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Norton Mobile Security

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D. use the Software in any manner that is not permitted pursuant to this License Agreement.

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A. You shall have the right to receive new features to the Software as Symantec, in its sole discretion, makes such features available with the Software and as provided to You by Your Service Provider during Your Service Period. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Software Symantec may, at its discretion and without notice, add, modify or remove features from the Software at any time.

B. Certain Software uses content that is updated from time to time, including but not limited to the following Software: antivirus and crimeware software use updated virus definitions; antispyware software uses updated spyware definitions; antispam software uses updated antispam rules; content filtering and antiphishing software use updated URL lists; some firewall software use 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" (or alternatively referred to as "Protection Updates" or "Security Updates" at times). You shall have the right to receive Content Updates for the Software during Your Service Period.

3. Product Installation; Required Activation:

A. During the installation process, the Software may uninstall or disable other security products, or features thereof, if such products or features are incompatible with the Software or for purposes of improving the overall functionality of the Software.

B. There may be technological measures in this 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. This 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. This License Agreement and the Software containing enforcement technology may require activation as further set forth in the Documentation. If so, the Software will only operate for a finite period of time prior to Software activation by You. During activation, You may be required to provide Your 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 of time set forth in the Documentation, 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. In the event that You are not able to activate the Software over the Internet, or through any other method specified during the activation process, You may contact Your Service Provider, or the entity set forth in the documentation issued to You by Your Service Provider.

4. Technical Support:

Certain technical support features may be offered from within the Software and 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 shall be referred to in this License Agreement as the "Technical Support"). If such features are offered and You choose to access such Technical Support the following terms shall apply. Any such Technical Support shall be provided in Symantec's sole discretion without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support. In the course of 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.

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If You are a Consumer, the following provisions of this Section 5 do not apply to You. Please read Section 6 instead.

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D. You shall at all times be under a duty to mitigate Your loss.

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9. Symantec Customer Service:

Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Consumer Support, PO Box 5689, Dublin 15, Ireland or (ii) Symantec Customer Service, 1 Julius Ave, North Ryde, NSW 2113, Australia, or visit the Symantec website for your country or region, which can be located at <http://www.symantec.com/globalsites/index.jsp>.

10. IncoTerms:

If You enter this License Agreement for purposes related to your business, trade or profession and, therefore, You qualify as a Business Customer, the Software is delivered ExWorks (EXW) Symantec's shipping point (ICC INCOTERMS 2000).

ADDITIONAL TERMS AND CONDITIONS. Your use of the Software is subject to the terms and conditions below in addition to those stated above.

11. Privacy; Data Protection:

From time to time, the Software may collect certain information from the Device on which it is installed, which may include:

- Information on potential security risks as well as URLs of websites visited that the Software deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. This information is collected by Symantec for the purpose of delivering the functionalities of the software, and also for evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks.
- URLs of websites visited as well as search keywords and search results only if the Norton Safe Web feature is enabled. This information is collected by Symantec for the purpose of providing protection and of evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it.

- Executable files and files that contain executable content that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Symantec using the Software's automatic submission function. The collected files could contain personally identifiable information that has been obtained by the malware without Your permission. Files of this type are being collected by Symantec only for the purpose of improving the ability of Symantec's products to detect malicious behavior. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products.
- The name given to the Device during the initial setup of such Device. If collected, the name will be used by Symantec as an account name for the Device under which You may elect to receive additional services and/or under which You may use certain features of the Software. You may change such account name at any time after installation of the Software (recommended).
- Status information regarding installation and operation of the Software. This information indicates to Symantec whether installation of the Software was successfully completed as well as whether the Software has encountered an error. The status information could contain personally identifiable information only if such information is included in the name of the file or folder encountered by the Software at the time of installation or error. The status information is collected by Symantec for the purpose of evaluating and improving Symantec's product performance and installation success rate. Symantec may also use this information to optimize its web-pages..
- Information contained in email messages that you send through the Software to Symantec to report as spam or as incorrectly identified as spam. These email messages may contain personally identifiable information and will be sent to Symantec only with your permission, and will not be sent automatically. If you send such messages to Symantec, Symantec will use them only for the purpose of improving the detection ability of Symantec's antispam technology. Symantec will not correlate these files with any other personally identifiable information.
- Information contained in a report that You may choose to send through the Software to Symantec when the Software encounters a problem. The report includes information regarding the status of both the Software and Your Device at the time that the Software encountered the problem. The status information about Your Device may include the system language, country locale, and the operating system version for Your Device, as well as the processes running, their status and performance information, and data from files or folders that were open at the time the Software encountered the problem. The information could contain personally identifiable information if such information is included in, or is a part of the name of the files or folders open at the time the Software encountered the problem. This information will be sent to Symantec only with Your permission, and will not be sent automatically. The information is collected by Symantec for the purpose of correcting the encountered problem and improving Symantec's product performance. This information will not be correlated with any personally identifiable information.
- The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the computer on which the Software is installed to enable the Software to function and for license administration purposes.
- Other general, statistical information used for product analysis, and for improving product functionality.

Unless it is expressly defined as optional, the collected information as set out above is necessary for the purpose of the functionality of Symantec's products.

Information may be transferred to the Symantec group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union) and may be accessible by Symantec employees or contractors exclusively to be used in accordance with the purposes described above. For the same purposes the information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

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CPS / SOS 5.0 / IE

Additional Terms and Conditions:

In addition to the terms and conditions above, the following terms and conditions will also apply to Your use of the Software:

A. Throughout this License Agreement, the term "computer" can be interpreted to include devices such as mobile telephones and mobile computing devices.

B. Pursuant to Section 4 above, the Software may also collect the following information:

- The International Mobile Equipment Identity (IMEI) and International Mobile Subscriber Identity (IMSI) for the mobile telecommunications device used with the Software. This information is being collected for the purpose of being able to identify the telecommunications device eligible to receive Content Updates for the Software. This information will not be correlated with any other personally identifiable information.

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