

Welcome	General Terms	Software License Terms	Country/Region Specific Terms
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WELCOME!

PART 1 - INTRODUCTION

Thank you for choosing SurfEasy, brought to you by NortonLifeLock. For purposes of this License and Services Agreement (“LSA”, or these “Terms”)

“**NortonLifeLock**” means the applicable NortonLifeLock entity stated in Section 4, below.

This LSA includes five parts: (1) this Introduction, (2) General Terms; (3) Software License Terms; and (4) Country/Region Specific Terms.

IMPORTANT NOTICE REGARDING ARBITRATION FOR CUSTOMER – IF YOU RESIDE IN ANY COUNTRY WITHIN THE ASIA PACIFIC REGION WHEN YOU AGREE TO THIS CUSTOMER AGREEMENT, YOU AGREE TO RESOLVE ALL DISPUTES WITH US AND OUR AFFILIATES THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN A FORMAL LEGAL PROCEEDING. PLEASE REVIEW SECTION 2 “DISPUTES; MANDATORY ARBITRATION” OF PART 2 - GENERAL TERMS, FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

Please carefully read all the terms and conditions of the LSA before using our Services. They contain important information about your rights and obligations.

By either: (i) opening the packaging or breaking the seal; or (ii) clicking “I Agree” or otherwise electronically indicating assent; or (iii) loading, accessing or using our Services – you agree to the terms and conditions of the LSA.

If you do not agree to the terms and conditions of the LSA: (i) do not download, install, access or use our Services and (iii) contact your Provider, or [SurfEasy Support](#).

If you have accepted multiple versions of the LSA for a Service, the most current version that you accepted is the LSA between you and us and supersedes and replaces all prior versions.

The LSA covers:

1. Definitions
2. General Service Terms
3. Software License Terms
4. Country/Region Specific Terms

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PART 2 - GENERAL TERMS

1. **Your Privacy.** Your privacy is important to us. Please read the NortonLifeLock and Norton Privacy Statement <https://www.NortonLifeLock.com/privacy> which describes how we collect, use, process and protect data from you and your devices when you are using and accessing our Services.
2. **Disputes; Mandatory Arbitration.** Most disagreements can be resolved informally and efficiently by contacting our [Customer support](#).
 - a. You and We agree that any dispute, claim or controversy arising out of or relating in any way to the Services (a “**Claim**”) will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.
 - b. **Small Claims Court.** Either of us can seek a Claim resolved 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. Either of us may seek a Claim resolved in the Singapore courts.
 - c. **Arbitration.** This arbitration provision shall survive termination of this LSA and/or the termination of your Services.
 - d. **Notice of Claim.** If you elect to seek arbitration, you must first send to Us, by certified mail, a written Notice of Your Claim (“**Notice of Claim**”). The Notice of Claim should be addressed to: General Counsel, NortonLifeLock, Inc., 60 E. Rio Salado Pkwy, Ste 1000, Tempe AZ 85281 and should be prominently captioned “NOTICE OF CLAIM.” The Notice of Claim should include both the mailing address and email address You would like Us to use to contact you. If We elect to seek arbitration, We 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 Us, 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 this Section by Us.
 - e. **Arbitration Proceedings.** If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or We may commence an arbitration proceeding (or, alternatively, file a claim in small claims court). The arbitration will be governed by the Singapore International Arbitration Centre rules “SIAC Rules” in Singapore and will be administered by the Singapore International Arbitration Center. The arbitrator is bound by this LSA. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless We and you agree otherwise, any arbitration hearings will take place in the country of the mailing address you provided in your Notice of Claim.. Regardless of the way 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.
 - f. **Injunctive and Declaratory Relief.** Except as provided in Section 2(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or Us 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 We 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 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.
 - g. **Arbitration Fees.** Payment of all filing, administration and arbitrator fees will be governed by the SIAC Rules. You are required to pay SIAC's initial filing fee. We will not seek to recover the administration and arbitrator fees we are responsible for paying under the SIAC Rules or this Agreement, 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.
 - h. **Class Action Waiver.** YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS CUSTOMER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if you have elected arbitration, unless both you and We 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 Section 2 (Disputes; Mandatory Arbitration) shall be null and void.
 - i. **Changes.** If We changes this Section 2 after the date you first accepted this LSA, 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 Section 2 in Your Notice of Claim, you agree to resolve any Claim between you and Us in accordance with the terms of the dispute resolution section in effect as of the date of Your Notice of Claim.
3. **Using the Services**
 - a. **Service Description.** The Service is Internet controlled and may include client software (“Software”) installed on Your computer, mobile or mobile computing devices (each, a “Device”) that interacts with our servers (or servers belonging to third party contractors of ours) which allow You to create a virtual private connection. 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 us and other service providers. All or portions of the Service provided hereunder may be provided by a third-party provider, including but not limited to, the network infrastructure.
 - b. **Creating and Maintaining an Account.** You must be 18 or older to access and use our Services. You will need an account to access and use the Services. It's important that you provide us with accurate, complete and current account information (including a valid email address) and keep this information up to date. If you don't, we might have to suspend or terminate your account. Your account is exclusively for you to manage your (or, if permitted by the specific Service, your household's) subscription to the Services and it is not for use by other third parties for any purpose. You may not sell, transfer or allow others to use your account credentials. You may not attempt to gain unauthorized access to accounts of other users
 - c. **Unauthorized Access to Your Account.** You are solely responsible for ensuring that you keep your user name and password safe. Do not share this information with others and notify us right away of any unauthorized use. You're responsible for all activities that occur under your account. We encourage you to ensure you are safe online and be aware of phishing and other means third parties use to access your information online.
 - d. **Software.** In order to access and use certain Services, you may be required to download and install certain Software on a registered device. Please refer to Part 3 - Software License Terms of this LSA for the terms and conditions applicable to the use of such Software.
 - e. **Virtual Private Network (VPN).** The VPN Service has sufficient capacity to accommodate average non-commercial use. However, from time to time during periods of extraordinarily heavy usage of the VPN Service, you may temporarily experience slower service or service unavailability. No such temporary slowdown or unavailability shall constitute a breach or default by us of our obligations. We reserve the right to temporarily suspend

or limit your use of the VPN Service if: (a) your usage level exceeds our average customer use level or otherwise negatively impacts the overall health of the network determined by us in our sole discretion, or (b) you exceed any bandwidth limitations associated with your account as stated in the Documentation, or the applicable transaction documentation from the Provider from which you obtained the VPN Service. No such suspension or limitation of the VPN Service shall constitute a breach or default by us of our obligations.

We do not condone or endorse any unlawful, illicit, criminal or fraudulent activities perpetrated by using the Service. We will not be liable in any way for actions of its users. We may suspend your account for clarification, investigation or request that you explain your actions and provide additional information, with notice as reasonably required. If your account has been suspended, you must contact us for further information. We may suspend your user account for a reasonable period of time before we terminate a user account permanently.

f. **Do's and Don'ts with Our Services.**

- i. You may not use the Services for any illegal or fraudulent purposes, including but not limited to port scanning, sending spam, sending opt-in email, scanning for open relays or open proxies, sending unsolicited e-mail or any version or type of email sent in vast quantities even if the email is routed through third-party servers, any pop-up launching, use of stolen credit cards, credit card fraud, financial fraud, cryptocurrency fraud, cloaking, extortion, blackmail, kidnapping, rape, murder, sale of stolen credit cards, sale of stolen goods, offer or sale of prohibited, military and dual use goods, offer or sale of controlled substances, identity theft, hacking, pharming, phishing, scraping in any form or scale, digital piracy, intellectual property infringements and other similar activities, or to harass, stalk, threaten, harm, or monitor others or to exploit children in any way, including audio, video, photography, digital content, etc. You agree to use the Services in accordance with all applicable laws and regulations.
- ii. You may not use the Services for commercial purposes. You may access the Services for your own personal or household use only. Except as otherwise provided below, the Services may not be accessed, used, or shared with family members, non-family members, or other persons who do not reside with you. You may not share any data or other content with any unreasonably large number of persons, including without limitation sending blast communications to a large number of recipients or sharing content with persons you do not know or who do not know you.
- iii. You may not distribute, publish, copy, use or sell, or permit others to distribute, publish, copy, use or sell, the Software or Services. You may not reverse engineer, decompile, disassemble, modify, or create derivative works from the Software or Services, except and only to the extent that applicable law expressly permits. You must comply with any technical limitations of the Software and Services. You may not make more copies of the Software than specified herein or allowed under applicable law.
- iv. You may not sublicense, rent, lease and/or lend the Software or Services. You may not, nor may you permit others, to provide, offer or make available the Services as part of a facility management, timesharing, service provider or service bureau arrangement.
- v. You may not 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. You may not transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs.
- vi. You may not attempt to gain unauthorized access to any Services, or the accounts of other users, or computer systems or networks connected to the Services. You may not interfere with or disrupt servers or networks connected to any Services.
- vii. You may not use the Services for any military purpose, including cyberwarfare, weapons development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

You must be 18 or older to purchase our Software and Services.

- g. **Activating Your Service.** If you choose from within the Software or Services to access or use other Norton or LifeLock Software or Services, or if your Software license or Services purchase entitles you to additional Software and Services, you understand and agree to the most current version of the Norton or LifeLock Service Terms.

4. **Trials.** We may offer Services on a no-charge trial basis ("Trial") for a period of time specified at Our discretion. If we offer you a Trial, the specific terms of your Trial will be provided at signup and/or in the promotional materials describing the Trial and your use of the Trial is subject to your compliance with such specific terms. Except as may otherwise be provided in the specific terms for the Trial offer, Trials are only available to users who have not previously subscribed to the Services in connection with which the Trial is being offered. We reserve the right to modify or terminate Trials at any time, without notice and in our sole discretion. Unless you cancel before the expiration of your Trial, if the offer included it, then your subscription will automatically renew at the then- applicable price published by us.

5. **Payment; Your Subscription Terms.** If you purchase a subscription to the Services either from NortonLifeLock or from a third-party channel partner authorized by NortonLifeLock, then these payment terms apply to your purchase.

- a. **Term; Introductory or Special Offers.** After an introductory or special offer expires, your subscription will automatically renew at the then applicable price until cancelled by you. Our pricing, including any renewal price, is subject to change, but we will notify you in advance.
- b. **Automatic Renewal of Your Service Subscription.** If you purchase a subscription to the Services, you will be charged the subscription fee at the applicable then-current prices as published by us (plus any applicable taxes) (collectively, the "**Subscription Fee**"). If you purchase from us, we (or our third-party payment processor) will store your payment information and automatically charge you on your subscription renewal date, until you cancel or we terminate your access to or use of the Services in accordance with this LSA. At any time after your purchase, you may change your subscription settings, including cancelling your automatic renewal, [y](#) logging in to your account. By agreeing to this LSA and electing to purchase a Service subscription, you acknowledge that your subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your subscription by you or NortonLifeLock. NortonLifeLock reserves the right to change the prices for any Services at any time. Any price change will take effect at the next subscription renewal date and we will notify you in advance.

Despite our efforts, occasionally an error or inaccuracy in the price or description of a Service offering may inadvertently occur on the Site. In such case, NortonLifeLock will contact you for instructions before confirmation of your subscription and you have the option to (i) cancel your subscription at no cost, or (ii) proceed with your subscription based on the revised information.

- c. **Subscription Period.** The term of your subscription (the "**Subscription Period**") will be as stated in your purchase or renewal confirmation receipt or email (e.g. the purchase or confirmation email that you will receive from us upon purchase of your subscription to our Services).
- d. **Your Credit Card Information; Subscription Purchase Acceptance.** We reserve the right to verify credit/debit card payments prior to completing your subscription purchase. We also reserve the right to (i) obtain and continue using updated credit card account information electronically, when applicable, from the card brands, (ii) retry failed payments to complete transactions, including but not limited to, retrying failed cards with extended expiration dates and, (iii) change or amend authorized third parties to assist with payment processing. You further acknowledge and agree that, subject to our then-current Customer authentication procedures, another adult Customer enrolled on your account may authorize changes to the

account, including without limitation changes to the form of payment, or to the Services, including termination of your subscription or changes that may result in additional charges. In all cases, you are personally responsible for any applicable state, federal, or other taxes that may be associated with your purchase of the Services. We also reserve the right to collect any sales taxes applicable to your purchase of the service.

- e. You agree that your transaction is complete when we send You a confirmation via email.
 - i. **How to Cancel.** Please refer to the [SurfEasy Cancellation and Refund Policy](#) for information on how to cancel and to obtain a refund, if applicable. Independently of any statutory rights like withdrawal rights, certain Services may include a money-back guarantee, if you are not satisfied for any reason. **Canceling if You Subscribed Through a Third Party.** If you have purchased a subscription through a third party (such as an authorized reseller), and you wish to cancel, you must do so directly with that third party, following that third party's instructions. We will only terminate your subscription upon notice to us provided by such third party. If you have subscribed through a third party, you may not be entitled to any refund of fees by us; we shall have no obligation to, and shall not, refund any fees paid by you to a third party.
 - f. **Beta Features.** From time to time, NortonLifeLock may, at its sole discretion, include new and/or updated beta features ("**Beta Features**") in the Services for your use and which permit you to provide feedback. Your use of Beta Features may be subject to the payment of fees. You understand and agree that your use of the Beta Features is voluntary and NortonLifeLock is not obligated to provide you with any Beta Features. Without limiting any other provision of this LSA, the Beta Features are provided on an "as is" basis and you acknowledge and agree that all use of the Beta Features is at your sole risk.

6. Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (1) THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND (2) NORTONLIFELOCK EXPRESSLY DISCLAIMS ALL REPRESENTATIONS 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 MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NORTONLIFELOCK 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 OR INFORMATION OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; OR (VI) IN RELATION TO THE PAYMENT OF ANY REFUNDS, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. IN ADDITION, NORTONLIFELOCK MAKES NO REPRESENTATION OR WARRANTY ABOUT ANY THIRD-PARTY PRODUCTS.

7. Limitation of Liability. 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 NORTONLIFELOCK OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS, LOST DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS LSA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NORTONLIFELOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO CASE SHALL NORTONLIFELOCK'S OR ITS LICENSORS' TOTAL LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS LSA EXCEED THE AMOUNTS THAT YOU PAID OR ARE PAYABLE BY YOU TO NORTONLIFELOCK FOR THE APPLICABLE SERVICES FOR THE APPLICABLE SUBSCRIPTION PERIOD, OR ONE HUNDRED DOLLARS (US\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO NORTONLIFELOCK, AS APPLICABLE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE NORTONLIFELOCK AND YOU.

YOU MAY HAVE CERTAIN RIGHTS UNDER APPLICABLE LAWS IN YOUR JURISDICTION. NOTHING IN THIS LSA IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY APPLY.

- 8. Content Updates.** Certain Services uses content that is updated from time to time, such as virus definitions; spyware definitions; antispam rules; URL lists; firewall rules; vulnerability data, and updated lists of authenticated web pages; these updates are collectively referred to as "Content Updates." You will have access to applicable Content Updates for the Services during your subscription.
- 9. Proprietary Rights.** As between NortonLifeLock and you, NortonLifeLock owns and retains all right, title and interest in and to the Services, (including the Software), including all Intellectual Property Rights. For purposes of this LSA, "**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, moral rights, know-how, data and database rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 10. Third Party Features or Content.** The Services may include third-party features and functions or may allow you to access content on a third-party website. Such features, functions or content may be subject to third-party terms of service and privacy policies. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.
- 11. Feedback and Reviews.** If you submit to NortonLifeLock feedback and/or reviews, suggestions, comments, or ideas relating to the Services ("**Submissions**"), you are granting to the maximum extent permitted by applicable law NortonLifeLock and its affiliated companies permission to use, reproduce, copy and translate your Submission on a worldwide basis, for the term of protection of the Submissions by IP rights in any form and on any media whatsoever without any restriction in any manner in which NortonLifeLock sees fit. No compensation will be paid with respect to the use of your Submission. NortonLifeLock is under no obligation to post or use any Submission you may provide and NortonLifeLock may remove any Submission at any time in its sole discretion. By providing a Submission to NortonLifeLock, you represent and warrant that you own or otherwise control all of the rights to your Submission that are necessary for you to provide it, including Intellectual Property Rights. You agree that: (i) all content of your Submissions must be accurate; (ii) you will not provide a Submission that is known by you to be false, inaccurate or misleading and/or may be reasonably considered to be defamatory, libelous, hateful, offensive, unlawfully threatening or unlawfully harassing to anyone; (iii) you will not provide a Submission that infringes a third party's Intellectual Property Rights or other proprietary rights or rights of publicity or privacy; (iv) you will not provide a Submission that violates any applicable law, statute, ordinance or regulation; (v) you will not provide a Submission for which you were compensated or granted any consideration by any third party; (vi) you shall not provide any Submission that includes information that references other websites, addresses, email addresses, contact information, phone numbers, or other personally identifiable information for anyone; and (vii) you will not provide a Submission that contains any potentially damaging computer programs or files.
- 12. Changes to the Services.** We may change or discontinue the Services, in whole or in part, at any time, with or without notice to you. We also reserve the right to define eligibility criteria for the Services and make changes to those criteria at any time.
- 13. Use of Services Over a Network.** You may use Services over a network provided that your subscription permits you to access or use the Services on more than one computer or device and provided each computer or device accessing or using the Services is from a single household.

- 14. Export Restrictions.** You acknowledge the Services and related technical data (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 export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws and will not export, re-export, import or otherwise make available 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, directly or indirectly. USE OR FACILITATION OF NORTONLIFELock SOFTWARE 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.
- 15. Indemnification.** Subject to applicable laws in your jurisdiction, You will indemnify and hold harmless NortonLifeLock and its affiliates (and their respective officers, directors, employees and agents) from any claims, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of your breach of this LSA, or your violation of any law or regulation, or of the rights of any third party, in connection with your access to or use of the Services.
- 16. Termination.** We may terminate your access to and use of the Services for any or no reason, or if you breach any material terms of this LSA, including if we are unable to charge your chosen payment method. Upon termination, you must stop using the Services. NortonLifeLock may terminate any Services offered as a Free Trial at any time.
- 17. Suspension.** Without limiting the foregoing, NortonLifeLock may further suspend your account or your access to and use of the Services if NortonLifeLock reasonably suspects that you have not complied with any of the provisions of this LSA without notice.
- 18. Governing Law.** The laws of Singapore govern this LSA. You agree that the United Nations Conventions on Contracts for the International Sale of Goods (1980) is specifically excluded from and does not apply to this LSA.
- 19. Notice of Changes to the LSA.** We may update or modify the LSA from time to time, including any referenced policies and other documents, in our sole discretion. It's important that you review the LSA whenever we update them or you use the Services. If you continue to use the Services after we have posted an updated LSA it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. The only exception is for changes to Section 2 "Disputes; Mandatory Arbitration" section, for which you have followed the process in Section 2(i).
- 20. Survival of Terms.** Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: (i) Sections 2 (Disputes; Mandatory Arbitration), 6 (Disclaimer of Warranty), 7 (Limitation of Liability), 9 (Proprietary Rights), 11 (Feedback and Review), 15 (Indemnification), 18 (Governing Law), 20 (Survival of Terms), 21 (Language) and 22 (General) of this Part 2 – General Terms; (ii) Sections 3(j) and 3(s) of Part 3 – Service Specific Terms; (iii) Section 1 (We Own the Software) and Section 5 (Termination) of Part 4 – Software License Terms; and (iv) Part 5 - Country/Region Specific Terms.
- 21. Language.** The official language of this LSA is English. Any translation of this Agreement is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of this LSA shall govern. To the extent permitted by applicable law, in the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.
- 22. General.** You may not assign any rights hereunder, nor may any such rights be assigned by You by operation of law or otherwise, in whole or in part, without our prior written permission. Any purported assignment without such permission shall be void. NortonLifeLock may freely assign or transfer this LSA without restriction. Subject to the foregoing, this LSA will bind and inure to the benefit of the parties, their successors and permitted assigns. NortonLifeLock's failure to enforce any terms of this LSA is not a waiver of such term or right. Any waiver of our rights must be in writing, signed by NortonLifeLock, and any such waiver shall not operate as a waiver of any future breach. The LSA documents the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Except for any of the provisions of Section 2(h) ("Class Action Waiver") of this LSA, if an arbitrator or court of competent jurisdiction decides that any provision of this LSA is invalid or unenforceable, the other provisions of this LSA shall still apply. Except as expressly set forth in this LSA, the exercise by either party of any of its remedies under this LSA will be without prejudice to its other remedies under this LSA or otherwise. Any notices or other communications provided by NortonLifeLock under this LSA will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. This LSA is solely and exclusively between you and NortonLifeLock and you acknowledge and agree that (i) no third party, including a third-party channel partner of NortonLifeLock or any of its affiliates is a party to this LSA, and (ii) no third party, including any third-party channel partner of NortonLifeLock or any of its affiliates has any obligations or duties to you under this LSA. Nothing in this LSA 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.
- 23. Questions?** If you have questions concerning this LSA or the Services, please visit support.surfeasy.com.

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PART 3 - SOFTWARE LICENSE TERMS

If your use of the Services requires you to download or install any software on a device (e.g. phone, computer, tablet, etc.), these Software License Terms will apply to your use of the Software.

- [We Own the Software](#)
- [License Grant](#)
- [Restrictions](#)
- [Single Device License; Only One Archival or Backup Copy Permitted](#)
- [Termination](#)
- [Preventing Software Piracy](#)
- [Apple AppStore Requirements](#)

1. **We Own the Software.** The Software (including any releases, revisions, updates or enhancements to the Software) and any documentation that accompanies or is made available in connection with Software (including any subscription or purchase information, product packaging) (the “Documentation”), is owned by Us or Our licensors. This includes all Intellectual Property Rights in and to the Software and Documentation. Any Software that We provide to you is licensed, not sold to you, and We reserve all rights to the Software not expressly granted in these Software License Terms.
2. **License Grant.** So long as you comply with the terms and conditions of the LSA, We grant to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the Software on a mobile device, computer or tablet that you own or control and to run such copy of the Software solely for purposes of accessing and using the Services where the corresponding Services are available for your own personal non-commercial use during the applicable Subscription Period.
3. **Restrictions.** You may not: (i) copy, modify or create derivative works based on the Software; (ii) distribute, transfer, sublicense, lease, lend or rent the Software to any third party; (iii) reverse engineer, decompile or disassemble the Software; or (iv) make the functionality of the Software available to third parties, except and only to the extent that applicable law expressly permits.
4. **Single Device License; Only One Archival or Backup Copy Permitted.** This LSA allows you to install only one copy of the Software for use on a single computer, mobile device or tablet, unless your subscription to the Services expressly permits you to use Software on more than one device. You may 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 only.
5. **Termination.** Upon expiration or any termination of this LSA, you must stop using and destroy all copies of the Software and the Documentation in your possession.
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Welcome	General Terms	Software License Terms	Country/Region Specific Terms
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PART 4 – COUNTRY/REGION SPECIFIC TERMS

If there's a conflict between Part 2 - General Terms and this Part 5 - Country/Region Specific Terms of the LSA, these Country/Region Specific Terms will govern and apply.

1. **Legal Effect.** This Agreement describes certain legal rights. You may have other rights under the laws of Your country. You may also have rights with respect to the party from whom You acquired the Products or Services. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.
2. **Contracting Entity.** For direct purchases from Us please see below the respective contracting entity for your region or country.

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