

**TERMS OF SERVICE
NORTON IDENTITY PROTECTION SERVICE(S)**

(LAST UPDATED: SEPTEMBER 27, 2016)

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE (THE "AGREEMENT") CAREFULLY BEFORE USING NORTON IDENTITY PROTECTION (THE "SERVICE"). SYMANTEC CORPORATION, AND ITS AFFILIATES ("SYMANTEC") ARE WILLING TO GRANT ACCESS TO YOU AS THE ADULT INDIVIDUAL THAT WILL BE UTILIZING THE SERVICES (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ALSO APPLY TO ANY UPDATES, AND SUPPORT SERVICES PROVIDED BY SYMANTEC OR ITS THIRD PARTY LICENSORS, UNLESS OTHER TERMS OR POLICIES ACCOMPANY THOSE ITEMS. IF SO, THOSE TERMS OR POLICIES APPLY. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY CHECKING THE BOX THAT YOU AGREE TO THE TERMS OR BY CLICKING THE "I AGREE" OR "YES" BUTTON OR USING THE SERVICE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON AND DO NOT USE OR ENROLL IN THE SERVICE, AND CONTACT SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 19 OF THIS AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE CURRENT SERVICE PERIOD (LESS ANY SHIPPING, HANDLING, AND ANY APPLICABLE TAXES EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING, AND TAXES ARE REFUNDABLE): (A) DURING THE SIXTY (60) DAY PERIOD FOLLOWING THE DATE OF PURCHASE OF AN ANNUAL SUBSCRIPTION OR (B) AT ANY TIME (BUT IN NO EVENT LATER THAN THIRTY (30) DAYS FOLLOWING THE DATE OF PURCHASE) DURING YOUR CURRENT SERVICE PERIOD (e.g., THE THIRTY (30) DAY PERIOD FOLLOWING DATE OF PURCHASE OF A MONTHLY SUBSCRIPTION) IF YOUR SUBSCRIPTION PERIOD IS LESS THAN ONE YEAR.

Certain Services may allow you to enroll Your minor child, if You are his or her parent or legal guardian. We may require You to provide, either directly or indirectly, documentation to us as deemed necessary in our sole discretion, to prove Your relationship with any such minor child. You acknowledge that the terms of this Agreement will apply to Your minor child, and You hereby expressly accept this Agreement on behalf of Your minor child.

1. **Service Description.** The Service is an internet-based credit monitoring service that assists in detecting suspicious activity and provides certain other informational materials. The Service may be accessed by computer, mobile or mobile computing devices (each, a "Device") which interacts with Symantec servers (or servers belonging to third party licensors of Symantec) that allow You to enroll in the Services. Your Device connects to a server network infrastructure that is deployed on the internet and operated as a managed service by Symantec and its third party service providers. All or portions of the Service provided hereunder may be provided by a third-party provider, including but not limited to, the network infrastructure. **The Service is only available to individuals residing in the U.S. and its territories.**

2. **Service Period.** You will have certain rights to use and access the Service during the Service Period. The "Service Period" shall begin on either: (i) the date of Your subscription purchase if transacted via online payment (or otherwise, when your payment is received) from the Norton online store, regardless of the date of enrollment or use of the Service on Your Device(s), or (ii) the date You enroll in or use the Service, if You obtained the Service through other means (for example, if the Service came pre-installed on a Device, or if You are activating a free or trial version of the Service), and shall continue for the period of time set forth in the Service documentation or the applicable transaction documentation, whether You obtained the Service from the Norton online store, an authorized distributor or reseller, or other means.

3. **License.**

(a) Symantec hereby grants You a nonexclusive, nontransferable license to access and use the Service, and any related client or mobile application software ("Software") provided by Symantec, solely in accordance with the terms and conditions of this Agreement. You may use the Service and Software on Your Devices solely in accordance with this Agreement, any Service documentation, and any applicable transaction documentation from which You obtained the Service.

(b) Access to the Service is licensed, not sold. Symantec and its third party licensors shall retain all right, title and interest in the Software and Service, including without limitation all intellectual property rights embodied therein. In addition, all materials included with the Software and Service, including all trademarks, service marks, and trade names are the property of Symantec and its third party licensors. You do not acquire any rights, express or implied, in the Software and Service, other than those specified in this Agreement.

(c) To the extent permissible by applicable law, You may not, nor may You permit any other person or entity to:

- sublicense, redistribute or lease any portion of the Service or Software;
- reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software or Service; or
- reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Software or Service; or
- copy, reproduce, capture, store, retransmit, distribute, or burn to CD (or any other format) any copyrighted content that You access or receive while using the Software or Service. You assume all risk and liability for any such prohibited use of copyrighted material.

4. Norton Account.

(a) A Norton branded Symantec Account ("Norton Account") may be required to access and use the Services. In such case, if You do not have a Norton Account, You must complete the applicable registration process to create a Norton Account in order to use the Software and Services. A Norton Account may not be required if You obtained the rights to use the Software and Services from a Service Provider who requires You to have a different user account ("SP User Account") to access and use the Software and Services. Please refer to the applicable transaction documentation with Your Service Provider to determine whether a Norton Account or a SP User Account is required to access and use the Software and Services.

(b) You are solely responsible for maintaining the confidentiality of Your Norton Account or SP User Account password. It is recommended that You: (i) implement a two-factor authentication upon enrollment into the Service; (ii) change Your password regularly or when prompted by the Service; (iii) safeguard Your password at all times and not disclose or share with anyone else (including any individuals allotted a Device(s) under the applicable documentation); (iii) not allow anyone to operate the Service(s) on Your behalf; and (iv) not leave the Service unattended if You are not signed out completely. Additionally, if You transfer all of Your rights pursuant to this Agreement, You must also relinquish Your access to, or management of, the license key of the transferred subscription from Your Norton Account. Please contact Symantec Customer Service or visit the Symantec Support page set forth below.

(c) You agree to provide Symantec with accurate and truthful registration information, including, but not limited to, Your name, address, telephone number, and email address to keep Your registration information current during the Service Period, as defined above.

5. Enrollment. Consent to Third Party Providers.

(a) Upon completion of the enrollment process and/or payment to us of any fees owed, You will be eligible for the Service(s). You understand that by accepting the terms of this Agreement You are providing written instructions to CSIdentity Corporation, TransUnion (with respect to Tri-Bureau services) and their respective employees, agents, subsidiaries, affiliates, contractors, third party data providers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, including without limitation Experian, TransUnion, Equifax and affiliated entities, to access Your credit files from each national credit reporting agency and to exchange information about You with each such national credit reporting agency in order to verify Your identity and to provide the Service(s). You agree and hereby authorize CSIdentity Corporation, its agents and employees, to provide Your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties as provided in the CSIdentity privacy policy, as may be amended from time to time. You waive any and all claims against CSIdentity Corporation and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize CSIdentity Corporation and its agents and employees to obtain various information and reports about You (or about Your child that You have enrolled, if applicable) in order to provide the Service(s), including, but not limited to, address, history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts.

(b) While enrolling for the Services, You may be asked to provide the following types of information: contact information (such as name, address, phone number, and e-mail address); sensitive information (such as date of birth, driver's license number and Social Security number); personal information to verify Your identity and financial information (such as credit card number). This information, which is subject to CSID's privacy policy, is required in order to verify Your identity and to fulfill the obligation to provide the Service, including communicating with third parties as necessary to provide such Service, such as identification verification companies, consumer reporting agencies, credit bureaus, payment validation companies, law enforcement agencies, or others. If You are transacting or enrolling for a paid version of the Services, in order to obtain a minimal level of use of the Service, You must provide at a minimum Your Social Security number, date of birth and five-digit residential ZIP Code. Additional information provided by You may enable the Service to provide you additional features and materials.

(c) You agree that You will use the Services solely to protect against or prevent actual fraud, unauthorized transactions, claims or other liabilities and risks.

6. **Acceptable Use of Publicly Available Information.** You understand that certain information provided to You through the Service may be based on publicly available information collected by law enforcement and/or other government agencies ("Public Agencies"), including publicly available criminal reports and sex offender reports ("Publicly Available Information"). Publicly Available Information is derived from information gathered by Public Agencies and made public in accordance with locally applicable regulations, requirements and practices, and is for informational purposes only. Publicly Available Information may be incomplete, outdated, and inaccurate, may vary in format and completeness among jurisdictions, and may not be used for certain prohibited uses. You represent and warrant: (i) You understand all prohibited uses of Publicly Available Information, (ii) Your access and use of the Publicly Available Information will not violate applicable laws, and (iii) Symantec will have no responsibility for Your use of and/or reliance on the Publicly Available Information.

7. **Changes to the Service; Changes to Terms of Service.** Symantec, in its sole discretion, may make available new features or additional offerings of the Service, some of which it may charge a fee and/or an additional or separate fee to access. Symantec continually strives to improve the usability and performance of its offerings. In order to optimize the Service (and any accompanying Software) Symantec may, at its discretion: (i) add, modify or remove features of the Software and Services, or (ii) temporarily restrict the use of the Software and Services, or limit its availability in order to perform maintenance activities, at any time with or without notice to You. Symantec may also update the terms of this Agreement and recommends that You review this Agreement on a regular basis for updates. Your continued use of the Service will be deemed as Your acceptance of any updated terms of this Agreement.

8. **Termination and Suspension.** Your right to use the Service shall terminate upon expiration of the Service Period. In addition, Symantec may, at its sole discretion, immediately suspend or terminate Your use of the Service at any time with or without notice to You if You violate, or Symantec reasonably believes that You have violated, the terms of this Agreement, or if Your use of the Service may cause Symantec to have legal liability or disrupt others' use of the Service (in which case no refund shall be made).

9. **Money Back Guarantee.** If You are the original purchaser of the Services and are not completely satisfied with it for any reason, please make no further use of the Software and Services and contact the authorized reseller that sold You the Services, or Symantec Customer Service, using the contact details set out in Section 19 of this Agreement, for information on how to obtain a refund of the amount You paid for the current Service Period (less shipping, handling, and any applicable taxes except in certain states and countries where shipping, handling and taxes are refundable) at any time during the sixty (60) day period following the date of purchase of an annual subscription or within thirty (30) days following the date of purchase of a monthly subscription (the "Refund").

For the avoidance of doubt, the Refund may not apply if You obtained the Software and Services from Your Service Provider. Furthermore, the Refund will not apply to repurchases of the same Service which has been previously purchased and refunded.

10. **Data Collection; Data Protection Regulations.** In connection with Your use of the Service, Symantec may collect, retain, disclose and use certain information ("Collected Data"). Collected Data may include, but is not limited to, personal information about You, Your devices or systems or Your usage of the Services. Symantec uses such Collected Data to enable, optimize and provide the Services or maintenance/support to You (and may engage third parties to do so as well) and to improve Symantec's products and services in general, including by reviewing aggregate data for statistical analyses. By installing and/or using the Services, You agree to allow Symantec to collect Collected Data as described in this section. Further, in connection with Your enrollment and use of the Service, You will be submitting Your personal information to us and our third party service providers, or allowing us or our third party service providers and their data providers to access Your personal information, including account passwords, user names, financial account information and other personal information, as well as other data, materials and content You may submit ("Your Information"). Please refer to Symantec's privacy notices at <http://www.symantec.com/about/profile/privacypolicy/> in order to fully understand what information Symantec collects, retains, discloses, and uses from You or Your devices, as well as what information CSID and their data providers collect, retain, disclose and use. BY ACCESSING OR USING THE SERVICE, OR DOWNLOADING ANY SOFTWARE PROVIDED AS PART OF THE SERVICE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND AGREE TO THE APPLICABLE PRIVACY POLICY(IES). Please note that the use of the Services may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Services is in accordance with such laws or regulations.

11. **Fair Credit Reporting Act.** The Fair Credit Reporting Act allows You to obtain from each credit reporting agency a disclosure of all the information in Your credit file at the time of the request. Full disclosure of information in Your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested through our Service are not intended to constitute the disclosure of information by a credit reporting agency as

required by the Fair Credit Reporting Act or similar laws. Under the Fair Credit Reporting Act, You are entitled to receive a free disclosure of your credit report annually from each of the national credit reporting agencies.

You are entitled to receive a free copy of your credit report from a credit reporting agency if:

- You have been denied or were otherwise notified of an adverse action related to credit, insurance, employment, or a government granted license or other government granted benefit within the past sixty (60) days based on information in a credit report provided by such agency.
- You have been denied house/apartment rental or were required to pay a higher deposit than usually required within the past sixty (60) days based on information in a credit report provided by such agency.
- You certify in writing that You are unemployed and intend to apply for employment during the sixty (60) day period beginning on the date on which You made such certification.
- You certify in writing that You are a recipient of public welfare assistance.
- You certify in writing that You have reason to believe that Your file at such credit reporting agency contains inaccurate information due to fraud.

In addition, if You reside in the state of Colorado, Maine, Maryland, Massachusetts, New Jersey, or Vermont, You are entitled to receive a free copy of Your credit report once a year and if You reside in the state of Georgia, You are entitled to receive a free copy of Your credit report twice a year. Otherwise, a consumer reporting agency may impose a reasonable charge for providing You with a copy of Your credit report.

12. **DISCLAIMER OF WARRANTY.** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE AND SERVICE AND ANY THIRD PARTY SOFTWARE OR SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. SYMANTEC AND ITS LICENSORS AND CSIDENTITY CORPORATION AND ITS DATA PROVIDERS PROVIDE THE SERVICE WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. SYMANTEC AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR A COMPLETE REFLECTION OF ALL APPLICABLE INFORMATION. NO ADVICE OR INFORMATION GIVEN BY SYMANTEC, ITS LICENSORS, AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THIS AGREEMENT OR CREATE ANY WARRANTY. SYMANTEC IS NOT RESPONSIBLE FOR DEFAACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE OF THE SERVICES BY YOU, FORCE MAJEURE EVENTS OUT OF SYMANTEC'S REASONABLE CONTROL SUCH AS (I) IMPROPER ELECTRICAL VOLTAGES OR CURRENT, (II) REPAIRS, ALTERATIONS, MODIFICATIONS BY OTHERS, OR (III) ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SYMANTEC TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. SYMANTEC AND ITS LICENSORS MAKE NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

13. **LIMITATION OF LIABILITY.** SOME STATES AND JURISDICTIONS INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(a) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU ASSUME TOTAL RESPONSIBILITY FOR USE AND RESULTS OF USE OF THE SERVICE. SYMANTEC AND ITS LICENSORS EXERCISE NO CONTROL OVER AND DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT OR DATA CREATED OR MADE ACCESSIBLE BY USING THE SERVICE. YOU AGREE NOT TO USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR OR USE COULD CAUSE DAMAGE OR INJURY.

(b) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS OR DAMAGE, SYMANTEC, ITS LICENSORS, AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, CONSEQUENTIAL OR UNFORESEEABLE DAMAGES OF ANY KIND, OR ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OR DESTRUCTION OF CONTENT, INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE OR SOFTWARE.

(c) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WITH REGARD TO DAMAGES THAT ARE NOT LIMITED BY THIS SECTION, YOUR EXCLUSIVE REMEDIES FOR ALL CLAIMS WILL BE LIMITED TO THE TOTAL CHARGES PAID BY YOU TO SYMANTEC FOR THE AFFECTED SERVICE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. SYMANTEC'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES PAID BY YOU TO SYMANTEC UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) SYMANTEC AND ITS LICENSORS DISCLAIM ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE CHANGES TO YOUR EQUIPMENT, DEGRADE YOUR EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE YOUR EQUIPMENT OBSOLETE.

14. Indemnification. To the maximum amount permissible under applicable law, You shall pay Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents all amounts arising from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with Your use of the Service, including but not limited to liability arising out of or in connection with any violation of the terms of this Agreement or Your violation of applicable laws, rules or regulations.

15. U.S. Government Restricted Rights. For United States Government procurements, the Software 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 the terms of this Agreement.

16. Export Regulation. You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") is 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 laws and will not export 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. All Symantec product is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. USE OR FACILITATION OF SYMANTEC PRODUCTS OR SERVICES 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.

17. Dispute Resolution: This Section 17 applies to U.S. consumers only.

Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec Customer Service. If You are a U.S. customer, and the dispute is not resolved through Symantec Customer Service, You and Symantec agree that any such dispute, claim or controversy arising out of or relating in any way to the Software and Services or this Agreement (a "Claim"), shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, as follows:

A. Small Claims Court: You may elect to litigate your Claim in 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.

B. 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, by agreeing to this Agreement, 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 this Agreement and/or the termination of Your Symantec license.

a. 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 (see Section 17(B)(e)).

b. Arbitration Proceedings: If You and Symantec 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. 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 or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. 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 on the basis of 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 manner in which 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. The arbitrator 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.

c. 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.

d. 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.

e. Modification of Dispute Resolution Section: Notwithstanding Section 7, if Symantec changes this "Dispute Resolution" section after the date You first accepted this 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 license agreements for Symantec products can be found at <http://www.symantec.com/about/profile/policies/eulas/>.

18. Entire Agreement. This Agreement and the terms for supplements, updates, Software (including any agreement that may be included with the Software provided by Symantec for use with the Service), Internet-based services and support services that You use, are the entire agreement for the Software and Services.

19. General Terms. This Agreement will be governed by the laws of the State of California, United States of America. If any provision is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. No amendment to this Agreement will be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver by either Symantec or You of any breach or default under this Agreement shall be deemed to be a waiver of any of any other breach or default under this Agreement. Should You have any questions concerning this Agreement, or if You desire to contact Symantec for any reason please contact Symantec Customer Service, 555 International Way, Springfield, OR 97477, USA or visit the Support page at www.symantec.com/globalsites.

20. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Services. This Agreement

does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

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