.** You acknowledge Software and Services and related technical data and services (collectively "Controlled Technology") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws and will not export, re-export, import or otherwise make available any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required, directly or indirectly. USE OR FACILITATION OF SYMANTEC PRODUCT IN CONNECTION WITH ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE DESIGN, DEVELOPMENT, FABRICATION, TRAINING, OR TESTING OF CHEMICAL, BIOLOGICAL, OR NUCLEAR MATERIALS, OR MISSILES, DRONES, OR SPACE LAUNCH VEHICLES CAPABLE OF DELIVERING WEAPONS OF MASS DESTRUCTION IS PROHIBITED, IN ACCORDANCE WITH U.S. LAW.

**26. US Government Restricted Rights.** For U.S. government procurements, Software and software included in Services is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the software by the U.S. Government shall be solely in accordance with this Agreement.

**27. Your Consent to Obtain Your Credit Reports and/or Scores.** Certain Services allow you, or members of your household, to access and review credit reports and scores or alerts derived from

changes to your reports. For these types of Services or functionality, you agree you are providing written instructions to us under the Fair Credit Reporting Act, and authorizing us to obtain your information on a recurring basis from any consumer reporting agency in order to (i) confirm your identity, (ii) display or disclose your credit information to you and/or your designated representative related to your use of the applicable Services, (iii) allow us to create and deliver certain features and services to you, and (iv) permit us to monitor your credit file(s) so that we can provide to you and/or your designated representative, certain fraud alerts services and provide assistance in reviewing certain portions of your credit data. Any person who knowingly and willfully obtains a consumer credit report or score/disclosure under false pretenses may face criminal prosecution. The credit score is for your own educational use.

- 28. Important Information About Procedures for Opening Credit Features of the Identity Theft Protection Services; No Credit Repair or Counseling.** If we are unable to verify your identity or otherwise obtain your credit score or report from a credit bureau, we will be unable to provide Services that require your credit information. We will continue to provide you other Services that are not dependent on information from your credit report or score from a given credit reporting agency. You agree that you and we are not acting as a credit counselor or credit repair service, and you understand that services requiring a credit score, or report are limited to assisting you in remediating the effects of identity theft.
- 29. Indemnification.** You will indemnify and hold Symantec and its Affiliates (and their respective officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Customer Agreement, or your violation of any law or regulation, or the rights of any third party.
- 30. Severability.** Except for any of the provisions Section 23 of these General Terms, if an arbitrator or court of competent jurisdiction decides that any part of these terms is invalid or unenforceable, the other parts of this Agreement shall still apply.
- 31. Termination.** If you violate any of the terms of the Customer Agreement or if Symantec suspects that you have failed to comply with any of the provisions of the Customer Agreement, Symantec at its sole discretion and without notice may revoke your license to the Software and preclude your access to any Service. Upon termination you must immediately stop using the Software or applicable Services and any outstanding payments will become due. Any termination of this Customer Agreement shall not affect our rights to any payments due to us. Symantec may terminate a free account at any time. Sections 23, 29, 30, 33 and 35 will survive and remain in effect even if this Customer Agreement is terminated.
- 32. Changes to Software or Services.** We may change or discontinue the Software or Services, in whole or in part, at any time, with or without notice to you. We also reserve the right to define eligibility criteria for the Services] and make changes to those criteria at any time. Except as provided in Section 15(i) above, or unless you have otherwise affirmatively agreed to such changes, by continuing to use the Software or Service(s), as applicable, after any such changes or modifications) become effective, you agree to be bound by the revised terms. If you object to such change, your sole remedy shall be to terminate and/or cancel your Software license or the Service. You can cancel Software Services or Services at any time, and may be eligible for a refund, as set forth in our refund policy in the Software Services Terms or the Services Terms, as applicable.
- 33. Governing Law.** California law governs the Agreement, without regard to its conflict of law provisions. You agree that the United Nations Conventions on Contracts for the International Sale of Goods (1980) is specifically excluded from and does not apply to this license agreement.
- 34. Notice to Changes to the Customer Agreement.** We may update or modify the Customer Agreement from time to time, including any referenced policies and other documents. If a revision



meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to, posting on our website, through your Norton or LifeLock account, or in the software or service itself). If we modify the Customer Agreement during your license term or subscription term, the modified version will be effective upon your next renewal, as applicable. In this case, if you object to the updated Customer Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to no-charge software or services, accepting the updated Customer Agreement is required for you to continue using the no-charge software or service. You may be required to click through the updated Customer Agreement to show your acceptance. If you do not agree to the updated Customer Agreement after it becomes effective, you will no longer have a right to use no-charge software or services. For the avoidance of doubt, any new license or service you choose to purchase is subject to the version of the Customer Agreement in effect at the time of purchase.

**35. General.** You may not assign any rights hereunder, nor may any such rights be assigned by operation of law or otherwise, in whole or in part, without our prior written permission. Any purported assignment without such permission shall be void. Any waiver of our rights must be in writing, signed by Symantec, and any such waiver shall not operate as a waiver of any future breach. The Customer Agreement documents the entire agreement between the parties with respect to this subject matter and supersedes any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Symantec's failure to enforce any terms of this Agreement is not a waiver of such term or right. This Agreement is solely and exclusively between you and Symantec and you acknowledge and agree that (i) no third party, including a third-party partner of Symantec or any of its Affiliates is a party to this Agreement, and (ii) no third party, including any third-party partner of Symantec or any of its Affiliates has any obligations or duties to you under this Agreement.

## 2019 SYMANTEC SOFTWARE LICENSE AGREEMENT

### SECTION A. GENERAL SOFTWARE LICENSE TERMS AND CONDITIONS

- 1. Who do these License Terms apply to?** These License Terms apply to your use of Software you may have installed or that may have come installed on a device (e.g. phone, computer, tablet, etc.), including any content, updates and new releases.
- 2. Who Owns the Software?** The Software (including any releases, revisions, updates or enhancements to the Software) and any documentation that accompanies or is made available in connection with Software (including any subscription or purchase information, product packaging) (the "Documentation") is owned by Symantec or its licensors.
- 3. Your Subscription and How Long You Can Use the Software.** You have rights to use the Software during your License Period.
- 4. Automatic Renewal.** Your access to the Software may renew automatically.<sup>2</sup>
- 5. Single Device License; Only One Archival or Backup Copy Permitted.** These License Terms allow you to install only one copy of the Software for use on a single computer or device, unless your subscription, purchase, or billing information permit you to use Software on more than one computer or device. You may make one copy of the Software for back-up or archival purposes or copy the Software onto the hard disk of your device and retain the original for back-up or archival purposes only.
- 6. Transfer of Software License to Another Person, Computer or Device.** You may permanently transfer all your rights to use the Software to another person or entity if you retain no copies of the Software and the transferee agrees to all these License Terms and all other terms of the Customer Agreement. For the avoidance of doubt, if the Software being transferred is part of a multiple product offering, you must transfer all your rights to all product offerings included in such Software. Partial transfer of your rights under these license terms shall not be permitted and any such attempts shall be void and null. For example, if the Documentation or the applicable transaction documentation from the authorized distributor or reseller (collectively, "Provider") grants you the right to use multiple copies of the Software or the right to install the Software on multiple devices, only a transfer of all the rights to use all such copies and device installations of the Software is valid. The foregoing rights to transfer do not apply if you obtained the Software from a Provider. In such event the transfer rights and restrictions under your agreement with the Provider shall apply.
- 7. Preventing Software Piracy.** There may be technological measures in the Software that are designed to prevent unlicensed or illegal use of the Software. You agree that Symantec may use these measures to protect Symantec against Software piracy (e.g. the software may contain enforcement technology that limits the ability to install and uninstall the Software on a device to not more than a finite number of times for a finite number of devices). You may need to activate these technological measures. If so, the Software will only operate for a finite period prior to Software activation by you. During activation, you may be required to provide a unique activation code accompanying the Software and device configuration in the form of an alphanumeric code over the internet to verify the authenticity of the Software. If you do not complete the activation within the finite period or as prompted by the Software, the Software will cease to function until activation is complete; at which time the Software functionality will be restored. If you are not able to activate the Software during the activation process, you may contact Symantec customer support using the information provided during activation or by the provider of the Software.

- 8. Apple Requirements.** If the Software is downloaded from the Apple iTunes App Store (“App Store”), you acknowledge and agree to the following additional terms: (a) these License Terms are between you and Symantec only, and not with Apple, Inc. (“Apple”) and Apple has no liability for the Software and its content; (b) your use of the Software is limited to use on an Apple-branded product running the iOS operating system that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service; (c) Apple has no obligation to furnish any maintenance and support services with respect to the Software; (d) in the event of any failure of the Software to conform to any applicable warranty that has not been disclaimed, (i) you may notify Apple, and Apple will refund the purchased price you paid through the App Store for the Software and (ii) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the Software; (e) Apple is not responsible for any claims, losses, liabilities, damages, costs or expenses relating to the Software or your possession and/or use of the Software, including, but not limited to (i) product liability or warranty claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement and (iii) consumer protection or similar claims; (f) Apple is not responsible for investigating, defending, settling or discharging any third-party claims that the Software or your possession and use of the Software infringes such third party’s intellectual property right; (g) you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (h) you are responsible for complying with any applicable third-party terms of agreement when using the Application; and (i) Apple and its subsidiaries are third-party beneficiaries of this License Agreement; as a third-party beneficiary, Apple will have the right to enforce this License Agreement against you.
- 9. DISCLAIMER OF WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, (1) THE SOFTWARE IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND (2) SYMANTEC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC ADDITIONALLY MAKES NO WARRANTIES THAT: (I) THE SOFTWARE WILL MEET YOUR REQUIREMENTS; (II) THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES, SUBSCRIPTIONS, PRODUCTS, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SOFTWARE; OR (VII) IN RELATION TO THE PAYMENT OF THE REFUND, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. IN ADDITION, SYMANTEC DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS.**
- 10. DISCLAIMER OF DAMAGES. SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SYMANTEC’S OR ITS LICENSORS’ LIABILITY EXCEED THE PURCHASE PRICE WHICH YOU PAID FOR THE APPLICABLE LICENSE PERIOD. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER YOU ACCEPT OR USE THE SOFTWARE.**

## SOFTWARE SERVICES TERMS

### SECTION A. GENERAL TERMS AND CONDITIONS FOR SOFTWARE SERVICES

- 1. Who does this Software Services Terms Apply To?** This Software Services Terms applies to your use of Software Services. You may need to activate an account to fully access and use features and functionality of a Software Service.
- 2. Your Subscription and How Long You Can Receive Software Services.** You have rights to use the Software Services during the Service Period. The Service Period will be defined in your purchase or renewal confirmation receipt or email (e.g. the purchase or confirmation email that you will receive from us upon purchase of our Software or Services).
- 3. Automatic Renewal.** Your access to the Software Services may renew automatically.<sup>3</sup> See the General Terms and Conditions above for more specific information.
- 4. DISCLAIMER OF WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, (1) THE SOFTWARE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND (2) SYMANTEC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC ADDITIONALLY MAKES NO WARRANTIES THAT: (I) THE SOFTWARE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SOFTWARE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES, SUBSCRIPTIONS, PRODUCTS, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE SERVICES WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SOFTWARE SERVICES WILL BE CORRECTED; (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SOFTWARE SERVICES; OR (VII) IN RELATION TO THE PAYMENT OF THE REFUND, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. IN ADDITION, SYMANTEC DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS.**
- 5. DISCLAIMER OF DAMAGES. SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SERVICES EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SYMANTEC’S OR ITS LICENSORS’ LIABILITY EXCEED THE PURCHASE PRICE WHICH YOU PAID FOR THE APPLICABLE SERVICE PERIOD. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER YOU ACCEPT OR USE THE SOFTWARE SERVICES.**
- 6. Cloud or Online Backup.** The online backup feature allows you to store and retrieve your data during the Service Period (“Online Backup Feature”), subject to the amount of storage space that comes with your Software or Services. The total backup storage amount represents total backup

allotted for all your Norton subscriptions that includes the Online Backup Feature. You can't transmit or store data belonging to another party without first obtaining all consents required by law from the data owner for transmission of the data to Symantec. You are solely responsible for the use of the Online Backup Feature, and the Data transmitted or stored through the Online Backup Feature, in connection with your Norton Account. Your right to use the Online Backup Feature will terminate on expiration of the Service Period. Following the expiration or termination of the Service Period:

- **Symantec may permanently delete any data stored to the online backup space provided with your Software and Software Services.**
- **Symantec will not be obligated to maintain any data, forward data to you or a third party, or migrate such data to another backup service or account.**
- **You will not be able to store the data to any additional backup space that you may have purchased separately unless and until the Service Period is renewed.**
- **It is up to you to manage our data. Symantec has no obligation to monitor or manage your data for you.**

To the maximum extent permissible under applicable law, Symantec reserves the right at all times to monitor, review, retain and/or disclose any data or other information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to investigate any mis-use or suspected breach by you.

- 7. Technical Support Services.** Certain technical support features may be offered from within the Software and Software Services, which may include live chat with a technical support agent and/or assistance from a technical support agent via remote computer access (any such technical support offered from within the Software and Software Services shall be referred to in this Software Services Terms as "Technical Support"). If such features are offered and you choose to access such Technical Support any such Technical Support shall be provided in Symantec's sole discretion without any guarantee or warranty of any kind other than any guarantees applicable under consumer laws in your jurisdiction which cannot be excluded or limited in any way. It is solely your responsibility to complete a backup of all your existing data, software and programs before receiving any Technical Support. While providing the Technical Support, Symantec may determine that the technical issue is beyond the scope of the Technical Support. Symantec reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.
- 8. Norton Automatic Renewal Service.** Your Norton subscription purchase includes an Automatic Renewal Service. At the end of your Service Period, the Software Service will be renewed, and your payment method will be charged the then-current renewal price (plus applicable taxes) automatically, without any additional action by you. At any time after your purchase, you may change your subscription settings, including cancelling your automatic renewal, at [manage.norton.com](http://manage.norton.com). Annual Automatic Renewal Service charges are eligible for a refund within sixty (60) days of the renewal purchase date. Please see the "[https://support.norton.com/sp/en/us/home/current/solutions/kb20100113164023EN\\_EndUserProfile\\_en\\_us](https://support.norton.com/sp/en/us/home/current/solutions/kb20100113164023EN_EndUserProfile_en_us)" \h Norton Return Policy for more information on obtaining refunds for Norton products.
- 9. Norton Password Manager; Vault Password.** To use Password Manager, you will need to create a vault. The vault requires its own password. We do not store or keep your vault password so if you lose your vault password, we cannot recover it for you. It is your sole responsibility to remember and keep your vault password. You may then use your vault to store your logins, passwords and login URL's for other sites you access and use.
- 10. Norton Family; Norton Family Premier; Parental Controls.** Norton Family monitors and manages the online activities of children up to 16 years old. You must provide information about your family members, including any minor children and devices that they use. You are solely responsible for monitoring their devices and activity.
- 11. SafeSearch; Safe Web.** Safe Search and Safe Web feature which provides you the ability to safely search the web or internet. SafeSearch may be offered via, but is not limited to, a Symantec search

toolbar. You agree that this feature can access your web, email and other third-party account content to ensure you are able to search and use the web with confidence.

## LIFELock™(R) IDENTITY THEFT PROTECTION (ITP) TERMS OF SERVICE

### SECTION A. GENERAL TERMS AND CONDITIONS FOR ITP SERVICES.

- 1. What do these ITP Terms of Service Apply To?** It applies to any LifeLock branded identity theft protection services, including credit, checking, savings account activity alerts, credit scores, any applicable Service Guarantee and Insurance (the "Protection Programs"), 24/7 member support (in the US only), dark web monitoring, LifeLock Identity Alert System, transaction monitoring, credit scores, credit reports monitoring service.
- 2. Your Social Security Number; Verify Your Information; Credit vs. Non-Credit Versions of Our Services.** You agree to provide a valid and accurate Social Security Number and you agree that we may use it to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address, your date of birth, your social security number and/or requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying information you provide against third-party databases or through other sources. In the event we do not receive all the required personal information during the enrollment process, you agree that we may, in our sole discretion, use our database, the database of our affiliates, or other resources to attempt to complete the required information on your behalf. If you do not provide this information or if we cannot verify your identity, we can refuse to allow you to use credit-based services and automatically provide you the non-credit version of our services. We may continue to attempt to verify your identity and if we are able to successfully do so, we will automatically enroll you into the credit version of the service.
- 3. Enrollment Information; Enrollment of Children/Minors; Parents or Seniors.** Depending upon the Services you enroll in, register for, or otherwise sign up for or subscribe to use, we may permit you to be enrolled (i) by telephone, (ii) on our website, (iii) by some other method we expressly permit, or (iv) by a third party who is authorized to receive on our behalf or provide your personal information to enroll you on your behalf. **If you are enrolling a parent or senior, minor or child as their guardian, spouse or domestic partner into a LifeLock plan,** you are responsible for the accuracy of the information and assuring that it is up to date. Further you agree you are duly authorized to provide to us their personal information and you are duly authorized by them to monitor their accounts on their behalf. Upon completion of the enrollment process, and payment to us of any fees owed, you will become eligible to receive the services for which you and those you have enrolled. You further agree you are acting on behalf of those you have enrolled and expressly agree to the Customer Agreement, as well as these terms on their behalf.
- 4. LifeLock Senior™ Member Protection Plan or LifeLock Junior Member Protection Plan.** A parent or legal guardian acting on behalf of a LifeLock Junior Member is not covered by any Protection Programs arising from LifeLock Junior Member's membership because such coverage belongs to the Junior Member at the levels described in LifeLock Junior program(s). If you are acting on behalf of a parent, you are not covered by any Protection Programs arising from LifeLock Senior Member's membership because such coverage belongs to the Senior at the levels described in the LifeLock Senior™ program(s).
- 5. No Fee Services.** We may make certain features and services available for no fee (the "No Fee Services"), including but not limited to those features or services we make available on or through your mobile phone or device and those we make available to Monitors of Senior™ accounts for our LifeLock Senior™ Service. No Fee Services may include the ability to receive SMS text messages, email, push notifications and other notifications and the ability to access the services for which you have enrolled or registered through a mobile enabled application. If you use one of our No Fee

Services, you are not required to enroll; however, you may still be required to register with us and may need to provide permissions for us to contact you via SMS text messages, email, push notifications or automated telephone recordings to fulfill the services in the case of our Senior™ service. To register for No Fee Services, you must provide us with certain information, including your name, mobile telephone number and email address, and must also create a username and password.

- 6. Mobile Alerts Not Identical to Your Online or Web Alerts; Standard Data Rates May Apply.** The type and frequency of the alerts you get on your mobile device will differ from the alerts you receive through the member portal. Please note that for alerts we send on your mobile device, standard text messaging rates apply (including, where applicable, roaming charges), so please contact your mobile phone carrier for details and fees. You are responsible for all text messaging and data plan fees charged by your mobile phone service. Mobile alerts are provided as a courtesy. We do not guarantee the actual, complete or timely delivery of any mobile alerts. We are not responsible for, and expressly disclaim any and all liability related to, the failure of any mobile alert to be actually, accurately, fully or timely delivered to you for any reason whatsoever, including those caused by a technical error or other problem with our systems, those of your mobile service provider, a third-party company or issues related to your mobile service account or mobile device.
- 7. Transaction and Alert Monitoring; You Agree We Can Get Your Financial Information for You; Keep Your Information Up to Date.** You will need to add or link a financial account to use the transaction monitoring service. You will need to provide us with the account credentials for your eligible financial account(s) (such as credit card accounts, checking and savings accounts and investment accounts) at participating third-party institutions, and agree that you are authorizing us to use the information you provide to us to directly access your account data. If we are unable to access and deliver you your transaction or alert information, you will be notified, and you are responsible for providing updated your account information. If you do not, we will not be able to access your account information to provide alerts or notifications for any account. You may be notified of our inability to obtain transaction information via email, mobile device, or through the member portal. Not all financial accounts may be supported and we may add, remove, or modify the types of transactions for which it will provide alerts at any time and without notice to you. Transaction monitoring and alerts may not be available for all your accounts, and the scope of transaction monitoring and alerts may vary by financial institution or credit card account you link or add.
- 8. Dark Web Monitoring.** If your information has been impacted by a data breach, it may end up on the dark web. The dark web is a place where personal information is bought and sold. If we detect or believe your information may be part of a breach or on the dark web, we will notify or alert you. We cannot remove your information from the dark web and we also cannot ensure the accuracy or integrity of the information on the dark web.
- 9. Updating Your Financial/Bank Account Information.** You are solely responsible for ensuring your financial accounts are connected. The managed account tab within the member portal will give you the date when account was last updated, so that we can alert you to the transactions posted to your linked or added financial institution accounts.
- 10. LifeLock Protection Programs.** If you are enrolled in a qualifying Protection Program(s) and should you become a victim of identity theft, you may be covered for certain losses in accordance with our Service Guarantee and Insurance, which is incorporated by reference into these Terms and Conditions. To the extent that your Protection Program includes Stolen Identity Event Insurance, you agree to such insurance coverage, agree that the premium for such insurance will be paid by us on your behalf, and agree to receive notices of insurance and insurance changes electronically. Please review the Stolen Identity Event Insurance, including the reimbursement guidelines set forth therein. Along with the Service Guarantee and Insurance, please review our reimbursement



guidelines. Please note, your service and/or plan may not include Stolen Identity Event Insurance. If you enrolled in a service and/or plan which includes Prior Identity Theft Remediation, those services do not include Stolen Identity Event Insurance, but you may be eligible for remediation in accordance with our Prior ID Theft Remediation Service Terms which is incorporated by reference into these Service Terms.

- 11. Without Purchasing Our Services, You Can Get a Copy of Your Credit Report for Free.** The Fair Credit Reporting Act (a federal law) entitles you to obtain copies of annual credit reports, for yourself and for minor children for whom you are the parent or legal guardian. You understand and agree it's your sole decision to pay any required payments for our services and you are not legally required to. Further, you can request that their name be removed from preapproved credit card mailing lists and to opt out of preapproved credit card offers free of charge, go to: [www.optoutprescreen.com](http://www.optoutprescreen.com) or call 1-888-5OPTOUT.
  
- 12. Not A Credit Repair Agency; Not Providing Any Legal, Tax, or Financial Advice.** You acknowledge and agree that we are not provide any legal, tax or financial advice by providing you our transaction or alerting services to you. We are also not a credit repair agency. Use of our services will not repair your credit or improve your credit worthiness.
  
- 13. Limitation of Liability.** OTHER THAN PURSUANT TO THE STOLEN IDENTITY EVENT INSURANCE (FOUND HERE) WHICH APPLIES SOLELY TO YOU IF YOU ARE ENROLLED IN OUR PROTECTION PROGRAMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LIFELOCK, OUR AFFILIATES, OUR RESPECTIVE LICENSORS, LICENSEES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXTRAORDINARY, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING), ARISING OUT OF, RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE OR ACCESS THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN THE EVENT WE ARE FOUND LIABLE FOR DAMAGES TO YOU IN A COMPETENT LEGAL PROCEEDING OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE SERVICE TERMS IS LIMITED TO THE LESSER OF (a) ONE THOUSAND U.S. DOLLARS (\$1,000) OR (b) THE AMOUNTS PAID TO US FOR THE SERVICES THAT ARE THE BASIS OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. ONLY LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.