

## NORTON LICENSE AGREEMENT

**IMPORTANT:** PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”) CAREFULLY BEFORE USING THE SOFTWARE (AS DEFINED BELOW). **BY ENTERING THIS AGREEMENT, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS, AS PROVIDED IN SECTION 8 BELOW.** SYMANTEC CORPORATION AND/OR ITS AFFILIATES THAT ARE AUTHORIZED LICENSEES (“SYMANTEC”) IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE SOFTWARE OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “CANCEL” OR “NO” OR “CLOSE WINDOW” BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE, AND CONTACT (i) YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 9 OF THIS LICENSE AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE AMOUNT YOU PAID FOR THE CURRENT LICENSE PERIOD (DEFINED BELOW) (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, OR (ii) YOUR PROVIDER (AS DEFINED BELOW) FOR INFORMATION ON HOW TO OBTAIN A REFUND IF YOU OBTAINED THE SOFTWARE FROM YOUR PROVIDER.

### 1. License:

The software and documentation, (including any product packaging) (the “Documentation”), that accompanies this License Agreement (collectively the “Software”) is the property of Symantec or its licensors, and is protected by copyright law. Although Symantec or its licensors continues to own the Software, after Your acceptance of this License Agreement, You will have certain rights to use the Software during the License Period (as defined below). All rights not expressly granted to You are retained by Symantec and/or its licensors. The “License Period” shall begin on (a) the date of Your initial installation or use of the Software on a computer, virtual environment, mobile or mobile computing device (a “Device”), or (b) the date you have accepted this License Agreement, or (c) if You purchased Your Software from the Norton online store, the date You complete your purchase, or (d) if You received the Software as part of a multiple product offering, the date Your purchase for such multiple product offering is completed, or (e) if You obtained the rights to use the Software as described in this License Agreement from a Symantec authorized provider (“Provider”), the date determined by such Provider. The License Period shall last for the period of time set out in the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Provider from which You obtained the Software. The Software may automatically deactivate and become non-operational at the end of the License Period, and You will not be entitled to receive any feature or content updates to the Software unless the License Period is renewed. Subscriptions for renewals of the License Period will (i) be available in accordance with Symantec’s support policy posted at [https://support.norton.com/sp/en/us/home/current/solutions/v74023230\\_EndUserProfile\\_en\\_us](https://support.norton.com/sp/en/us/home/current/solutions/v74023230_EndUserProfile_en_us) or (ii) be provided by Your Provider in accordance with such Provider’s policies, if You obtained the Software from Your Provider.

This License Agreement governs any releases, revisions, updates or enhancements to the Software that Symantec may make available to You. Except as may be modified by the Documentation, Your rights and obligations under this License Agreement with respect to the use of this Software are as follows.

During the License Period, You may:

- A. use one copy of the Software on a single Device. If a greater number of copies and/or number of Devices is specified within the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Provider from which You obtained the Software, You may use the Software in accordance with such specifications;
- B. 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;
- C. use the Software on a network, provided that You have a licensed copy of the Software for each Device that can access the Software over that network;
- D. permanently transfer all of Your rights in the Software granted under this License Agreement to another person or entity, provided that You retain no copies of the Software and the transferee agrees to all the terms of this License 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 this License Agreement 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, reseller, or 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 would be valid. For the avoidance of doubt, the foregoing rights to transfer do not apply if You obtained the Software from Your Provider; and
- E. use the Software in accordance with any additional permitted uses which may be set forth below.

The Software is licensed for Your personal use and not for any commercial purpose. Acquisition of the Software for a commercial purpose is unauthorized.

You may not, nor may You permit any other person to:

- A. sublicense, rent or lease any portion of the Software;
- B. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software;
- C. provide, offer or make available the Software as part of a facility management, timesharing, service provider or service bureau arrangement; or
- D. use the Software in any manner that is not permitted pursuant to this License Agreement.

The Software 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.

## 2. Software and Automatic Content Updates:

A. Not all releases, revisions, updates, enhancements or features will be available on all platforms. You shall have the right to receive new features to and versions of the Software as Symantec, in its sole discretion, makes such features and versions available during Your License Period. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Software, and to provide You with the most current version of the Software, You agree the Software may download and install new updates and versions of the Software as they are made available by Symantec in its sole discretion. You agree to receive and permit Symantec to deliver such new updates and versions to Your Device. Additionally, Symantec may modify the terms and conditions that apply to Your use of the Software to reflect such updates and versions and You agree to such updated terms. Except as provided in Section 8(B)(f) below, or unless You have otherwise affirmatively agreed to such changes, by continuing to use the Software after the modifications become effective, You agree to be bound by the revised terms.

B. Certain Software 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 antiphishing 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 during Your License Period.

## 3. Product Installation; Required Activation; Norton Account:

A. During the installation process, the Software may uninstall or disable other security products, or features of such products, 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 out 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 either (i) Symantec Customer Support using the information provided by Symantec during activation, or as set out in Section 9 below, or (ii) Your Provider, or the entity set out in the documentation issued to You by Your Provider, if You obtained the Software from Your Provider.

C. Norton Account. A current Symantec Norton Account (“Norton Account”) may be required to access and use the Software. 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. A Norton Account may not be required if You obtained the rights to use the Software from a Provider who requires You to have a different user account (“Provider Account”) to access and use the Software. Please refer to the applicable transaction documentation with Your Provider to determine whether a Norton Account or a Provider Account is required to access and use the Software. You are entirely responsible for maintaining the confidentiality of Your Norton Account or Provider Account password. Additionally, if You transfer all of Your rights in the Software pursuant to this Agreement, You must also relinquish Your access to, or management of, the license key of the transferred Software from Your Norton Account. Please contact Symantec Customer Service or visit the Symantec Support page set forth below.

#### 4. Disclaimer of Warranty:

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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. SYMANTEC DOES NOT WARRANT 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 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.**

6. U.S. Government Restricted Rights:

For U.S. 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 License Agreement.

7. Export Regulation:

You acknowledge that the Software 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 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, including Afghanistan and Iraq. **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.**

8. Dispute Resolution:

Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec customer support. If You are a U.S. customer, and the dispute is not resolved through Symantec customer support, You and Symantec agree that any such dispute, claim or controversy arising out of or relating in any way to the Software or this License 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 License 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 License Agreement and/or the termination of Your Symantec product 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 8 (B)(f)).

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](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 License 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 the terms of this License 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.

c. Injunctive and Declaratory Relief: Except as set forth in Section 8.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 general 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.

d. 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.

e. 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.

f. Modification of Dispute Resolution Section: Notwithstanding Section 2(A), if Symantec changes this "Dispute Resolution" section after the date You first accepted this License 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 <https://www.symantec.com/about/legal/repository>.

g. Severability: With the exception of any of the provisions in Section 8(B)(e) of this Agreement ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement shall still apply.

9. General:

A. **Governing Law.** This License Agreement will be governed by the laws of the State of California, United States of America.

B. **Entire Agreement.** This License Agreement is the entire agreement between You and Symantec relating to the Software and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. Notwithstanding the foregoing, nothing in this License Agreement will diminish any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction that may not be waived by contract. Symantec may terminate this License Agreement if You breach any term contained in this License Agreement (other than a trivial or inconsequential breach) and, if such termination occurs, You must cease use of and destroy all copies of the Software and Documentation. The disclaimers of warranties and damages and limitations on liability shall survive and continue to apply after termination.

Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please visit the Symantec Support page at [www.symantec.com](http://www.symantec.com).

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

10. **Privacy; Data Protection:**

**If the Software was pre-installed on Your Device, the following bolded terms shall apply to You:**

**In the course of the initial setup of Your Device and once Your Norton product starts operating, Symantec (see contact details below) and Your Norton product will collect from You the following data:**

- **Subscriber information supplied by You;**
- **Hardware, system, application and network connection data collected from Your Device, including status information on Norton software installation and operation;**
- **Data regarding Device and internet usage;**
- **Any parental control information and settings You may configure if such functionalities are available in Your Norton product.**

The collection of these data categories is necessary and indispensable (a) to prepare the conclusion of a contract between You and Symantec, and (b) for the proper operation of the Norton Software pre-installed on Your Device. Your data will be transferred to the Symantec entities and Symantec suppliers involved in the issuance of the end-user license key and the delivery of the Software. Subject to applicable requirements and, as the case may be, rectification and erasure requests submitted by You, the collected data will be retained by Symantec as long as necessary for the conclusion and fulfillment of said contractual relationship. You may at any time contact Symantec to request access to, rectification or erasure of Your personal data, as well as if and where applicable, obtain the restriction of its processing, object to its further processing or obtain its portability. As indicated in this “Privacy; Data Protection” section of this Agreement, Symantec ensures by means of legally required and lawfully authorized contractual means and binding corporate commitments that Your data is adequately safeguarded whenever it is transferred to countries or territories with less protective data protection laws than those of the country or territory where You are located. Should You be dissatisfied with Symantec's handling of Your personal data, You may lodge a complaint with Symantec or, in European Union member states, with a competent supervisory authority. You will find more details on these rights and Symantec's data protection practices on our Privacy Portal (<https://www.symantec.com/privacy>) which You may access at any time from any Device connected to the internet.

**For the purposes of this section, References to Symantec should be understood as the following:**

- **For users in the Americas, Symantec Corporation, 350 Ellis Street, P.O. Box 7011 Mountain View, CA 94043 U.S.A., phone: +1 650 527 8000, email: [privacyteam@symantec.com](mailto:privacyteam@symantec.com);**
- **For users in the Europe-Middle-East-Africa region, including EU/EEA Member States: Symantec Limited, Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland, phone: +353 1 803 5400, email: [privacyteam@symantec.com](mailto:privacyteam@symantec.com) (EU Data Protection Officer: Heward Mills, Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, [DPO@symnatec.com](mailto:DPO@symnatec.com));**
- **For users in the Asia-Pacific-Japan region, Symantec Singapore PTE Limited, 6 Temasek Boulevard, #21-01, Suntec Tower 4, phone: Singapore-038986, email: [APJ\\_Privacy@symantec.com](mailto:APJ_Privacy@symantec.com).**

The following terms shall apply to all users:

Subject to Your configuration settings and preferences, and depending on the security events and risks detected, the Software and our servers may collect from the Device on which they run certain information, potentially including personal data, such as:

- As part of Norton Community Watch, device and product information, internet usage as it relates to malware and potentially fraudulent sites, and processes and applications running at the time a security risk is encountered. This data collection is neither designed nor intended to collect Your personal data. Symantec shall not process any of this data in a way or for a purpose that seeks to identify or involves intentionally identifying You, evaluating personal characteristics concerning You, profiling You or making any determinations of a personal nature related to You. Symantec shall take reasonable technical and organizational measures to anonymize or dispose of any of Your personal data that may be incidentally collected for the purposes of Norton Community Watch. This data is necessary to effectively identify security risks on or to Your Device and, through the data aggregation of the Norton community, provide essential information for mitigating such security threats and improving user security and product functionality, as well as monitoring the effectiveness of Norton-specific tasks and settings on Your Device. You understand and acknowledge that if You disable the collection of data for the purpose of Norton Community Watch by altering the default settings of Your Device, You may reduce Symantec's ability to effectively identify and mitigate security risks, and Your and Your Device's protection from such risks may be impacted.
- Telemetry information on potential security risks as well as the URLs and the Internet Protocol (IP) addresses of websites visited that the Software deems potentially fraudulent. While those IP addresses do not constitute personal data in and of themselves, certain URLs may contain personal data that a potentially fraudulent website is attempting to obtain without Your permission. This telemetry information is collected by Symantec for the purpose of delivering the functionalities of the Software, including to protect You from such unauthorized collection of Your personal data, and also for evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks.
- If the Norton Safe Web or Norton Safe Search features are enabled, the URLs and the Internet Protocol (IP) addresses of websites visited as well as search keywords and search results. This telemetry information is collected by Symantec for the purposes of providing You with the protection You can reasonably expect from those features, 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 (e.g. documents containing macros) 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 submission function. Such submission function may be deactivated after installation by following the instructions in the Documentation for applicable products. The collected files could contain personal data, in particular information concerning You that has been obtained by the malware without Your permission. Files of this type are collected by Symantec solely for the purpose of improving the ability of Symantec's products to detect the kinds of malicious behaviors performed by such malware, and providing You and other users with superior protection against similar threats in future.



- 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 and it is recommended that You do so.
- 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 personal data 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.
- Information contained in email messages that You submit through the Software to Symantec to report as spam or as incorrectly identified as spam. The metadata and content of such email messages is likely to contain personal data such as the recipient email address, and will only be sent to Symantec with Your permission, and will never be sent automatically. If You send such messages to Symantec, Symantec will use them only for the purpose of improving the detection performance of Symantec's antispyam technology. Symantec will not correlate or match up these files with any other personal data.
- Telemetry information contained in a report that You may choose to submit 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 personal data 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 never 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 or matched up with any personal data.
- The Internet Protocol (IP) address and associated geographical information and/or Media Access Control (MAC) address and the Machine ID of the Device on which the Software are run. This information is collected and processed solely for the purposes of enabling the Software to function properly and in compliance with locally applicable requirements, as well as for Symantec's legitimate license administration purposes.
- On a mobile Device: information related to the location of Your Device if the anti-theft functionality is enabled. Images captured by the Device's camera if available and enabled. The Universally Unique Identifier (UUID) generated as an identifier of Your Device to enable the Software and Services to function, and for license administration purposes.
- On a mobile Device: the International Mobile Equipment Identity (IMEI) is processed to generate a hash that ensures anonymity. The hash is used to analyze and aggregate equipment data for statistical purposes. The IMEI is not collected or stored by Symantec. The Software also monitors changes in the International Mobile Subscriber Identity (IMSI), in order to be able to continue provision of the service even when users change the SIM card. The IMSI is not collected or stored by Symantec. The above information is used for the purpose of identifying the telecommunications device eligible to receive Content Updates for the Software and Services. This information will not be correlated with any other personally identifiable information, such as Your account information. After the service has terminated the data is retained in statistical form exclusively for internal research. Symantec may share this data with third party contractors and/or data processors as needed for the purpose of account management.
- On a mobile device: the WiFi Media Access Control (MAC) address of the Device on which the Software is installed to enable the Software to function and for license administration purposes.
- Other general, statistical information about the functioning of the Software. Such general, statistical information neither identifies, nor is used by Symantec to identify You, and it will be processed in aggregate form for the purposes of product analysis and product functionality improvement.



Subject to Your configuration settings and preferences where relevant, the information described above is collected to the extent necessary and proportionate for the purposes of delivering, maintaining, monitoring and continuously improving the functionality of the Software covered by this Agreement.

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 the necessary legal, technical and organizational steps to ensure that the collected information, if transferred internationally and/or to third-parties, receives an adequate level of protection at all times.

Subject to applicable laws, Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of this Software. This means that Symantec may provide documents and information requested by a lawful authority following the appropriate due process of law. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends.

By using the Software, You acknowledge that Symantec may collect, transmit, store, disclose and analyze the information mentioned in this Agreement for these purposes described in Symantec's Global Privacy Statement and in the Norton Product and Service available on <https://www.symantec.com/privacy>.

11. 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) This License Agreement is between You and Symantec only, and not with Apple, Inc. ("Apple") and Apple has no liability for the Application 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.

**SERVICES ADDENDUM  
TO NORTON LICENSE  
AGREEMENT**

**TERMS AND CONDITIONS  
FOR  
ADDITIONAL SERVICES**

## **1. ONLINE BACKUP; TECHNICAL SUPPORT; AUTOMATIC RENEWAL; MONEY BACK GUARANTEE**

**IMPORTANT:** PLEASE READ THE TERMS AND CONDITIONS OF THIS SERVICES AGREEMENT (“SERVICES AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES (AS DEFINED BELOW). **BY ENTERING THIS AGREEMENT, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS, AS PROVIDED IN SECTION 11.6 BELOW.** SYMANTEC CORPORATION AND ITS AFFILIATES (“SYMANTEC”) IS WILLING TO PROVIDE THE SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY 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 SERVICES AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING THE “I AGREE” OR “YES” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR OTHERWISE USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICES AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “CANCEL” OR “NO” OR “CLOSE WINDOW” BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SERVICES, AND CONTACT (i) YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 12 OF THIS SERVICES AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE AMOUNT YOU PAID FOR THE CURRENT SERVICES, IF ANY (DEFINED BELOW) (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, OR (ii) YOUR PROVIDER (AS DEFINED BELOW) FOR INFORMATION ON HOW TO OBTAIN A REFUND IF YOU OBTAINED THE SERVICES FROM YOUR PROVIDER.

Under this Services Agreement Symantec agrees to provide You with the following services (“Services”) as more fully described in this Services Agreement:

1. Service Restrictions. You may only purchase Services for Your personal use and not for any commercial purposes. Any purchase for the purpose of commercial resale is unauthorized. You may not, nor may You permit any other person to:
  - A. sublicense, rent or lease any portion of the Services;
  - B. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Services or create derivative works from the Services;
  - C. provide, offer or make available the Services as part of a facility management, timesharing, service provider or service bureau arrangement; or
  - D. use the Services in any manner that is not permitted pursuant to this Services Agreement or the law.

The 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.

### 2. Services Period.

The “Service Period” shall begin on the earlier of (a) the date of Your initial installation or use of the Software on a computer, virtual environment, mobile or mobile computing device (a “Device”), or (b) the date you accepted this Services Agreement, or (c) if You purchased Your Software or Service from the Norton online store, the date You complete your purchase, or (d) if You received the Service as part of a multiple product offering, the date Your purchase for such multiple product offering is completed, or (e) if You obtained the rights to use the Service as described in the this Services Agreement from a Symantec authorized provider (“Provider”), the date determined by such Provider. The Service Period shall last for the period of time set out in the

Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Provider from which You obtained the Service. The Service may automatically deactivate and become non-operational at the end of the Service Period, and You will not be entitled to receive the Service unless the Service Period is renewed. Subscriptions for renewals of the Service Period will (i) be available in accordance with Symantec's support policy posted at [https://support.norton.com/sp/en/us/home/current/solutions/v74023230\\_EndUserProfile\\_en\\_us](https://support.norton.com/sp/en/us/home/current/solutions/v74023230_EndUserProfile_en_us) or (ii) be provided by Your Provider in accordance with such Provider's policies, if You obtained the Service from Your Provider.

### 3. Automatic Content Updates:

A. You shall have the right to receive new features to and versions of the Services as Symantec, in its sole discretion, makes such features and versions available during Your Service Period. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Services, and to provide You with the most current version of the Services, You agree the Services may be modified by Symantec in its sole discretion. You agree to receive and permit Symantec to deliver such new updates and versions to You. Additionally, Symantec may modify the terms and conditions that apply to Your use of the Services to reflect such updates and versions and You agree to such updated terms. Except as provided in Section 11.6 (B)(e) below, or unless You have otherwise affirmatively agreed to such changes, by continuing to use the Services after the modifications become effective, You agree to be bound by the revised terms.

### 4. Required Activation; Norton Account:

A. There may be technological measures in the Services that are designed to prevent unlicensed or illegal use of the Services. You agree that Symantec may use these measures to protect Symantec against Services piracy. This Services Agreement and the Services containing enforcement technology may require activation as further set out in the Documentation. If so, the Services will only operate for a finite period of time prior to Services activation by You. If You do not complete the activation within the finite period of time set forth in the Documentation, or as prompted by the Services, the Services may cease to function until activation is complete; at which time the Services functionality will be restored. In the event that You are not able to activate the Services over the Internet, or through any other method specified during the activation process, You may contact either (i) Symantec Customer Support using the information provided by Symantec, or as set out in Section 12 below, or (ii) Your Provider, or the entity set out in the documentation issued to You by Your Provider, if You obtained the Services from Your Provider.

B. Norton Account. A current Symantec Norton 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 Services. A Norton Account may not be required if You obtained the rights to use the Services from a Provider who requires You to have a different user account ("Provider Account") to access and use the Services. Please refer to the applicable transaction documentation with Your Provider to determine whether a Norton Account or a Provider Account is required to access and use the Services. You are entirely responsible for maintaining the confidentiality of Your Norton Account or Provider Account password. Additionally, if You transfer all of Your rights in the Services pursuant to this Agreement, You must also relinquish Your access to, or management of the transferred Services from Your Norton Account. Please contact Symantec Customer Service or visit the Symantec Support page set forth below.

### 5. Safe Search and Online Backup Features:

Safe Search. The Services may include a Safe Search feature which provides You the ability to safely search the Internet. This may be offered via, but is not limited to, a Symantec search toolbar or browser extension.

Online Backup.

The Software may include an online backup feature, which provides the capability to store and retrieve Your data on Symantec's system via the Internet during the Service Period ("Online Backup Feature"), subject to the amount of online backup space provided with Your Software and/or which You additionally purchase. If You choose to use the Online Backup Feature, You must complete the activation process within the Software for such feature.

a. Availability. The Online Backup Feature is provided "as is" and "as available" and Symantec will not be responsible to pay You for any loss or damage resulting from any downtime of the Online Backup Feature due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of Symantec.

b. User Conduct and Responsibility; Compliance with Applicable Laws. Use of the Online Backup Feature (including the transmission of any data You choose to store through the Online Backup Feature ("Data")) is subject to all applicable local, state, national and international laws and regulations, including, but not limited, to the United States export laws. You agree to comply with such applicable laws and regulations and with the specifications set out in the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Provider from which You obtained the Services and not to (i) use the Online Backup Feature for illegal purposes, (ii) 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; (iii) 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 for storage within the United States; (iv) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (v) interfere with or disrupt servers or networks connected to the Online Backup Feature; or (vi) attempt to gain unauthorized access to the Online Backup Feature, the accounts of other Online Backup Feature users, or computer systems or networks connected to the Online Backup Feature.

Your obligations in this Section regarding use of the Online Backup Feature apply to all use of the Online Backup Feature in connection with Your Norton Account. 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.

To the maximum amount permissible under applicable law, You agree to pay Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents the amount of any claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with use of the Online Backup Feature through Your Norton Account to the extent any such claims, demands, costs, damages, losses, liabilities and expenses arise as a result of Your breach of this License Agreement or Your negligence or willful misconduct. Such amount may include but is not limited to responsibility for payments of any such claims, demands, costs, damages, losses, liabilities and expenses arising out of or in connection with the Data transmitted or stored through the Online Backup Feature in connection with Your Norton Account.

c. Termination; Suspension. Your right to use the Online Backup Feature will terminate on expiration of the Service Period. Symantec may immediately suspend or terminate use of the Online Backup Feature during the Service Period for Your failure to comply, or Symantec's reasonable belief that You have failed to comply with these terms and conditions (other than a trivial or inconsequential breach) or any other misuse of the Online Backup Feature. 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 Services; Symantec will not be obligated to maintain such Data, forward such Data to You or a third party, or migrate such Data to another backup service or account; and 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.

d. Miscellaneous. Symantec has no obligation to monitor use of the Online Backup Feature and/or Data transmitted or stored through the Online Backup Feature. To the maximum extent permissible under

applicable law and notwithstanding the provisions of Section 10 below, 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 use or suspected breach of this License Agreement.

#### 6. Technical Support:

Certain technical support features may be offered from within the Software, 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 Services 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 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. 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.

#### 7. Norton Automatic Renewal Service:

Your Norton subscription purchase includes Automatic Renewal Service. At the end of Your Service Period, the 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 Norton Return Policy for more information on obtaining refunds for Norton products.

#### 8. Virtual Private Network ("VPN") Service

The Services may include a VPN feature ("VPN Service"). The VPN Service is Internet controlled and may include client software installed on Your Device that interacts with Symantec servers (or servers belonging to third party contractors of Symantec) which allow You to create a virtual private connection. 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 client Software on Your Device connects to a server network infrastructure that is deployed on the internet and operated as a managed service by Symantec and other service providers. Your use of the client software is governed by the License Agreement.

##### A. Acceptable Use.

(i) You will be responsible for maintaining and protecting the confidentiality of all Norton Account information provided by You, and will be fully responsible for all activities that occur under such Norton Accounts, (except for any activities carried out by or expressly authorized by Symantec).

(ii) You shall be solely responsible for Your conduct related to the Service. You specifically agree that You shall abide by and cooperate with Symantec to enforce and/or prevent potential violations of the Digital Millennium Copyright Act and any other similar legislation to which You are subject, such as in the European Union the national implementations of Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonization of certain aspects of copyright and related rights in the information society. In the United Kingdom these are contained in the Copyright, Designs and Patents Act 1988.

You further agree that You will not use the Service:

- a. in violation of any applicable laws or regulations, or to promote the violation of any applicable laws or regulations;
  - b. to upload, post, or otherwise transmit any content which is obscene, indecent, or pornographic, or which is otherwise objectionable;
  - c. in a fraudulent or deceptive manner;
  - d. to upload, post, or otherwise transmit content which You do not have a right to or which would otherwise infringe the intellectual property rights of any party;
  - e. in a manner that infringes or violates any privacy, intellectual property, confidentiality, or contractual or other rights;
  - f. in a manner which violates or contravenes any acceptable use or other policy or terms and conditions which may apply to Your use of any computer system, network or website;
  - g. to defame, abuse, harass, stalk, threaten or to violate the legal rights of others or to take action which is invasive of the privacy rights of others;
  - h. to upload, post, or otherwise transmit any content that contains viruses or other harmful computer code or files such as Trojan horse, worms, time bombs, or the like;
  - i. to upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
  - j. to attempt to gain unauthorized access to the Service, the accounts of other Service users, or computer systems or networks connected to the Service; or to otherwise interfere with or disrupt the Service or servers or networks connected to the Service;
  - k. delete the copyright or other proprietary rights on the Software or Service;
  - l. use the Service or Software for any commercial use, it being understood that the Software and Service is for personal, non-commercial use only;
  - m. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Software or Service, features that prevent or restrict use or copying of the Software, or features that enforce limitations on the use of the Service;
  - n. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or Software or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
  - o. modify, adapt, translate or create derivative works based upon the Software or Service or any part thereof, except and only to the extent foregoing restriction is expressly prohibited by applicable law;
- or

You understand that, notwithstanding Symantec's efforts and the terms contained in this Services Agreement, You may be exposed to content which You find to be offensive, indecent or objectionable when using the VPN Service, and, accordingly, You use the VPN Service at Your own risk of being exposed to such content.

(iii). Changes to the VPN Service; Changes to Terms of VPN Service. You shall have the right to receive new features to the VPN Service as Symantec, in its sole discretion, makes such features available during Your Service Period. Symantec continually strives to improve the usability and performance of its services. In order to optimize the VPN Service Symantec may, at its discretion: (i) add, modify or remove features of the VPN

Services, or (ii) temporarily restrict the use of the VPN 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 Services Agreement and recommends that You check the terms of this Services Agreement on a regular basis to see if they've been updated. Your continued use of the VPN Service will be deemed to be Your acceptance of the updated terms of this Services Agreement.

(iv). Termination and Suspension. Your right to use the VPN 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 VPN 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 Services Agreement, or if Your use of the VPN Service may cause Symantec to have legal liability or disrupt others' use of the VPN Service (in which case no refund shall be made).

## B. Copyright (DMCA)

Symantec respects the intellectual property rights of others and expects others to do the same. It is Symantec's policy to respond to notices of alleged infringement which may include, in appropriate circumstances and at its discretion, disabling a user's ability to transmit and/or store material claimed to be the subject of infringing activity and/or terminating such user's ability to use the application at all.

In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Symantec will respond expeditiously to claims of copyright infringement committed using the Symantec website (the "Site") that are reported to Symantec's Designated Copyright Agent, identified in the sample notice below.

If Symantec takes such measures, Symantec will make a good-faith attempt to contact the user who stored and/or transmitted the content so that he or she may make a counter notification pursuant to sections 512(g)(2) and (3) of the DMCA. It is Symantec's policy to document all notices of alleged infringement on which we act.

If You are a copyright owner, or an authorized agent thereof, or authorized to act under any exclusive right under copyright, and believe that any user of the Symantec application has infringed upon Your copyrights, You may submit a DMCA Notice of Alleged Infringement and delivering it to Symantec's Designated Copyright Agent (contact information below). Upon receipt of the Notice as described below, Symantec will take whatever action, in its sole discretion, it deems appropriate, including removal of or disabling access to the challenged material at the Site.

To file a DMCA Notice of Alleged Infringement with our Copyright Agent, You must provide a written communication (by regular mail or e-mail) that sets forth the items specified below. Please note that You may be liable for damages (including costs and attorneys' fees) if You materially misrepresent that a product or activity is infringing Your copyrights. Accordingly, if You are not sure whether material available online infringes Your copyright, we suggest that You first contact an attorney. To expedite our ability to process Your request, please use the following format:

- i. Identify in sufficient detail the copyrighted work that You believe has been infringed upon, or - if multiple copyrighted works are covered by this Notice - You may provide a representative list of the copyrighted works that You claim have been infringed.
- ii. Identify (i) the material that You claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and provide information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found, and (ii) the reference or link, to the material or activity that You claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL of the link shown on the Site where such reference or link may be found. You must identify each separate item of infringing material.



iii. Provide information reasonably sufficient to permit Symantec to contact You (email address, telephone number and a mailing address).

iv. Include both of the following statements in the body of the Notice, if they are true:

a. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

b. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

v. Provide Your full legal name and your electronic or physical signature.

vi. Deliver this Notice, with all items completed, to Symantec's Designated Copyright Agent:

Symantec Corporation  
Attn: Copyright Agent  
350 Ellis Street, Mountain View, CA 94043

BY EMAIL: [copyrights@symantec.com](mailto:copyrights@symantec.com) with the words "DMCA Complaint" in the subject line.

If you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid.

#### 9. Money Back Guarantee:

If You are the original licensee of the Software and Services and are not completely satisfied with it for any reason, please make no further use of the Software and Services and contact (i) the authorized reseller that sold You the Software and Services, or (ii) the authorized reseller that sold You the Device that includes the Software and Services as pre-loaded in the Device, if You obtained the Software and Services as part of a Device bundled offering, or (iii) Symantec Customer Service, using the contact details set out in Section 12 of this Services 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, within sixty (60) days of the purchase of the automatic renewal purchase date 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 will not apply if You obtained the Software and Services from our Provider. Furthermore, the Refund will not apply to repurchases of the same Norton product which has been previously purchased and refunded.

#### 10. Privacy; Data Protection

(a) When You use the Services, the Symantec Privacy Policy that is available for review via the "Privacy Policy" link shall apply.

(b) ) VPN Service Data Collection; Data Protection Regulations. In connection with Your use of the VPN Service, Symantec may collect from You and retain, disclose, transfer and otherwise process certain data. This data may include, but is not limited to, personal data about You, Your devices or systems or Your usage of the Services, such as subscriber information and mobile device data, aggregate bandwidth usage, and temporary usage data. The collection of this data is necessary to (a) enable, optimize and provide the Services or maintenance/support to You (and Symantec may engage third parties to do so as well); (b) understand product usage and improve user experiences within products and services in general; and (c) provide billing, network operations and support. By installing and/or using the Services, You agree to allow Symantec to collect personal data as described in this

section.

(c) When You request Technical Support Services, the following information will be collected and sent from Your Device to Symantec via an Internet connection:

- The information provided by You to Symantec's service representative over the phone or entered by You into Symantec's online interface when requesting the Services; and
- The type and version of operating system and Internet browser used by Your Device.

During Your Services session, if a Support Software Tool is installed, the following information may be collected by the Support Software Tool and sent to Symantec via secured connection:

- The number of files scanned, threats found, and threats fixed by the Support Software Tool;
- The type of threats found;
- The number and type of threats remaining that have not been fixed by the Support Software Tool;
- Whether a firewall is active;
- Whether antivirus software is installed, running, and up to date;
- Browser information including security and temporary file settings;
- System information related to the operating system, memory and disk space, proxy configuration, and directory listings for the Support Software Tool;
- The security status (good/fair/poor) of the Device as determined by the Support Software Tool;
- Installed programs and active processes information; and
- Application log file information and registry data.

(d) In addition, any Data that You choose to transmit or store through the Online Backup Feature (if available) will be transferred to and stored in servers located in countries that may have less protective data protection laws than the country in which You are located (including without limitation the United States). These servers are operated by a third party processor which Symantec has required by the legally required contract to safeguard Your Data. If You have any questions about how Your Data is being handled, please contact Symantec Customer Service using the contact details in Section [12] 'General'.

All of the collected information as set out above is necessary for the purpose of delivering the Services including analyzing, diagnosing, resolving the problem You have encountered, and optimizing the functionality of Symantec's products and services. The 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), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

Symantec may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends.

Full details of Symantec's privacy policy can be found here:  
<https://www.symantec.com/privacy>

## 11. Other Important Information

11.1. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC

EXPRESSLY DISCLAIMS ALL OTHER 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 SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES, SUBSCRIPTIONS, PRODUCTS, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SERVICES; OR (VII) IN RELATION TO THE PAYMENT OF THE REFUND, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. ANY SUPPORT SOFTWARE TOOL, MATERIALS AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE SERVICES AND SUPPORT SOFTWARE TOOL ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY AND PROVIDED IN ACCORDANCE WITH THE SERVICES AND SUPPORT SOFTWARE TOOL USAGE AGREEMENT. SYMANTEC DOES NOT WARRANT THIRD PARTY PRODUCTS OR SERVICES.

11.2. 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.

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 BE LIABLE TO YOU FOR (A) ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE PROVISION OF SERVICES, (B) ANY LOSS OF USE OR LACK OF AVAILABILITY OF COMPUTING DEVICES, FAILED MESSAGES OR TRANSMISSION ERRORS ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR (C) ANY SPECIAL CONSEQUENTIAL, INDIRECT OR SIMILAR LOSS OR DAMAGE(S), EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE(S). IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE GREATER OF THE PRICE YOU PAID FOR THE SERVICES OR FIFTY DOLLARS (U.S. \$50.00) OR EQUIVALENT AMOUNT IN THE APPLICABLE CURRENCY.

11.3. Proprietary Rights. Symantec retains ownership of all proprietary rights in the Services, and in all trade names, trademarks and service marks associated or displayed with the Services. You will not remove, deface or obscure any of Symantec's copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Services. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any Services.

11.4. Force Majeure. Symantec shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Symantec's reasonable control, including but not limited to acts of God, war (whether declared or not), riot, embargoes, acts of civil or military authorities, terrorist attack or threat of terrorist attack, fire, floods, accidents, strikes, lockouts, failure of public or private telecommunications networks and infrastructure, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, Symantec may be excused from such performance to the extent it is delayed or prevented by such cause.

11.5. Export Regulation. You acknowledge that the 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 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 Norton subscriptions are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

11.6. Dispute Resolution. Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec customer support. If You are a U.S. customer, and the dispute is not resolved through Symantec customer support, You and Symantec agree that any such dispute, claim or controversy arising out

of or relating in any way to the Symantec products and services associated with the Terms (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 the Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this 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 the Terms.

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 11.6(B)(f)).

b. Arbitration Proceedings: If You and Symantec do not reach an agreement to resolve the claim within 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 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 the Terms, 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 the 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 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 US10,000, 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 US500 or 10% of the amount awarded, whichever is greater.

c. Injunctive and Declaratory Relief: Except as set forth in Section 11.6.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 general 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.

d. 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.

e. 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.

f. Modification of Dispute Resolution Section: If Symantec changes this "Dispute Resolution" section after the date You first accepted these Terms, 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 service agreements for Symantec services can be found at <https://www.symantec.com/about/legal/repository>.

g. Severability: With the exception of any of the provisions in Section 11.6(B)(e) of this Agreement ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement shall still apply.

## 12. General

A. Governing Law. The Terms will be governed by the laws of the State of California, United States of America.

B. Entire Agreement. The Terms are the entire agreement between You and Symantec relating to the Services and: (i) supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevail over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. The Terms shall terminate immediately upon Your breach of the Terms, including but not limited to: breach of your Basic Responsibilities, including payment and non-transfer obligations, under Section 1 or 4 herein, and/or breach of Symantec's proprietary rights, or applicable import and export laws under Sections 11.3 or 11.5 herein, and You shall immediately cease use of the Services. The disclaimers of warranties and damages and limitations on liability set forth in the Terms shall survive termination. Should You have any questions concerning the Terms, or if You desire to contact Symantec for any reason, please visit the support page for Your country or region, which can be located at <https://www.symantec.com/globalsites/>. Symantec will not file a copy of the Terms.

CPS / SUBS\_SOS 22.15 / USE

## 2. NORTON VIRUS PROTECTION PROMISE

IF YOU SELECTED OR INITIATED A SERVICE ENTITLED "NORTON VIRUS PROTECTION PROMISE" ("SERVICE(S)") VIA THE SYMANTEC WEBSITE ("SITE"), THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS") SHALL APPLY. THESE TERMS CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN SYMANTEC CORPORATION AND ITS AFFILIATES ("SYMANTEC") AND YOU FOR USE OF THE SERVICES. THE SERVICES GIVE YOU 24/7 ACCESS TO SYMANTEC'S HANDS-ON NORTONLIVE EXPERTS. **BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS, AS PROVIDED IN SECTION 4.6 BELOW.** "YOU" OR "YOUR" REFERS TO THE INDIVIDUAL WHO IS UTILIZING THE SERVICES. THE POLICY AND MATERIALS SPECIFICALLY REFERRED TO IN THE TERMS ARE INCORPORATED INTO THE TERMS BY REFERENCE. BEFORE YOU CLICK ON THE "I ACCEPT" OR "AGREE" BUTTON, OR OTHERWISE INDICATE ASSENT FOR CONTINUING TO USE THE SERVICES, PLEASE READ THE TERMS BELOW CAREFULLY.

IF YOU DO NOT AGREE TO THE TERMS, THEN SYMANTEC IS UNWILLING TO PROVIDE THE SERVICES TO YOU. IN THIS CASE YOU SHOULD: (A) CLICK THE "CANCEL" OR OTHER SIMILAR BUTTON, OR OTHERWISE INDICATE REFUSAL; AND (B) NOT USE THE SERVICES AND CONTACT SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN THE APPLICABLE LICENSE AGREEMENT.

**IMPORTANT NOTICE – LIMITED REDEMPTION PERIOD AND REFUND RIGHTS:**

- IF YOU HAVE ACQUIRED THE SERVICES THROUGH AN ONLINE PURCHASE VIA NORTON.COM, THEN THE RIGHT TO USE THE SERVICES SHALL BEGIN ON THE DATE YOU PURCHASED YOUR NORTON SUBSCRIPTION WHICH INCLUDES THE SERVICE AND SHALL LAST FOR THE PERIOD OF TIME SET FORTH IN THE DOCUMENTATION OF THE PURCHASED NORTON SUBSCRIPTION.
- IF YOU HAVE ACQUIRED THE SERVICES THROUGH YOUR ENROLLMENT IN NORTON AUTOMATIC RENEWAL SERVICE, THEN THE RIGHT TO USE THE SERVICES SHALL BEGIN ON THE DATE OF YOUR ENROLLMENT AND SHALL LAST FOR THE DURATION OF YOUR THEN CURRENT NORTON SUBSCRIPTION OR UNTIL YOU CANCEL YOUR ENROLLMENT IN NORTON AUTOMATIC RENEWAL SERVICE, WHICHEVER OCCURS EARLIER.

**NOTE: SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OF REFUND RIGHTS AS DESCRIBED IN THIS CLAUSE SO THIS CLAUSE MAY NOT APPLY TO YOU. FURTHERMORE, THIS CLAUSE DOES NOT AFFECT ANY OTHER APPLICABLE REFUND RIGHTS. BY CLICKING ON THE "I ACCEPT" OR "I AGREE" BUTTON, OR BY YOUR USE OF THE SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED AND CONSENTED TO BE BOUND BY THE TERMS.**

Norton Virus Protection Promise

Virus Protection Promise includes a virus removal service provided by a Norton expert and comes with the following qualifying Norton subscriptions: Norton Security (Standard, Deluxe, or Premium), Norton Small Business, Norton Internet Security, Norton AntiVirus, Norton 360 and Norton 360 Multi-Device. In the unlikely event that we are unable to remove the virus from Your device, You may be entitled to a refund of the Norton subscription or Norton bundle (as applicable). In order to be entitled for a refund, the following terms and conditions apply:

- (a) Except if You are a Norton Small Business subscriber, You must purchase, renew, or upgrade your qualifying Norton subscription directly from Norton.com, or subscribe to the Norton Automatic Renewal Service with your qualifying Norton subscription;
- (b) Your refund will be a full refund based on the actual price paid for Your current Norton subscription term. If You purchased a Norton bundle (defined as Norton subscriptions and/or Norton services), Your refund will be based on the actual price paid for the term of Your current Norton bundle. Or, if Your bundled purchase contains a Norton subscription with a non-Norton subscription/product, Your refund will be limited to the Manufacturer's Suggested Retail Price (MSRP) of Your Norton subscription for the current term, not to exceed the total price paid for that bundle. The refund will be net of any discounts or refunds received and less any shipping, handling and any applicable taxes, except in certain states and countries where shipping, handling and taxes are refundable;
- (c) If You have purchased the Norton subscription from a retailer, proof of purchase is required;
- (d) Symantec is not responsible for, and the refund DOES NOT apply to any loss or damage(s) incurred as a result of viruses; and
- (e) Applicable law or regulation(s) of the country in which the virus removal service will be performed may limit or alter the availability or scope of the Virus Protection Promise.

**1. Services**

**1.1. Service Overview**

(1) Introduction. Symantec shall provide the Services as set forth in the Terms and on the sole basis that Your use of the Services will be non-commercial. Symantec's service representative will attempt to provide to You the Services over the telephone, through a live chat session on Your device or by email. In order to optimize the Services, and solely to the extent permitted by applicable law, Symantec may, at its discretion, modify the features or descriptions of the Services from time to time; however this shall not adversely affect the

quality of any specific Services which Symantec has already expressly agreed to provide to You.

(2) Support Software Tool and Remote Access. During a Services session, Symantec may (i) ask You to install certain support software on Your device by downloading the support software from the Site and/or (ii) ask for Your permission to use the remote assist tool through the Symantec service representative to enable Symantec to remotely access and take control of Your device; and/or (iii) utilize certain third party support software on Your device, which will be removed upon the completion of the Services session. The support software (including any third party support software) and remote assist tool are owned by Symantec or applicable third party licensors and suppliers and may be collectively referred to as the "Support Software Tool" in the Terms. The Support Software Tool will be used to analyze, diagnose, resolve more difficult problems and/or provide system optimization functions. You may use the Support Software Tool only as part of or for use with the Service and for no other purpose. By electing to receive support, You agree to allow Symantec to use whatever Support Software Tools as deemed necessary to repair Your device, including remote access. You understand that if remote access is used on Your device, there will be no residual software from the Services session; however, there may be a report created by xml or flash. You also understand that if You elect to install the Support Software Tool on Your device, by downloading the Support Software Tool, You agree to use the Support Software Tool in accordance with the Symantec Support Software Tool Usage Agreement located at [ftp://ftp.symantec.com/public/english\\_us\\_canada/premium\\_services/Support\\_Tool\\_EULA.pdf](ftp://ftp.symantec.com/public/english_us_canada/premium_services/Support_Tool_EULA.pdf) (the "Support Software Tool Usage Agreement"). In such case, You shall cease use of the Support Software Tool and remove it from Your device at the end of the Services session.

Symantec may, but has no obligation to, monitor and record Services sessions, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You hereby grant permission to Symantec to monitor and record the Services and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request; to provide the Services to You or other users and to enhance the types of Services Symantec may provide to You in the future. You also grant Symantec permission to combine Your information with that of others in a way that does not identify You or any individual personally to improve the Services, for training, for marketing and promotional purposes, and for other business purposes.

(3) Description of Services, Minimum Requirements. Some devices may not be able to receive the Services even if initial testing showed that Your connection was qualified or Your device's environment was suitable. To receive the Services, a high speed internet connection is required. Symantec shall provide the Service subject to You meeting the following minimum system requirements:

Windows XP 32-Bit (Service Pack 3 or later) Professional, Home Edition or Media Center 2005

- 500 MHz CPU
- 512 MB RAM
- 500 MB of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows Vista 32-bit or 64-bit (all Service Packs) Home Basic, Home Premium, Business or Ultimate

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows 7 32-bit or 64-bit (all Service Packs) Home Basic, Home Premium, Business or Ultimate

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator



## Windows 8 32-bit (all Service Packs) Home Basic, Home Premium, Business or Ultimate

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

## Windows 10 (all Service Packs) Home or Pro

- 1 GHz CPU or faster
- 1 GB (32-bit) or 2GB (64-bit)
- 16 GB (32-bit) or 20 GB (64-bit) of available hard drive space
- Microsoft DirectX 9 graphics device with WDDM 1.0 driver
- 800x600 resolution compatible display
- You need to log on as an administrator

## Mac® Requirements

- Mac OS X 10.5, 10.7, 10.8 and 10.9
- At least 256 MB of RAM
- Customer must have administrator level access to the Mac
- Mac must be able to connect to the Internet

## Android™

- OS version 2.3 or later (must have the Google™ Play app installed)

## iOS®

- OS version 6 or later

### 1.2. Commercially Reasonable Effort.

(i) While Symantec will make every commercially reasonable effort to perform the Services, both You and Symantec understand and agree that not all viruses can be removed through the Services, and Symantec does not guarantee that it will remove all viruses from Your device(s).

(ii) In the course of providing the Services, Symantec may determine that the issue is beyond the scope of the Services. Symantec may use commercially reasonable efforts to refer You to the appropriate alternative resource; however, Symantec will not transfer You directly to an alternate resource. To the extent permitted by applicable law, Symantec reserves the right to refuse, suspend or terminate any of the Services in its sole discretion.

## 2. **Your Responsibilities**

2.1. Basic Responsibilities. You agree that You are a legal license holder of the software on Your device and Your use of the internet is solely at Your own risk. By electing to receive the Services, You confirm that You (a) have full access to Your hardware and software that are the basis of the problem, and (b) have completed a back-up onto separate media of any software or data on the hardware that may be impacted by the Services. All information that You provide to Symantec must be accurate and full, including Your name and address, and if applicable, any credit or charge card numbers, expiration dates or any other payment information provided by you to Symantec. You further represent that You authorize Symantec to bill the credit card or debit card (as the case may be) that You provide to Symantec, for any charges to which you consent.

2.2. Liability Release. To the extent permitted by applicable law, Symantec will have no liability for loss of or recovery of data, programs, or loss of use of systems(s) or networks arising out of the Services or any act or omission, including negligence, by Symantec and/or its representatives. If Symantec works with You on any

password or other access control oriented problems, Symantec strongly recommends that You reset such passwords(s) immediately following the completion of the Services.

2.3. No Transfer. The Services are not transferable. You may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by You.

### 3. Privacy; Data Protection

When You visit the Site, the Symantec Privacy Policy that is available for review via the “Privacy Policy” link that appears on the Site shall apply.

When You request the Services, the following information will be collected and sent from Your device to Symantec via an Internet connection:

- The information provided by You to Symantec’s service representative over the phone or entered by You into Symantec’s online interface when requesting the Services; and
- The type and version of operating system and Internet browser used by Your device.

During Your Services session, if a Support Software Tool is installed, the following information may be collected by the Support Software Tool and sent to Symantec via secured connection:

- The number of files scanned, threats found, and threats fixed by the Support Software Tool;
- The type of threats found;
- The number and type of threats remaining that have not been fixed by the Support Software Tool;
- Whether a firewall is active;
- Whether antivirus software is installed, running, and up to date;
- Browser information including security and temporary file settings;
- System information related to the operating system, memory and disk space, proxy configuration, and directory listings for the Support Software Tool;
- The security status (good/fair/poor) of the device as determined by the Support Software Tool;
- Installed programs and active processes information; and
- Application log file information and registry data.

All of the collected information as set out above is necessary for the purpose of delivering the Services including analyzing, diagnosing, resolving the problem You have encountered, and optimizing the functionality of Symantec’s products and services. The 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), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

Symantec may disclose the collected information if asked to do so by a law enforcement official as required or permitted by law or in response to a subpoena or other legal process. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends.

Full details of Symantec’s privacy policy can be found here: <https://www.symantec.com/privacy>

#### 4. Other Important Information

4.1. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SAVE FOR THE WARRANTY IN SECTION 1.2 ABOVE, SYMANTEC EXPRESSLY DISCLAIMS ALL OTHER 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 SERVICES AND/OR SITE WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES AND/OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SITE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES, SUBSCRIPTIONS, PRODUCTS, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES AND/OR SITE WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SERVICES AND/OR SITE WILL BE CORRECTED; (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SERVICES; OR (VII) IN RELATION TO THE PAYMENT OF THE REFUND, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. ANY SUPPORT SOFTWARE TOOL, MATERIALS AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE SUPPORT SOFTWARE TOOL IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY AND PROVIDED IN ACCORDANCE WITH THE SUPPORT SOFTWARE TOOL USAGE AGREEMENT. SYMANTEC DOES NOT WARRANT THIRD PARTY PRODUCTS.

4.2. 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.

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 BE LIABLE TO YOU FOR (A) ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE PROVISION OF SERVICES, (B) ANY LOSS OF USE OR LACK OF AVAILABILITY OF COMPUTING DEVICES, FAILED MESSAGES OR TRANSMISSION ERRORS ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR (C) ANY SPECIAL CONSEQUENTIAL, INDIRECT OR SIMILAR LOSS OR DAMAGE(S), EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE(S). IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE GREATER OF THE PRICE YOU PAID FOR THE SERVICES OR FIFTY DOLLARS (U.S. \$50.00) OR EQUIVALENT AMOUNT IN THE APPLICABLE CURRENCY.

4.3. Proprietary Rights. Symantec retains ownership of all proprietary rights in the Services, the Site, the Support Software Tool, and in all trade names, trademarks and service marks associated or displayed with the Services. You will not remove, deface or obscure any of Symantec's copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Services. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any Support Software Tool with the Services.

4.4. Force Majeure. Symantec shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Symantec's reasonable control, including but not limited to acts of God, war (whether declared or not), riot, embargoes, acts of civil or military authorities, terrorist attack or threat of terrorist attack, fire, floods, accidents, strikes, lockouts, failure of public or private telecommunications networks and infrastructure, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, Symantec may be excused from such performance to the extent it is delayed or prevented by such cause.

4.5. Export Regulation. You acknowledge that the Services, Support Software Tool 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 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 Norton subscriptions are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

4.6. Dispute Resolution. Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec customer support. If You are a U.S. customer, and the dispute is not resolved through Symantec customer support, You and Symantec agree that any such dispute, claim or controversy arising out of or relating in any way to the Symantec products and services associated with the Terms (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 the Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this 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 the Terms.

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 4.6(B)(e)).

b. Arbitration Proceedings: If You and Symantec do not reach an agreement to resolve the claim within 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 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 the Terms, 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 the 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 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 US10,000, 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 US500 or 10% of the amount awarded, whichever is greater.

c. Injunctive and Declaratory Relief: Except as set forth in Section 4.6.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 general 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.

d. 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.

e. **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.

f. **Modification of Dispute Resolution Section:** If Symantec changes this "Dispute Resolution" section after the date You first accepted these Terms, 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 service agreements for Symantec services can be found at <https://www.symantec.com/about/legal/repository>.

g. **Severability:** With the exception of any of the provisions in Section 4.6(B)(e) of this Agreement ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement shall still apply.

## 5. General

A. **Governing Law.** The Terms will be governed by the laws of the State of California, United States of America.

B. **Entire Agreement.** The Terms are the entire agreement between You and Symantec relating to the Services and: (i) supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevail over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. The Terms shall terminate immediately upon Your breach of the Terms, including but not limited to: breach of your Basic Responsibilities, including payment and non-transfer obligations, under Section 2.1 or 2.3 herein, and/or breach of Symantec's proprietary rights, or applicable import and export laws under Sections 4.3 or 4.5 herein, and You shall immediately cease use of the Services. The disclaimers of warranties and damages and limitations on liability set forth in the Terms shall survive termination. Should You have any questions concerning the Terms, or if You desire to contact Symantec for any reason, please visit the support page for Your country or region, which can be located at <https://www.symantec.com/globalsites/>. Symantec will not file a copy of the Terms.

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