

Norton Identity Safe Password Generator  
Terms and Conditions  
Last Updated: 08/08/2014

Norton Identity Safe Password Generator (the “Services”) and its associated websites (collectively, the “Site”) are provided by Symantec Corporation if you are located in Americas, Symantec Limited, if you are located in Europe, the Middle East or Africa and Symantec Asia Pacific Pte Ltd., if you are located in Asia Pacific rim (“Symantec”, “us”, “our” or “we”). The following terms and conditions (“Terms and Conditions”) govern your use of the Services and Site. By using the Services or Site, you agree to these Terms and Conditions, as well as the Symantec website legal notices found at <http://www.symantec.com/about/profile/policies/legal.jsp> (collectively, the “Terms”). If you do not agree to these Terms, do not use the Services or Site. These Terms only apply to your use of the Services and Site, except where expressly stated otherwise. Other websites operated by Symantec may have their own terms and conditions.

The Service is a password generating service that helps to create passwords for you based on certain characteristics inputted by you.

Symantec’s online privacy policy can be found at <http://www.symantec.com/about/profile/policies/privacy.jsp>. We encourage you to refer to this privacy policy to understand what kind of information Symantec may collect and disclose from its users.

**1. UPDATES.** These Terms may be updated, deleted, or modified by Symantec from time to time, at its sole discretion, without prior notice. In the event Symantec changes these Terms, Symantec may notify you about these changes by posting updated notices or otherwise. The notice will give you the opportunity to discontinue using the Services and the Site. Please note that your continued use of the Services and the Site after Symantec provides such notice will constitute your acceptance of such changes.

**2. LEGAL COMPLIANCE.** You may not use the Services and Site in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws, restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of Symantec in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the services of Symantec outside the U.S. Neither the Services nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (i) into Cuba, Iraq, Iran, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**3. ACCEPTABLE USE AND CONDUCT.** Unless otherwise expressly specified, the Services and Site are solely for your personal and non-commercial use, and are provided solely for you to generate a password for your personal and non-commercial use (the “Purpose”). Subject to the prior sentence, you may not modify, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any information, obtained from the Services or Site. You agree not to use the Services or Site for any purpose that is unlawful or prohibited by these Terms. You may not access or use the Services or Site in any manner that could damage, disable, overburden, or impair any Symantec accounts, computer systems or networks. You may not attempt to gain

unauthorized access to any parts of the Services or Site or any Symantec accounts, computer systems or networks. You may not interfere or attempt to interfere with the proper working of the Services or Site or any Symantec accounts, computer systems or networks. You may not use any robot, spider, scraper or other automated means to access the Services, Site or any Symantec accounts, computer systems or networks without Symantec's express written permission. You are solely responsible for the security of any password generated as part of the Services and Site and provided to you via the Services and Site. Symantec reserves the right to investigate and take appropriate legal or other appropriate action without further notice against anyone who violates these Terms, which may include, without limitation, the blocking of access to the Services or Site.

**4. SYMANTEC INTELLECTUAL PROPERTY.** The Services and Site contain valuable intellectual property of Symantec. You may use such intellectual property solely for the Purpose described herein. However, you receive no other licenses or rights, whether express or implied, in any Symantec intellectual property that you may access through the Services and Site. Symantec, the Symantec Logo, Norton, the Norton Logo, and other related graphics, logos, service marks, and trade names used on the Site are the trademarks of Symantec and may not be used without express written permission. Other identifiers that may appear on the Site may be the property of their respective owners.

**5. TERM AND TERMINATION.** You acknowledge and agree Symantec may modify, alter, suspend, or discontinue any or all of the Services or Site at any time in its sole discretion. Symantec may also suspend or terminate your access to the Services or Site for any reason, including, but not limited to, your failure to comply with these Terms, without any notice to you. Sections 1 (Updates), 4 (Symantec Intellectual Property), 5 (Term and Termination), 6 (Indemnity), 8 (Warranty Disclaimer), 9 (Limitation of Liability), and 10 (General Information) shall survive termination.

**6. INDEMNITY.** You agree to indemnify, defend, and hold harmless Symantec, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, from and against any claim, demand, loss, damages, expenses or other liabilities, including reasonable attorneys' fees, arising out of or relating to (a) your misuse of the Services or Site; (b) your violation of these Terms; or (c) your violation of any rights, including without limitation, the intellectual property rights, of a third party.

**7. TECHNICAL SUPPORT.** You acknowledge and agree that Symantec is not obligated to provide technical support or maintenances for the Services or Site.

**8. WARRANTY DISCLAIMER.** THE SERVICES AND SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC AND ITS LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SYMANTEC MAKES NO WARRANTY THAT (i) THE SERVICES OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (ii) ANY PASSWORD PROVIDED FROM USE OF THE SERVICES OR SITE WILL BE ACCURATE OR RELIABLE; (iii) ANY PASSWORD PROVIDED FROM USE OF THE SERVICES WILL NOT BE HACKED, STOLEN OR OTHERWISE VULNERABLE TO ANY OTHER TYPE OF CONFISCATION; OR (iv) ANY ERRORS IN THE SERVICES OR SITE WILL BE CORRECTED.

**9. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES AND THE SITE, EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL

SYMANTEC'S OR ITS LICENSORS' LIABILITY EXCEED TEN U.S. DOLLARS (U.S. \$10.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**10. GENERAL INFORMATION.** These Terms shall be governed by the laws of the State of California without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction. In connection with any claims, dispute, controversies, or proceeding arising from or relating to the Services or Site, you agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the Northern District of California. You and Symantec agree to submit to the jurisdiction of, and you hereby consent to the exercise of jurisdiction over, you by such courts in any such legal action or proceeding. Those who access the Services and Site do so on their own initiative and are responsible for compliance with all applicable laws. These Terms constitute the entire agreement between you and Symantec governing your use of the Services and Site, superseding any prior agreements, whether written or oral, between you and Symantec regarding the subject matter hereof. You may be subject to additional and separate terms and conditions that apply when you use or purchase other Symantec products, services, or affiliate services, or third-party content or software. The failure of Symantec to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event, the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or Site or these Terms must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

**CPS / PASSWORD GENERATOR 1.0/ USE**