

Norton 授權許可協議
Norton AntiVirus for Mac® or Norton Internet Security for Mac®

重要事項：使用本軟體 (定義如下) 之前，請先仔細閱讀本授權許可協議 (以下稱「授權許可協議」) 的條款和條件。**Symantec Corporation** (賽門鐵克公司)，如果您位於美洲；或 **SYMANTEC ASIA PACIFIC PTE LTD**，如果您位於亞太地區或日本；或 **SYMANTEC LIMITED**，如果您位於歐洲、中東或非洲 (以下皆稱「賽門鐵克」)，授權閣下個人、公司或法律實體 (以下皆稱「閣下」或「閣下的」) 使用所附軟體的條件為閣下接受本授權許可協議 (以下皆稱「授權許可協議」) 的全部條款。本文件為閣下與賽門鐵克之間合法及可執行的合約。打開包裝盒、撕掉標籤、點選「我同意」或「是」按鈕或以電子方式表示同意，或載入本軟體，皆表示閣下同意本授權許可協議的條款和條件。若閣下不同意上述條款和條件，請按下「取消」或「否」或「關閉視窗」按鈕，或以其他方式表示拒絕，停止使用本軟體，並在購買日後六十 (60) 日內，隨時利用本授權許可協議第 10 節中的詳細聯絡資料，聯絡您的供應商或賽門鐵克客戶服務部，以取得關於如何取回閣下已支付本軟體費用之退款的資訊。

1. 授權：

與本授權許可協議一起提供之軟體 (包括軟體所附的任何功能和服務) 及文件 (包括任何產品包裝，以下稱「文件」) (上述軟體及文件，以下統稱「軟體」)，皆為賽門鐵克或其授權方的財產，並受著作權法之保護。儘管賽門鐵克將繼續擁有本軟體，但閣下在接受本授權許可協議後，便在服務期限內擁有使用本軟體的特定權限。「服務期限」應從閣下初次安裝本軟體當日起計算 (不論依照本授權許可協議第 1.A 節授權閣下使用的拷貝份數有多少)，並應於「文件」或提供本軟體予閣下之授權經銷商或轉售商的適用交易文件內載明之期限內持續有效。服務期限屆滿時，本軟體可能會自動停止啟用及無法運作，而閣下將無權接收本軟體的任何功能或內容更新，但服務期限獲續期者不在此限。閣下可根據在 http://www.symantec.com/en/uk/norton/support/technical_support_policy.jsp 公佈的賽門鐵克支援政策，訂購經延續的服務期限。

本授權許可協議適用於賽門鐵克可能向閣下提供本軟體的任何版本、修改版、更新版或增強版。基於賽門鐵克有權在閣下違反第 8 節相關規定的情況下終止本授權許可協議，以下為本授權許可協議就本軟體之使用而規定之閣下的權利與義務，惟「文件」經過修改者除外。

在服務期限內，閣下得：

- A. 在一部電腦上使用一份本軟體。若「文件」或提供本軟體予閣下之授權經銷商或轉售商的適用交易文件內載明可製作更多數量之拷貝與 (或) 可安裝在更多的電腦上，則閣下可根據該等說明使用本軟體；
- B. 另外複製一份本軟體作為備份或備用，或將本軟體複製到閣下電腦上的硬碟後，保留原始軟體作為備份或備用；
- C. 在網路上使用本軟體，但網路上的每一部電腦都必須有使用本軟體的授權，才能經由網路使用本軟體；
- D. 將本授權許可協議授予閣下對本軟體之一切權利永久轉讓予其他個人或實體，惟閣下不得保留本軟體之任何拷貝，且受讓者亦須同意本授權許可協議之各項條款。不允許部分轉讓本授權許可協議授予閣下的權利。例如，若適用的文件授權閣下得使用多份本軟體之拷貝，則閣下必須轉讓一切該等份數之本軟體拷貝的使用權，此項轉讓才被視為有效的轉讓；
- E. 按以下所載附加授權用途使用軟體。

閣下本人不得有下列行為，亦不得允許他人有下列行為：

- A. 轉授權、租借或出租本軟體的任何部分；
- B. 透過逆向工程、解譯、分解、修改、翻譯以及以任何方式企圖尋找本軟體的原始碼，或藉由本軟體生產衍生性產品，但係法律許可之範圍與情況者不在此限；
- C. 作為設備管理、時間共用、服務供應商或服務處安排的一部分使用本軟體；
- D. 以本授權許可協議未授權的任何方式使用本軟體。

2. 軟體功能和內容更新：

A. 閣下有權接收賽門鐵克在閣下的服務期限內自行酌情決定所提供軟體的該等新功能。賽門鐵克始終致力於提升產品與服務的實用性與效能。為了最佳化軟體效能，賽門鐵克在不發出通知的情況下，隨時酌情決定增加、修改或移除本軟體的任何功能。

B. 某些軟體使用不定期更新的內容，包括但不限於下述軟體：防毒軟體和防犯罪軟體使用更新病毒定義檔；防間諜軟體使用更新防間諜軟體定義檔；垃圾郵件過濾軟體使用更新垃圾郵件過濾規則；內容過濾和防網路釣魚軟體使用更新 URL 清單；部分防火牆軟體使用更新防火牆規則；弱點評估產品則使用更新弱點資料，而網站鑑別軟體使用鑑別網頁更新清單；此等更新統稱「內容更新」(有時亦稱為「保護資訊更新」或「安全資訊更新」)。閣下有權在閣下的服務期限內接收本軟體的「內容更新」。

3. 產品安裝；所需啟用：

A. 在安裝過程中，若其他安全產品或其功能與本軟體不相容，或為了改善本軟體的整體功能之目的，本軟體可能會移除該等安全產品或其功能，或使該等安全產品或其功能無法使用。

B. 本軟體可能擁有專為防止未經授權使用或非法使用本軟體而設計的技術措施。閣下同意賽門鐵克可將此等措施用於防範軟體盜用。本軟體可能含有某項強制技術，將對同一部電腦之本軟體進行的安裝及移除限制於一定數量電腦和一定次數。本授權許可協議以及含有強制技術之本軟體必須按文件所載進行啟用。若如此，閣下啟用本軟體前，本軟體僅得運行一段有限時間。進行啟用期間，閣下可能需要透過 Internet 提供伴隨軟體和電腦配置的專屬啟用代碼 (以英文字母及數字組成)，以核實本軟體的真實性。如果閣下不在「文件」所載限定期間內或根據軟體的提示完成啟用，軟體將會停止操作，直至完成啟用程序為止；屆時軟體功能將會恢復操作。若閣下未能透過 Internet 或經由在啟用程序中指定的任何方式啟用本軟體，閣下得利用啟用期間賽門鐵克所提供或下文載明的資料聯絡賽門鐵克客戶支援中心。

4. 技術支援：

本軟體內可能提供某些技術支援功能，此等功能可能包括與技術支援代理商現場談話與 (或) 由技術支援代理商透過遠端電腦存取功能來提供協助 (在本授權許可協議中，從本軟體內部提供的任何各該技術支援皆稱為「技術支援」)。若有提供該等功能，且閣下選擇存取該等技術支援，則適用下列條款。各該技術支援均由賽門鐵克自行酌情提供，不含任何保證或保固。接受任何技術支援之前，閣下應自行完成閣下之一切現有資料、軟體及程式的備份。提供技術支援時，賽門鐵克可自行決定相關技術問題是否超出技術支援的範圍。賽門鐵克得保留可自行決定拒絕、暫停或終止任何技術支援的權利。

5. 隱私權與資料保護：

本軟體將會在需要時從安裝了本軟體的電腦上收集某些資訊，該等資訊可能包括：

- 潛在安全風險以及本軟體認為有潛在欺詐性的已瀏覽網站的 URL 相關資訊。URL 可能包含潛在欺詐性網站在未經閣下授權的情況下嘗試取得之個人識別資訊。賽門鐵克搜集該等資料的目的是評估和改善賽門鐵克產品發現惡意行為、潛在欺詐性網站及其他網際網路安全風險的能力。該資訊不會與任何個人識別資訊聯繫起來。
- 僅在啟用「諾頓網頁安全」功能時，收集閣下所造訪網站的 URL 以及搜尋關鍵字和搜尋結果。賽門鐵克收集該等資訊之目的是在閣下造訪特定網站前，評估並告知可能與該網站關聯的潛在威脅與風險。該等資訊不會與任何個人識別資訊聯繫起來。
- 被識別為潛在惡意軟體的可攜式執行檔，包括該等檔案在安裝時所執行之動作的相關資訊。該等檔案係利用本軟體自動傳送功能送至賽門鐵克。所收集的檔案可能包含惡意軟體在未經閣下授權的情況下取得之個人識別資訊。賽門鐵克搜集該類檔案的唯一目的是改善賽門鐵克產品發現惡意行為的能力。賽門鐵克不會將此等檔案與任何個人識別資訊聯繫起來。根據適用產品之「文件」內載明的指引進行安裝後，該項自動傳輸功能可能停止啟用。

- 初次設置將安裝本軟體的電腦時所使用的名稱。所收集的名稱將會由賽門鐵克用作該電腦的帳戶名稱；閣下可利用該帳戶名稱，選擇接收額外的服務與 (或) 使用本軟體的某些功能。安裝本軟體後，(建議) 閣下可隨時更改帳戶名稱。
- 有關軟體安裝與操作的狀態資訊。該等資訊使賽門鐵克得以確認軟體安裝是否已成功完成，以及軟體是否發生錯誤。僅在安裝軟體或軟體發生錯誤時，所遇到的檔案或資料夾的名稱含有個人識別資訊的情況下，狀態資訊才會包含個人識別資訊。賽門鐵克收集狀態資訊的目的是評估和改善賽門鐵克產品的效能與安裝成功率。該等資訊不會與任何個人識別資訊相聯繫。
- 閣下透過軟體傳送給賽門鐵克，以報告為垃圾郵件或報告被錯誤識別為垃圾郵件之電子郵件中所包含的資訊。這些電子郵件可能包含個人識別資訊，且僅在取得閣下的許可後才會傳送給賽門鐵克，不會自動傳送。如果閣下將該等郵件傳送給賽門鐵克，賽門鐵克僅會將其用於改善賽門鐵克防垃圾郵件技術的偵測能力。賽門鐵克不會將這些檔案與其他任何個人識別資訊相聯繫。
- 當本軟體發生問題時，閣下可以選擇將相關資訊記錄到報告中並透過本軟體傳送至賽門鐵克。此報告包含有關在本軟體發生問題時，本軟體和閣下電腦當時的狀態。閣下電腦的相關狀態資訊可以包含：在本軟體發生問題時閣下電腦的系統語言、國家地區設定和作業系統版本，以及執行中的程序、其狀態和效能資訊和處於開啟狀態之檔案或資料夾中的資料。如果在本軟體發生問題時，處於開啟狀態之檔案或資料夾中包含個人識別資料，或其名稱中包含個人識別資料，則上述資訊可以包含此等個人識別資料。此等資訊在未經閣下批准的情況下不會傳送至賽門鐵克，並且不會自行傳送。賽門鐵克收集該等資訊之目的是修正發生的問題及改善賽門鐵克產品的效能。該等資訊不會與任何個人識別資訊聯繫起來。
- **安裝本軟體之電腦的 Internet 通訊協定 (IP) 位址和/或媒體存取控制 (MAC) 位址**，以及其他用於授權管理、產品分析和改善產品功能的一般統計資訊。該等資訊不會與任何個人識別資訊聯繫起來。

上述資訊之收集，其目的在於最佳化賽門鐵克產品的功能，該等資訊亦得傳送至美國 (或傳送至所立資料保護法少於閣下的所在國家或地區之其他國家或地區，包括歐盟) 之賽門鐵克團隊，惟賽門鐵克公司已採取適當步驟，傳送所收集之資訊時，得以適當之保護等級保護該等資訊。

針對閣下對本軟體的使用，賽門鐵克有權配合任何法律程序、任何執法單位或其他政府的調查。這表示賽門鐵克得提供與法院傳票、執法單位或其他政府調查相關的文件與資訊。為推進網際網路安全風險的警覺性、發現和預防，賽門鐵克可能會與研究機構及其他安全軟體供應商分享某些資訊。此外，賽門鐵克亦可利用從該等資訊得出的統計資料追蹤安全風險動向並發表相關的報告。閣下使用本軟體即表示閣下承認並同意賽門鐵克可為上述各項目的收集、傳輸、儲存、披露及分析該等資訊。

6. 企業客戶之責任：

若閣下為「消費者」，則第 6 節之下列規定不適用於閣下。請改成閱讀第 7 節。

若閣下為企業客戶 (亦即閣下於進行業務、交易或執業期間使用本「軟體」) (「企業客戶」)，則第 6 節之下列規定適用於閣下 (不論閣下是否接受本「軟體」，均同)。

A. 對於賽門鐵克製造來派送軟體的媒體，賽門鐵克保證在交付閣下後的六十 (60) 日內不存在任何瑕疵。如違反上述保證，閣下的補償限於賽門鐵克將自由決定更換在保證期內退給賽門鐵克的瑕疵媒體，或退還閣下所支付的軟體費用。賽門鐵克並不保證本軟體將符合閣下的需求、本軟體之運作不會出現故障，或本軟體完全沒有錯誤。

B. 依據任何適用法律所允許的最大程度，上述保證為排它性並取代所有其他明示或暗示的保證，包括有關品質滿意及適用於特定用途之暗示保證。賽門鐵克不就智慧財產權之無侵權行為提供任何保證。

C. 依據任何適用法律所允許之最大程度，賽門鐵克或其授權方在任何情況下均不就因使用或無法使用本「軟體」所致利潤損失、收入損失、業務標案損失、預期節餘損失或資料之滅失或毀損 (因疏失、標案或其他事由)，或就任何特殊、衍生、間接或類似損害對閣下負責，即使賽門鐵克已被告知可能發生該等損害，亦同。

D. 在任何情況下，賽門鐵克或其授權方的責任將絕對不超過閣下已支付之適用服務期限的購買價。

E. 有下列情形者，賽門鐵克對閣下之責任則不設限：(a) 因賽門鐵克之疏失致使閣下死亡或受傷者；或 (b) 因賽門鐵克之欺瞞行為致使閣下遭受損失或損害者。

F. 本授權許可協議構成閣下與賽門鐵克就本軟體所為之全部協議，並：(i) 取代此前或與此同時就同一主題所為之其他口頭、書面通訊、建議及陳述 (但基於欺瞞所為之不實陳述除外)；及 (ii) 優先於雙方當事人間所為之任何與此相衝突或額外之任何報價、訂單、確認或類似通訊之條款。

7. 消費者之責任：

若閣下為「消費者」，則第 7 節適用於閣下。請仔細閱讀本節。若閣下為「企業客戶」，則第 7 節不適用於閣下。

A. 有下列情形者，賽門鐵克對閣下之責任則不設限：(a) 因賽門鐵克之疏失致使閣下死亡或受傷者；或 (b) 因賽門鐵克之欺瞞行為致使閣下遭受損失或損害者。除閣下因「消費者」之身分而享有之權利外，賽門鐵克不就本「軟體」進一步提供任何保證。

B. 在受第 7 節前述條款拘束之前提下，對本授權許可協議生效時非賽門鐵克違約行為之合理預期結果所致損失，賽門鐵克概不負責。閣下以「消費者」之身分使用本「軟體」時，不得將其用於商業用途。承上所述，因閣下使用或無法使用本「軟體」所致利潤損失、收入損失、預期節餘損失、標案損失或時間損失，賽門鐵克概不對閣下負責。

C. 我方強力建議閣下經常備份閣下之資料。

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