

**NORTON for SMALL BUSINESS  
SUBSCRIPTION TERMS**

**IMPORTANT:** PLEASE READ THESE NORTON FOR SMALL BUSINESS SUBSCRIPTION TERMS (THIS "AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES (AS DEFINED BELOW). SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS; OR SYMANTEC ASIA PACIFIC PTE LTD, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN; OR SYMANTEC LIMITED, IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA ("SYMANTEC") IS WILLING TO LICENSE THE SOFTWARE AND SERVICES TO YOU OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE AND SERVICES (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS 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 USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE OR SERVICES, AND CONTACT (i) YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 14 OF THIS AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE AMOUNT YOU PAID FOR YOUR NORTON FOR SMALL BUSINESS SUBSCRIPTION (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) IF YOU OBTAINED ACCESS TO THE SOFTWARE AND SERVICES FROM YOUR SERVICE PROVIDER (AS DEFINED BELOW) CONTACT YOUR SERVICE PROVIDER FOR INFORMATION ON THEIR REFUND POLICIES.

**1. Norton for Small Business Subscription; License:**

Your Norton for Small Business Subscription ("Subscription") includes access to software (the "Software") and services (the "Services"), and all documentation for the Software and Services, (including any product description and/or packaging, in printed, electronic or web-based format) (the "Documentation"), that accompanies this Agreement (collectively the "Software and Services"). The Software and Services are the property of Symantec or its licensors, and are protected by copyright law. All rights not expressly granted to You are retained by Symantec and/or its licensors. Although Symantec continues to own the Software and Services, after Your acceptance of this Agreement You will have certain rights to use the Software and Services during Your Subscription Period. The "Subscription Period" shall begin on either: (i) the date of purchase of Your Subscription if You purchased Your Software and Services from the Norton online store, regardless of the date of initial installation of the Software or use of the Services on Your computer(s), virtual environment(s), mobile or mobile computing Devices(s) (Your "Devices"), (ii) the date You activate Your Subscription, or (iii) if You obtained access to the Software and Services as described in this Agreement from a Symantec authorized service provider ("Service Provider") the date determined by such Service Provider, and shall last for the period of time set out in the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider from which You purchased Your Norton for Small Business Subscription. The Software and Services may automatically deactivate and become non-operational at the end of the Subscription Period, and You will not be entitled to receive any feature or content updates to the Software or Services unless Your Subscription is renewed. Renewals of Your Subscription will be (i) available in accordance with Symantec's support policy posted at [http://www.symantec.com/norton/support/technical\\_support\\_policy.jsp](http://www.symantec.com/norton/support/technical_support_policy.jsp), or (ii) as determined by Your Service Provider, as applicable.

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

During the Subscription Period, You may:

- A. use the Software and Services on up to the number of Devices as specified within the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider from which You obtained the Software and Services;
  - B. make one copy of the Software and Services for back-up or archival purposes, or copy the Software and Services onto the hard disk of Your Devices and retain the original for back-up or archival purposes;
  - C. use the Software and Services on a network, provided that You have a licensed copy of the Software and Services for each Devices that can access the Software and Services over that network;
- and
- D. use the Software and Services in accordance with any additional permitted uses which may be set forth below.

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

- A. sublicense, rent or lease any portion of the Software and Services;
- B. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software and Services or create derivative works from the Software and Services;
- C. provide, offer or make available the Software and Services as part of a facility management, timesharing, service provider or service bureau arrangement;
- D. use the Software and Services in any way that could harm them or impair any other user's access to or use of the Software and Services;
- E. use the Software and Services to gain or attempt to gain, unauthorized access to any service, data, account or network by any means;
- F. transfer any of the rights granted to You in this Agreement to another person or entity; or
- G. use the Software or Services in any manner that is not permitted pursuant to this Agreement.

The Software and 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.

## **2. Software and Services Updates; Content Updates:**

A. You shall have the right to receive new features to and versions of the Software and 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 Software and Services, and to provide You with the most current version of the Software and Services, You agree the Software and Services 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 Devices. Additionally, Symantec may modify this Agreement or the end user terms and conditions that apply to Your use of the Software and Services to reflect such updates and versions and You agree to such updated terms.

B. Certain software uses content that is updated from time to time, including but not limited to the following software: antivirus and crimeware software use updated virus definitions; antispyware software uses updated spyware definitions; antispam software uses updated antispam rules; content filtering and antiphishing software use updated URL lists; some firewall software use updated firewall rules; vulnerability assessment products use updated vulnerability data and web site authentication software uses updated lists of authenticated web pages; these updates are collectively referred to as "Content Updates" (or alternatively referred to as "Protection Updates" or "Security Updates" at times). You shall have the right to receive Content Updates for the Software and Services during Your Subscription Period.

## **3. Product Installation; Required Activation; User Account:**

A. You, or Your administrator, will invite Your users to download and install the Software and Services. During such download and installation process Your users may be required to review and agree to end user terms and conditions which may accompany such Software and Services. Additionally, during the installation process, the Software and Services may uninstall or disable other security products, or features of such products, if such products or features are incompatible with the Software or Services or for purposes of improving the overall functionality of the Software and Services.

B. There may be technological measures in this Software and Services that are designed to prevent unlicensed or illegal use of the Software and Services. You agree that Symantec may use these measures to protect Symantec against software piracy. The Software and Services may contain

enforcement technology that limits the ability to install and uninstall the Software and Services on a Device to not more than a finite number of times for a finite number of Devices. This Agreement and the Software and Services containing enforcement technology may require activation as further set out in the Documentation. If so, the Software and Services will only operate for a finite period of time prior to Software and Services activation by You. During activation, You may be required to provide Your unique activation code accompanying the Software and Services and Devices configuration in the form of an alphanumeric code over the Internet to verify the authenticity of the Software and Services. If You do not complete the activation within the finite period of time set forth in the Documentation, or as prompted by the Software and Services, the Software and Services will cease to function until activation is complete; at which time the Software and Services functionality will be restored. In the event that You are not able to activate the Software and Services over the Internet, or through any other method specified during the activation process, You may contact Symantec Customer Support using the information provided by Symantec during activation, or as set out below.

C. User Account. A current user account, either a Norton account or a similar user account required by Your Service Provider, (a "User Account"), may be required to access and use the Software and Services. If You or Your administrator do not have a User Account, You or Your administrator may be required to complete the applicable registration process to create a User Account in order for You and Your users to use the Software and Services. You and Your administrator are entirely responsible for maintaining the confidentiality of Your User Account password.

#### **4. Safe Search and Online Backup Features:**

##### **A. Safe Search.**

The Software and Services may include a Safe Search feature which provides You the ability to safely search the internet. This may be offered via, but not be limited to, a Symantec search toolbar.

##### **B. Online Backup.**

The Software and Services 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 Services and/or which You additionally purchase. If You choose to use the Online Backup Feature, You must complete the activation process within the Software and Services for such feature.

a. Availability. The Online Backup Feature is provided "as is" and "as available" and Symantec will not be responsible for paying 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 Service Provider from which You obtained the Software and 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 User 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 User 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 User 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 User 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 7 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.

## **5. Services:**

A. Introduction. Symantec shall provide the Services which are described in the Documentation or applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software and Services. Symantec's service representative will provide You the Services over the telephone, through a live chat session on Your Devices, remotely over the internet, or by email as may be applicable. Symantec continually strives to improve the usability and performance of its products and services. 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.

B. Support Software Tool and Remote Access. During the Services session, Symantec may (i) ask You to install certain support software on Your Devices by downloading the support software from a Symantec 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 Devices; and/or (iii) gather system data and modify Devices settings in order to diagnose or repair a problem; (iv) utilize certain third party support software on Your Devices, 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 (collectively, "Support Software Tool"). The Support Software Tool will be used to analyze, diagnose, resolve more difficult problems and/or provide system optimization functions.

C. Symantec may, but has no obligation to, monitor and record the Services, 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. To the extent

permitted by applicable law, Symantec reserves the right to refuse, suspend or terminate any of the Services in its sole discretion.

#### D. Service Availability.

(i) Some Devices may not be able to receive the Services even if initial testing showed that Your connection is qualified or Your Devices environment is suitable. To receive the Services, a high speed internet connection is required.

(ii) Symantec will make every commercially reasonable effort to troubleshoot or fix Your Devices problem. However, 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.

(iii) The Services may not always be available in Your time zone or geographic location. The Services may not always be available due to system maintenance or Internet service disruptions.

E. Your Responsibilities. You agree that You are a legal license holder of the software on Your Devices and Your use of the Services and the internet is solely at Your own risk. By electing to receive the Services, You confirm that You have full access to Your hardware and software that are the basis of the problem.

F. Data Backup. WHEN PROVIDING SERVICES, SYMANTEC DOES NOT PERFORM DATA BACKUP OR RESTORATION SERVICES FOR YOU. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND BACKING UP ALL INFORMATION, DATA, TEXT OR OTHER MATERIALS (COLLECTIVELY "CUSTOMER DATA") AND SOFTWARE STORED ON YOUR DEVICES AND STORAGE MEDIA BEFORE ORDERING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT SYMANTEC OR ITS REFERRAL PARTNERS HAVE NO RESPONSIBILITY OR LIABILITY UNDER ANY CIRCUMSTANCE AT ANY TIME FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA, SOFTWARE OR HARDWARE THAT MAY ARISE OUT OF THE SERVICES.

SYMANTEC DOES NOT PROVIDE BACKUP COPIES OR SUPPORT INSTALLATION OF UNLICENSED SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE.

## 6. Technical Support:

For the avoidance of doubt, this Section 6 (Technical Support) does not apply if You obtained the Software and Services from Your Service Provider; please contact Your Service Provider for information on their Technical Support policies.

In connection with Your Subscription You, or Your administrator, may choose to access certain technical support features that may be offered from within the Software and Services, which may include live chat with a technical support agent and/or assistance from a technical support agent via remote Devices access (any such technical support offered from within the Software and Services shall be referred to in this Agreement as the "Technical Support"). Any such Technical Support shall be provided in Symantec's sole discretion without any guarantee or warranty of any kind other than any guarantees applicable under consumer laws in Your jurisdiction which cannot be excluded or limited in any way. It is solely Your responsibility to complete a backup of all Your Customer 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. Privacy; Data Protection:

A. From time to time, the Software and Services may collect certain information, including identifiable information, from the Devices on which it is installed, which may include:

- Information on potential security risks as well as URLs and the Internet Protocol (IP) addresses of websites visited that the Software and Services deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially

fraudulent website is attempting to obtain without Your permission. This information is collected by Symantec for the purpose of delivering the functionalities of the Software and Services, and also for evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks.

- URLs and the Internet Protocol (IP) addresses of websites visited as well as search keywords and search results only if the Norton Safe Web or Norton Safe Search features are enabled. This information is collected by Symantec for the purpose of providing protection and of evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it.
- Executable files and files that contain executable content that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Symantec using the Software and Service's automatic submission function. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable Software and Services. The collected files could contain personally identifiable information that has been obtained by the malware without Your permission. Files of this type are being collected by Symantec only for the purpose of improving the ability of Symantec's products to detect malicious behavior.
- The name given to the Devices during the initial setup of such Devices. If collected, the name will be used by Symantec as an account name for the Devices under which You may elect to receive additional services and/or under which You may use certain features of the Software and Services. You may change such account name at any time after installation of the Software and Services and it is recommended that You do so.
- Status information regarding installation and operation of the Software and Services. This information indicates to Symantec whether installation of the Software and Services was successfully completed as well as whether the Software and Services has encountered an error. The status information could contain personally identifiable information only if such information is included in the name of the file or folder encountered by the Software and Services at the time of installation or error. The status information is collected by Symantec for the purpose of evaluating and improving Symantec's product performance and installation success rate. Symantec may also use this information to optimize its web-pages.
- Information contained in email messages that You send through the Software and Services to Symantec to report as spam or as incorrectly identified as spam. These email messages may contain personally identifiable information and will be sent to Symantec only with Your permission, and will not be sent automatically. If You send such messages to Symantec, Symantec will use them only for the purpose of improving the detection ability of Symantec's antispam technology. Symantec will not correlate or match up these files with any other personally identifiable information.
- Information contained in a report that You may choose to send through the Software and Services to Symantec when the Software and Services encounters a problem. The report includes information regarding the status of the Software and Services and Your Devices at the time that the Software and Services encountered the problem. The status information about Your Devices may include the system language, country locale, and the operating system version for Your Devices, 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 and Services encountered the problem. The information could contain personally identifiable information if such information is included in, or is a part of the name of the files or folders open at the time the Software and Services encountered the problem. This information will be sent to Symantec only with Your permission, and will not be sent automatically. The information is collected by Symantec for the purpose of correcting the encountered problem and improving Symantec's product performance. This information will not be correlated or matched up with any personally identifiable information.
- The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the Devices on which the Software and Services are installed to enable the Software and Services to function and for license administration purposes.
- The Software and Services accesses the International Mobile Equipment Identity (IMEI) in order 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 and Services 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 Devices 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.

- Information related to the location of Your Devices if the anti-theft functionality is available and enabled.
- Images captured by the Device's camera if available and enabled.
- The Wi-Fi Media Access Control (MAC) address of the Devices on which the Software and Services are installed to enable the Software and Services to function and for license administration purposes.
- Other general, statistical information used for product analysis, and for improving product functionality.

B. When You request the Services, the following information will be collected and sent from Your Devices 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.
- The type and version of operating system and Internet browser used by Your Devices.

During Your Services session, if a Support Software Tool is installed, the following information may be collected from Your Devices by the Support Software Tool and sent to Symantec via a 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 Devices as determined by the Support Software Tool;
- Installed programs and active processes information; and
- Application log file information and registry data.

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

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

Your Obligation Regarding the Use of Anti-Theft functionality on Your users' Devices. It is Your responsibility to ensure that use of the Anti-Theft location tracking and Sneak Peek functionalities is consistent and compliant with national laws governing the collection, use and protection of personal information applicable to Your country/region of operation. In particular it is Your responsibility to inform Your users that data collected from their Devices is sent to Symantec in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), and to inform them of how it will be used and to gather appropriate consents required for such collection, transfer and use.

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 and Services. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement, or other government, investigation. 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 and Services, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

If you have any questions about how Your Data is being handled, please contact Symantec Customer Service using the contact details in Section 14.

## **8. Money Back Guarantee; Norton Virus Protection Promise:**

For the avoidance of doubt, this Section 8 (Satisfaction Guarantee and Norton Virus Protection Promise) does not apply if You obtained the Software and Services from Your Service Provider; please contact Your Service Provider for information on their refund policies.

### **A. Satisfaction Guarantee.**

If You are not completely satisfied with the Software and Services 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) Symantec Customer Service, using the contact details set out in Section 14 of this Agreement, for information on how to obtain a refund of the amount You paid for Your Subscription (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.

### **B. Norton Virus Protection Promise.**

Virus Protection Promise includes a virus removal service provided by a Norton expert. 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 condition apply:

- (a) Your refund will be a full refund based on the actual price paid for Your current Norton Subscription Period. 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;
- (b) If additional Device seats are purchased, then the refund will be the total price of those additional seats (including 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) for the current paid Subscription Period only;
- (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.



## **9. Limited Warranty:**

Symantec warrants that any media manufactured by Symantec on which the Software and Services is distributed will be free from defects for a period of sixty (60) days from the date of delivery of the Software and Services to You. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, replace any defective media returned to Symantec within the warranty period or refund the money You paid for Your Subscription. Symantec does not warrant that the Software and Services will meet Your requirements or that operation of the Software and Services will be uninterrupted or that the Software and Services will be error-free. For the avoidance of doubt, references to "Software and Services" in the foregoing sentence shall include, but not be limited to, Software, Services and Technical Support.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

## **10. Disclaimer of Damages:**

**SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF DATA OR PROGRAMS, OR LOSS OF USE OF SYSTEMS OR NETWORKS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR SERVICES (INCLUDING BUT NOT LIMITED TO USE OF THE SOFTWARE, SERVICES AND TECHNICAL SUPPORT) 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 SUBSCRIPTION PERIOD. The disclaimers and limitations set forth above will apply regardless of whether You accept or use the Software and Services.**

## **11. 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 Agreement.

## **12. Export Regulation:**

You acknowledge that the Software and Services and related technical data and services (collectively "Controlled Technology") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant 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.**

### **13. Arbitration:**

If You are a U.S. customer, You and Symantec agree that any dispute, claim or controversy arising out of or relating in any way to the Software and Services or this Agreement, shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to this Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that You and Symantec are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of Your Symantec product license.

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; and (b) set forth the specific amount of damages or other relief sought ("Demand").

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 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). If You are required to pay a filing fee, Symantec will promptly reimburse You for Your payment of the filing fee after arbitration is commenced. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless Symantec and You agree otherwise, any arbitration hearings will take place in the county (or parish) of either the mailing address You provided in Your Notice or, if no address was provided in Your Notice, Your billing address on file. 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. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

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, 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 arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

### **14. General:**

If You are located in North America or Latin America, this Agreement will be governed by the laws of the State of California, United States of America. Otherwise, this Agreement will be governed by the laws of England and Wales. This Agreement is the entire agreement between You and Symantec relating to the Software and Services 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 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 Agreement if You breach any term contained in this Agreement (other than a trivial or inconsequential breach) and, if such termination occurs, You must cease use of Software and Services 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 Agreement, or if You desire to contact Symantec for any reason, please write to (i) Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A., (ii) Symantec Consumer Support, PO Box 5689, Dublin 15, Ireland, or (iii) Symantec Customer Service, 1 Julius Ave, North Ryde, NSW 2113, Australia, or visit the Support page at [www.symantec.com](http://www.symantec.com).

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