

LICENSE AND SERVICES AGREEMENT

Thank you for choosing SurfEasy, brought to you by NortonLifeLock!

The terms of the License and Services Agreement (“**LSA**”) govern your rights and obligations upon which you may use our Services.

The LSA is a contract between you as an individual consumer that will be utilizing our Services (referenced below as “**you**” or “**your**”) and NortonLifeLock Ireland Limited, maintaining its principal place of business at Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland, with company registration number 159355 and VAT number IE6557355A (referenced below as “**NortonLifeLock**”, “**us**”, “**we**” or “**our**”).

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 clicking “I Agree” or otherwise electronically indicating assent, 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 (ii) contact your Provider, or SurfEasy Support at support.surfeasy.com.

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 License and Services Agreement covers:

1. Definitions
2. Services Terms
3. Software License Terms
4. Legal Terms

CLAUSE 1 – DEFINITIONS

Beta Features:	means new and/or updated features still in testing mode. Those features may not yet be fully functional or finished features.
Device:	means a computer, a laptop, a smartphone or a tablet.
Documentation:	means any SurfEasy documents and information that accompanies or is made available in connection with the Service and/or the Software (including, but not limited to, any packaging or any purchase, subscription or renewal information, such as a purchase, subscription or renewal confirmation receipt or email).
Free Trial:	Service offered on a free trial basis, limited-time or not.
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.
LSA:	means this License and Services Agreement.
Provider:	means any SurfEasy authorized reseller or IT service provider.
Service:	means any SurfEasy software-as-a-service (SaaS) subscription-based offering together with any associated features or services.
Service Entitlement:	means the number and the type of Devices permitted to use the Software, as specified in the Documentation.
Service Period:	means the duration of the Service.
Software:	means any SurfEasy software, including any releases, revisions, updates or enhancements to the software.
Submissions:	means any feedback and/or reviews, suggestions, comments, or ideas relating to the Services that you submit to SurfEasy.

CLAUSE 2 – SERVICES TERMS

1. Use of the Services.
2. Service Period.
3. Service Cancellation.
4. Content Updates.
5. Third Party Features or Content.
6. Free Trials.
7. Beta Features.
8. Feedbacks and Reviews.
9. Changes to the Services.
10. Use of Services Over a Network.

1. Use of the Services.

- a. **Services Description.** The Services are Internet controlled and may include a Software to be installed on your Device, that interacts with our servers (or servers belonging to third party contractors of ours) which will allow you to create a virtual private connection. The Software on your Device connects to a service 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 Services 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 may 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, and we might not reach you for important notifications about your Services. Your account is personal and exclusively for you to manage your (or, if permitted by a Service, your household's) 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.
- 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 are responsible for all activities that occur under your account.
- d. **Software.** In order to access and use the Services, you may be required to download and install certain Software on a registered Device. Please refer to clause 3 – "Software License Terms" of the 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 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 VPN 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. **Restrictions.** With respect to the use of the Services, you may not, nor may you permit any other person to:
 - (i) 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, 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.;
 - (ii) use the Services for commercial purposes;
 - (iii) except as otherwise provided in the LSA or the Documentation, the Services may not be accessed, used, or shared with family members, non-family members, or other individuals who do not reside with you;
 - (iv) share any data or other content with any unreasonably large number of individuals, including without limitation sending blast communications to a large number of recipients or sharing content with individuals you do not know or who do not know you;
 - (v) transfer, sublicense, rent, lease and/or lend your right to use the Services;
 - (vi) provide, offer or make available the Services as part of a facility management, timesharing, service provider or service bureau arrangement;
 - (vii) 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;
 - (viii) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs;
 - (ix) assault, interfere, deny service in any way or form to any other network, computer or node through the Services;
 - (x) attempt to gain unauthorized access to any Services, or the accounts of other users, or computer systems or networks connected to the Services or bypass any measures we may use to prevent or restrict access to the Services;
 - (xi) interfere with or disrupt servers or networks connected to any Services;
 - (xii) use the Services for any military purpose, including cyberwarfare, weapons development, design, manufacture or production of missiles, nuclear, chemical or biological weapons;
 - (xiii) use the Services in any manner that is not permitted pursuant to the LSA.
- g. **Obligations.** With respect to the use of the Service, your obligations are as follows:
 - (i) Your access to the Services is for your own personal or household use only;
 - (ii) You agree to use the Services in accordance with the LSA, and all applicable laws and regulations;
 - (iii) You must comply with any technical limitations of the Services and/or Software.

2. **Service Period.** The Service Period will be as stated in the Documentation, or the applicable transaction documentation from the Provider from which you obtained the Service.
 - a. **Effective Date.** It shall begin on (a) the date of your initial installation of the Software or use of the Service; or (b) the date you have accepted this LSA; or (c) if you purchased the Service from the SurfEasy online store, the date you complete your purchase; or (d) if you obtained the right to use the Service from a Provider, the date determined by such Provider as applicable, whichever date occurs first.
 - b. **Term.** If you have a fixed-term subscription, then your Service will terminate automatically at the end of your Service Period. If you have an automatically renewing subscription, then unless cancelled, your Service Period will automatically renew for successive defined period at the renewal dates and continue indefinitely.
 - c. **Automatic Renewal.** Your access to the Service may renew automatically, if you subscribed to an automatically renewing subscription.
3. **Service Cancellation.** Please review 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. However, if you obtained the right to use the Service through a Provider, and you wish to cancel, you must do so directly with that Provider following that Provider's instructions. In such instance, you may not be entitled to any refund by us of any fee paid by you to a Provider.
4. **Content Updates.** Certain Services use 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." In such case, you will have access to applicable Content Updates for the Services during your Service Period.
5. **Third Party Features or Content.** The Services may include third-party features and functionalities or may allow you to access content on a third-party website. Such features, functionalities 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.
6. **Free Trials.** If we offer a Free Trial, the specific terms applicable to your Free Trial will be provided at signup and/or in the promotional materials describing the Free Trial. Your use of the Free Trial is subject to your compliance with such specific terms.
7. **Beta Features.** We may, at our sole discretion, include 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 we are not obligated to provide you with any Beta Features.
8. **Feedbacks and Reviews.** For any Submissions, you are granting to the maximum extent permitted by applicable law us and our affiliates permission to use, reproduce, copy and translate your Submission on a worldwide basis, for the term of protection of the Submissions by Intellectual Property Rights in any form and on any media whatsoever without any restriction in any manner in which we see fit. No compensation will be paid with respect to the use of your Submission. We are under no obligation to post or use any Submission you may provide and we may remove any Submission at any time in particular if it breaches any terms contained herein. By providing a Submission, you represent and warrant that you own or otherwise control all 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.
9. **Changes to the Services.** We may change the Services or discontinue the Services, in whole or in part, at any time, with or without notice to you in a manner reasonably acceptable. We will notify you of modifications of the Services via email notice to the most recent email address we hold for you. You will be deemed to have accepted the modified Services, unless you object to the changes within fourteen (14) days from that notification, provided that we will make you aware of this consequence of a lack of objection in the notification. We reserve the right to terminate this LSA with a fourteen (14) days' notice period (or less) in case you have objected to the modification of the Services and provided that we are unable to provide unmodified Services to you. We also reserve the right to define eligibility criteria for the Services and make changes to those criteria at any time.
10. **Use of Services Over a Network.** You may use Services over a network provided that your Service Entitlement permits you to access or use the Services on more than one Device and provided each Device accessing or using the Services is from a single household.

CLAUSE 3 – SOFTWARE LICENSE TERMS

If your use of the Service requires you to download, install, access or use Software on a Device, these Software License Terms will also apply to your use of the Service.

1. **We Own the Software.**
2. **License Grant.**
3. **Restrictions.**
4. **Single Device License; Only One Archival or Backup Copy Permitted.**
5. **Software Installation.**
6. **Automatic Content Updates.**
7. **Preventing Software Piracy**
8. **Apple Requirements.**
9. **Termination**

1. **We Own the Software.** The Software and any Documentation are owned by us or our licensors and are protected by copyright laws. 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 and Documentation not expressly granted in the LSA.
2. **License Grant.** So long as you comply with the terms and conditions of the LSA, we grant you a non-exclusive non-transferable term-limited license to download and install a copy of the Software on the Device that you own or control as specified in your Service Entitlement or the applicable transaction documentation from the Provider from which you obtained the Service, and to run such copy of the Software solely for purposes of accessing and using the Services for your own personal non-commercial use during the Service Period.
3. **Restrictions.** You may not, nor may you permit any other person to:
 - (i) copy (other than for backup or archival purpose as permitted below), modify, or create derivative works based on the Software;
 - (ii) distribute, transfer, sublicense, lease, lend or rent your right to use the Software to any third party;
 - (iii) reverse engineer, decompile or disassemble the Software, or make any make any attempt to discover the source code, except and only to the extent that applicable law expressly permits;
 - (iv) make the functionality of the Software available to third parties;
 - (v) use the Software in any manner that is not permitted pursuant to the LSA.
4. **Single Device License; Only One Archival or Backup Copy Permitted.** The LSA allows you to install only one copy of the Software for use on a single Device, unless your Service Entitlement or the applicable transaction documentation from the Provider from which you obtained the Service expressly permits you to use the 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. **Software Installation.** During the installation process, the Software may uninstall or disable other similar security products/services, or features of such products/services, if such products/services or features are incompatible with the Software or for purposes of improving the overall functionality of the Software.
6. **Automatic Content Updates.** 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 we, from time to time, may make such features and versions available during your Service Period. 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 us in our sole discretion. You agree to receive and permit us to deliver such new updates and versions to your Device.
7. **Preventing Software Piracy.** There may be technological measures in the Software that are designed to prevent unlicensed or illegal use of the Software. You agree that we may use these measures to protect us against Software piracy (e.g. the 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). The Software containing such technological measures may require activation. If so, the Software will only operate for a finite period prior to Software activation by you. During activation, you may be required to provide a 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 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. If you are not able to activate the Software during the activation process, you may contact SurfEasy Support using the information provided during activation, or your Provider if you obtained the Service from your Provider.
8. **Apple App Store Requirements.** This clause applies to any Software that you acquire from the Apple App Store or use on an iOS device as an App. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple may refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software. Apple is not responsible for addressing any claims by you or any third party relating to the Software or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Software infringe that third party's Intellectual Property Rights. Apple and its subsidiaries are third-party beneficiaries of this LSA, and upon your acceptance of the LSA, Apple will have the right (and will be deemed to have accepted the right) to enforce this LSA against you as a third-party beneficiary thereof. You represent and warrant that (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Software.
9. **Termination.** The Software may automatically deactivate and become non-operational at the end of the Service Period, and you will not be entitled to receive any feature or content updates to the software unless the Service Period is renewed. Upon expiration or any termination of the LSA, you must stop using and destroy all copies of the Software and the Documentation in your possession.

CLAUSE 4 – LEGAL TERMS

1. Disclaimer of Warranty.
2. Limitation of Liability.
3. Proprietary Rights.
4. Export Restrictions.
5. Privacy.
6. Termination.
7. Suspension.
8. Governing Law.
9. Disputes.
10. Notices of Changes.
11. Severability.
12. General.
13. Contact.

1. **Disclaimer of Warranty.** We make no representation or warranty about any third-party products or services.
2. **Limitation of Liability.**
 - a. Nothing in this LSA excludes or limits our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
 - b. If we fail to comply with this LSA, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this LSA or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this LSA. Nothing in this LSA affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.
 - c. To the maximum extent permitted by applicable law, in no case shall we or our 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 us for the applicable Service Period, or one hundred pounds (£100), if you have not had any payment obligations to us, as applicable.
 - d. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between us and you.
3. **Proprietary Rights.** As between us and you, we own and retain all right, title and interest in and to the Services (including the Software), including all Intellectual Property Rights.
4. **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 U.S. trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with U.S. 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 our 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 of massive destruction is prohibited, in accordance with U.S. law.
5. **Privacy.** Your privacy is important to us. The [NortonLifeLock Global Privacy Statement](#) describes how we collect, use and process the data from you and your devices when you are using and accessing our Services.
6. **Termination.** We may terminate your access to and use of the Services if you breach any of the material terms of this LSA. Upon termination, you must stop using the Services and destroy all copies of the Software and Documentation. Your and our statutory right to terminate for cause remains unaffected.
7. **Suspension.** Without limiting the foregoing, we may suspend your account or your access to and use of the Services if we reasonably suspect that you have not complied with any of the provisions of this LSA, with notice as reasonably required.
8. **Governing Law. Competent Jurisdiction.** The LSA is governed by the laws of England and Wales and we both agree to the jurisdiction of the courts of England. Notwithstanding the foregoing, nothing in the LSA will derogate from any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction. If a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution by contacting SurfEasy Support.
9. **Disputes.** Most disagreements can be resolved informally and efficiently by contacting SurfEasy Support. We are neither obliged to nor do we participate in dispute resolution before a consumer arbitration body. If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only.
10. **Notice of Changes.** We may update or modify the LSA from time to time, including any referenced policies and other documents, in our sole discretion including, by way of example only, due to a change to applicable law or to ensure better functionality of the Services, provided that the overall structure of the Services as a whole will not be changed to your disadvantage. We will notify you of modifications of the LSA via email notice to the most recent email address we hold for you. You will be deemed to have accepted the modified LSA, unless you object to the changes within fourteen (14) days from that notification, provided that we will make you aware of this consequence of a lack of objection in the notification. We reserve the right to terminate this LSA with a fourteen (14) days' notice period (or less) in case you have objected to the modification of the LSA and provided that we are unable to provide Services to you based on the unmodified LSA.
11. **Severability.** If a court of competent jurisdiction decides that any part of this LSA is invalid or unenforceable, the rest of the LSA shall still apply and remain fully enforceable.
12. **General.** Our failure to enforce any terms of the LSA is not a waiver of such term or right. Any waiver of our rights must be in writing, signed by us, and any such waiver shall not operate as a waiver of any future breach. Except as expressly set forth in this LSA, the exercise by either party of any of its remedies under this LSA shall not affect its other remedies under this LSA or otherwise. Any notices or other communications provided by us under this LSA will be given: (i) via email; or (ii) by posting online; or (iii) by posting to the Services. This LSA is solely and exclusively between you and us and you acknowledge and agree that (i) no third party, including a third-party channel partner of ours or any of its affiliates is a party to this LSA, and (ii) no third party, including any third-party channel partner of ours 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.
13. **Contact.** If you have questions concerning this LSA or the Services, please visit support.surfeasy.com.