

**TERMS OF SERVICE AND END USER LICENSE AGREEMENT
NORTON PRIVACY MANAGER (UNITED STATES & CANADA)**

(EFFECTIVE: DECEMBER 15, 2018)

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE (THE "AGREEMENT") CAREFULLY BEFORE USING THE NORTON PRIVACY MANAGER (UNITED STATES & CANADA ONLY) SOFTWARE (THE "APP" OR THE "SOFTWARE") AND SERVICES (COLLECTIVELY, THE "SERVICE"). SYMANTEC CORPORATION ("SYMANTEC") IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SERVICE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ALSO APPLY TO ANY UPDATES AND SUPPORT SERVICES FOR THE SOFTWARE OR SERVICES PROVIDED BY SYMANTEC, UNLESS OTHER TERMS ACCOMPANY THOSE ITEMS. IF SO, THOSE TERMS APPLY. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY CHECKING THE BOX THAT YOU AGREE TO THE TERMS OR BY CLICKING THE "I AGREE" OR "YES" BUTTON OR USING THE SERVICE OR INSTALLING THE SOFTWARE, 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 AND DO NOT USE THE SERVICE OR INSTALL THE SOFTWARE, AND CONTACT YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 17 OF THIS LICENSE AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE AMOUNT YOU PAID FOR THE CURRENT SERVICE PERIOD (DEFINED BELOW) (LESS SHIPPING, HANDLING, AND ANY APPLICABLE TAXES EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING, AND TAXES ARE REFUNDABLE) AT ANY TIME DURING THE SIXTY (60) DAY PERIOD FOLLOWING THE DATE OF PURCHASE OF AN ANNUAL SUBSCRIPTION OR WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF PURCHASE OF A MONTHLY SUBSCRIPTION.

1. Service Period

You will have certain rights to use the Software and access the Service during the Service Period. The "Service Period" shall begin on installation of the Software, and shall continue until Symantec terminates the Service Period, which it may do at any time, at its sole discretion, or until your subscription expires or is canceled by You. Your use of the Service does not create any right, title, or license to use of the Service beyond the Service Period.

2. License

(a) Symantec hereby grants You a nonexclusive, nontransferable license during the Service Period to access and use the Service, and any related client Software provided by Symantec, solely in accordance with the terms and conditions of this Agreement. You may use the Service and Software on Your Devices in accordance with the Service documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Service.

(b) The client Software and access to the Service is licensed, not sold. Symantec and its third-party licensors shall retain all right, title and interest in the Software and Service, including without limitation all intellectual property rights embodied therein. In addition, all materials included with the Software and Service, including all trademarks, service marks, and trade names are the property of Symantec and its third-party licensors. You do not acquire any rights, express or implied, in the Software and Service, other than those specified in this Agreement.

(c) To the extent permissible by applicable law, You may not, nor may You permit any other person or entity to:

- sublicense, redistribute or lease any portion of the Service;

- reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Software or Service;
- copy, reproduce, capture, store, retransmit, distribute, or burn to CD (or any other format) any copyrighted content that You access or receive while using the Software or Service. You assume all risk and liability for any such prohibited use of copyrighted material;
- delete the copyright or other proprietary rights on the Software or Service;
- use the Service or Software for any commercial use, it being understood that the Software and Service is for personal, non-commercial use only;
- use the Software or Service if You are under the age of 18 years old;
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Software or Service, features that prevent or restrict use or copying of the Software, or features that enforce limitations on the use of the Service;
- to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or Software or any part thereof; or
- modify, adapt, translate or create derivative works based upon the Software or Service or any part thereof.

3. Norton Account

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

(b) You agree to provide Symantec with accurate and truthful registration information, including, but not limited to, Your name, address, telephone number, and email address to keep Your registration information current during the Service Period as defined above.

4. Acceptable Use

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

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

You further agree that You will not use the Service:

- in violation of any applicable laws or regulations, or to promote the violation of any applicable laws or regulations;

- to upload, post, or otherwise transmit any content which is obscene, indecent, or pornographic, or which is otherwise objectionable;
- in a fraudulent or deceptive manner;
- to upload, post, or otherwise transmit content which You do not have a right to or which would otherwise infringe the intellectual property rights of any party;
- in a manner that infringes or violates any rights of privacy, intellectual property, confidentiality or contracts of others;
- in a manner which violates or contravenes any acceptable use or other policy or terms and conditions which may apply to Your use of any computer system, network or website;
- to defame, abuse, harass, stalk, threaten or to violate the legal rights of others or take any action invasive of the privacy rights of others;
- to upload, post, or otherwise transmit any content that contains viruses or other harmful computer code or files such as Trojan horse, worms, time bombs, etc.;
- to upload, post, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation;
- to attempt to gain unauthorized access to the Service, the accounts of other Service users, or computer systems or networks connected to the Service; or to otherwise interfere with or disrupt the Service or servers or networks connected to the Service;
- to call numbers (whether individually, sequentially or automatically) to generate income for Yourself or others by placing the call, other than for Your individual business communications;
- to create Sudo Virtual Identities with email addresses to generate income for Yourself or others by placing the email addresses on email distribution lists; or
- to create Sudo Virtual Identities with telephone numbers to generate income or credits for Yourself or others as a result of placing these telephone numbers on distribution lists or for referral in other applications.

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

5. Service Description

Depending on Your subscription or enrollment level, the Services may include some or all the following features: Sudo Virtual Identities, Private Browser, Anonymous Search Engine, Virtual Private Network (“VPN”), Ad and Tracker Blocker and Private Communications. All or portions of the Service provided hereunder may be provided by a third-party provider, including but not limited to, the Software and network infrastructure. All or portions of the Services provided hereunder may be provided by a third-party provider, including but not limited to, the App and network infrastructure.

5.1 Sudo Virtual Identities

The Service allows You to create one or more Sudo Virtual Identities to assist You in controlling how much personal information You digitally share with third parties. The Service is Internet controlled and includes the Software, which must be installed, as applicable, on Your computer,

mobile or mobile computing devices (each, a “Device”) that interacts with Symantec servers (or servers belonging to third-party contractors of Symantec). The client Software on Your Device connects to a server network infrastructure deployed on the Internet and operated as a managed service by Symantec and third-party service providers.

If You enrolled in a free version of Norton Privacy Manager, the Service includes up to three (3) Sudo Virtual Identities. If You enrolled in an applicable free-trial offer, or if You are a subscriber of a premium version of Norton Privacy Manager, the Service includes up to ten (10) Sudo Virtual Identities.

5.2 Private Browser

The Service includes an embedded private web browser (the “Private Browser”). Your browsing history is stored locally on your device or computer unless the “Do Not Store History” setting is enabled within the Software settings. When this setting is on, no history is stored. Private browsing is only enabled while using the Private Browser within the Software; Norton Privacy Manager does not provide private browsing functionality if You use third-party browsers (e.g., Chrome, Safari, Firefox, etc.).

5.3 Anonymous Search Engine

The Private Browser utilizes a privacy-oriented search engine, StartPage (www.startpage.com), which does not track Your browsing activity. For maximum browsing privacy, the Private Browser should be used in conjunction with StartPage as the default search engine. Your use of StartPage is subject its Privacy Policy which can be viewed [here](#). The default search engine can be changed within the Software settings; however, third-party search engine sites may track Your browsing activity even while using the Private Browser, so you should review their respective privacy policies to learn about their data collection and use practices.

5.4 VPN¹

The mobile version of the App includes a VPN feature that allows You to connect to the Internet securely and privately. When the App is running in the foreground, and the VPN feature is turned on in the Software settings, data is encrypted and rerouted through different servers owned by Symantec. Encryption ensures the data is not visible to Internet Service Providers and routing the data through a different server prevents websites from knowing Your location and IP address. Instead, while using the VPN feature, Your location will appear to be the location of the different server. The VPN feature only protects Your data when the App is active and running in the foreground. If you exit or close the App, the VPN feature turns off.

If You enrolled in a free version of Norton Privacy Manager, the Service includes VPN functionality for one device (i.e., the device or computer on which Norton Privacy Manager is installed). If You enrolled in an applicable free-trial offer, or if You are a subscriber of a premium version of Norton Privacy Manager, the Service includes VPN functionality for up to five (5) devices.

Symantec has a no log policy, which means Symantec does not collect or “log” Your personal data, where You go online, or what You download or search for on the Internet.

5.5 Ad and Tracker Blocker

The Service includes an Ad and Tracker Blocker that blocks advertisements from being displayed on web pages, and blocks cookies from websites that attempt to track your online activity. You can whitelist websites to allow ads to load on those pages even when Ad Blocker is enabled. Ad Blocker is configurable as part of the Software settings.

5.6 Private Communications

¹ VPN feature only available in iOS version of the App.

If You enrolled in an applicable free-trial offer, or if You are a subscriber of a premium version of Norton Privacy Manager, the Service allows You to communicate securely and privately with other Norton Privacy Manager users via encrypted App-to-App voice calls, email and text messages.²

Depending on Your subscription, the Service may include up to two (2) virtual phone numbers for secure App-to-App³ voice calls, unlimited⁴ App-to-App voice calls and text messaging, and up to 300 minutes of voice calls and 500 text messages for Out-of-App calling and text messaging.⁵ App-to-App calls are limited to the United States and Canada; maximum voice call duration is two (2) hours per call.

The Service allows You to create multiple private @norton.me email accounts that may be linked to Your Sudo Virtual Identities. If You enrolled in a free version of Norton Privacy Manager, the Service includes up to 1GB of email storage; if You enrolled in an applicable free-trial offer, or if You are a subscriber of a premium version of Norton Privacy Manager, the Service includes up to 15GB of email storage. App-to-App email exchanges are encrypted end-to-end; Out-of-App emails are not encrypted end-to-end.

You understand and agree that our Services issue, at Your request, an email address and/or a phone number (each, a "Communication Line") for each Sudo Virtual Identity. You agree that You are not the owner of any Communication Line or any other number assigned to You by the Services.

COMMUNICATIONS ARE ONLY ENCRYPTED END-TO-END IF YOU ARE COMMUNICATING WITH ANOTHER NORTON PRIVACY MANAGER USER.

THE SERVICE DOES NOT PERMIT 911 CALLS. DO NOT USE THE SERVICE TO CALL 911 OR OTHER EMERGENCY SERVICES. YOU MUST MAKE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS USING YOUR LANDLINE, MOBILE OR CELL PHONE AND CANNOT RELY ON THE SERVICE FOR 911 CALLING CAPABILITY.

5.7 Password Manager

The Service includes a Password Manager that allows You to organize and manage passwords for each of Your Sudo Virtual Identities. Password Manager includes auto-form filling of your virtual profile passwords and synchronizes your passwords across different computers, browsers and mobile devices. Your passwords are encrypted and stored in an encrypted cloud-based vault that only You can access.

6. Changes to Service and Terms

You shall have the right to receive new features to the Software and Service as Symantec, in its sole discretion, makes such features available during Your Service Period. Symantec continually strives to improve the usability and performance of its products and services. To optimize the Software and Service Symantec may, at its discretion: (i) add, modify or remove features of the Software and Services, or (ii) temporarily restrict the use of the Software and Services or limit its availability to perform maintenance activities, at any time with or without notice to You. Symantec may also update the terms of this Agreement and recommends that You check the terms of this Agreement on a regular basis to see if they've been updated. Your continued use of the Service will be deemed to be Your acceptance of the updated terms of this Agreement.

7. Termination and Suspension

Your right to use the Service shall terminate upon expiration of the Service Period. In addition, Symantec may, at its sole discretion, immediately suspend or terminate Your use of the Service at any time with or without notice to You if You violate, or Symantec reasonably believes that You

² Private telephone feature only available in iOS version of the App.

³ "App-to-App" communications are communications made with other Norton Privacy Manager users.

⁴ No direct caps on unlimited voice calls and text messages, however certain operational controls apply, including maximum duration per call, and character and size limits for messaging.

⁵ "Out-of-App" communications are communications made with people who are not using Norton Privacy Manager.

have violated, the terms of this Agreement, or if Your use of the Service may cause Symantec to have legal liability or disrupt others' use of the Service.

8. Privacy; Data Protection; Cooperation with Law Enforcement

In connection with Your use of the Service, Symantec may collect, retain, use and share certain information ("Collected Data"). Collected Data may include, but is not limited to, personal data about You, Your devices or systems or Your usage of the Services. Symantec's use and disclosure of personal data is further set out in Symantec's Global Privacy Statement and the Norton Privacy Notice specific to this service, both located at www.symantec.com/privacy (the "Privacy Notices"). Symantec uses and shares Collected Data to enable, optimize and provide the Services or maintenance/support to You, and as explained in the Privacy Notices. Collected Data 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 to be used in accordance with the purposes described above. For the same purposes, the Collected Data may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken the necessary legal, technical and organizational steps so that the Collected Data always receives an adequate level of protection. By installing and/or using the Software and/or Services, You acknowledge that Symantec will collect, use and share Collected Data as described in this Section and in the Privacy Notices for the purpose of fulfilling its obligations under these Terms of Service. Please note that Your use of the Services may be subject to data protection laws or regulations in certain jurisdictions. You are responsible for ensuring that Your use of the Services is in accordance with such laws or regulations. The App has an option to collect feature usage and error data, which may be used by Symantec to monitor and improve product quality. This option is enabled by default; You may change this setting within the App settings.

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

9. Copyrights

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

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

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

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

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

- i. Identify in sufficient detail the copyrighted work that You believe has been infringed upon, or - if multiple copyrighted works are covered by this Notice - You may provide a representative list of the copyrighted works that You claim have been infringed.
- ii. Identify (i) the material that You claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and (ii) provide information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown through the Service where such material may be found. You must identify each separate item of infringing material.
- iii. Provide information reasonably sufficient to permit Symantec to contact You (email address, telephone number and a mailing address).
- iv. Include both of the following statements in the body of the Notice, if they are true:
 - a. “I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
 - b. “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
- v. Provide Your full legal name and your electronic or physical signature.
- vi. Deliver this Notice, with all items completed, to Symantec’s Designated Copyright Agent:

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

BY EMAIL: copyrights@symantec.com with the words "DMCA Complaint" in the subject line.
If you fail to comply with all requirements set forth above, your DMCA notice may not be valid.

10. DISCLAIMER OF WARRANTY

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE AND SERVICE AND ANY THIRD-PARTY SOFTWARE OR SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. SYMANTEC AND ITS LICENSORS PROVIDE THE SERVICE WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. SYMANTEC AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ADVICE OR INFORMATION GIVEN BY SYMANTEC, ITS LICENSORS, AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THIS AGREEMENT OR CREATE ANY WARRANTY. SYMANTEC IS NOT RESPONSIBLE FOR DEFAACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE OF THE SERVICES BY YOU, FORCE MAJEURE EVENTS OUT OF SYMANTEC’S REASONABLE CONTROL SUCH AS (I) IMPROPER ELECTRICAL VOLTAGES OR CURRENT, (II) REPAIRS, ALTERATIONS, MODIFICATIONS BY OTHERS, (III) ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER

APPLICABLE LAW, SYMANTEC TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. SYMANTEC AND ITS LICENSORS MAKE NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

11. LIMITATION OF LIABILITY.

SOME STATES AND JURISDICTIONS INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(a) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU ASSUME TOTAL RESPONSIBILITY FOR USE AND RESULTS OF USE OF THE SERVICE. SYMANTEC AND ITS LICENSORS EXERCISE NO CONTROL OVER AND DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT OR DATA CREATED OR MADE ACCESSIBLE BY USING THE SERVICE. YOU AGREE NOT TO USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.

(b) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS OR DAMAGE, SYMANTEC, ITS LICENSORS, AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, CONSEQUENTIAL OR UNFORESEEABLE DAMAGES OF ANY KIND, OR ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OR DESTRUCTION OF CONTENT, INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE OR SOFTWARE.

(c) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL CHARGES PAID BY YOU TO SYMANTEC FOR THE AFFECTED SERVICE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. SYMANTEC'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES PAID BY YOU TO SYMANTEC UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) SYMANTEC AND ITS LICENSORS DISCLAIM ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE CHANGES TO YOUR EQUIPMENT, DEGRADE YOUR EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE YOUR EQUIPMENT OBSOLETE.

12. Indemnification

To the maximum amount permissible under applicable law, You shall pay Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents all amounts arising from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with Your use of the Service, including but not limited to liability arising out of or in connection with the content uploaded, posted or otherwise transmitted through the Service.

13. U.S. Government Restricted Rights

For United States 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.

14. Export Regulation

You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") is 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. 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.

15. Dispute Resolution:

This Section applies to U.S. consumers only and is not applicable to consumers in other countries.

Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec customer support. If You are a U.S. customer, and the dispute is not resolved through Symantec customer support, You and Symantec agree that any such dispute, claim or controversy arising out of or relating in any way to the Software and Services or this License Agreement (a "Claim"), shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, as follows:

A. Small Claims Court: You may elect to litigate your Claim in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. You agree to bring a Claim in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.

B. Arbitration: Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to this License Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that You and Symantec are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this License Agreement and/or the termination of Your Symantec product license.

a. Notice of Claim: If You elect to seek arbitration, You must first send to Symantec, by certified mail, a written Notice of Your Claim ("Notice of Claim"). The Notice of Claim to Symantec should be addressed to: General Counsel, Symantec, Inc., 350 Ellis Street, Mountain View, CA 94043 and should be prominently captioned "NOTICE OF CLAIM". The Notice of Claim should include both the mailing address and email address You would like Symantec to use to contact You. If Symantec elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to Your billing address on file. A Notice of Claim, whether sent by You or by Symantec, must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific amount of damages or other relief sought ("Demand"); and (c) whether You reject any subsequent modification of this Dispute Resolution Section (see Section 15(B)(f)).

b. Arbitration Proceedings: If You and Symantec do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, You or Symantec may commence an

arbitration proceeding (or, alternatively, file a claim in small claims court). You may download or copy a form of notice and a form to initiate arbitration at www.adr.org. The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("AAA") (collectively, the "AAA Rules"), as modified by this License Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org. The arbitrator is bound by the terms of this License Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

Unless Symantec and You agree otherwise, any arbitration hearings will take place in the county (or parish) of either Your residence or of the mailing address You provided in Your Notice of Claim. If Your claim is for U.S. \$10,000 or less, Symantec agrees that You may choose whether the arbitration will be conducted solely based on 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 how the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues You an award that is greater than the value of Symantec's last written settlement offer made before an arbitrator was selected (or if Symantec did not make a settlement offer before an arbitrator was selected), then Symantec will pay You, in addition to the award, either U.S. \$500 or 10% of the amount awarded, whichever is greater.

c. Injunctive and Declaratory Relief: Except as set forth in Section 15(B)(a), the arbitrator shall determine all issues of liability on the merits of any claim asserted by You or Symantec and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that You or Symantec prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

d. Arbitration Fees: If Your claim for damages does not exceed \$10,000, Symantec will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of Your initial filing fee, unless the arbitrator finds that either the substance of Your claim or the relief sought in Your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If Your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.

e. Class Action Waiver: **YOU AND SYMANTEC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if You have elected arbitration, unless both You and Symantec agree otherwise, the arbitrator may not consolidate more than one person's claims with Your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution Section shall be null and void.

f. Modification of Dispute Resolution Section: Notwithstanding Section 6, if Symantec changes this "Dispute Resolution" Section after the date You first accepted this License Agreement, and You have not otherwise affirmatively agreed to such changes, You may reject any such change by so stating within Your Notice of Claim. By failing to reject any changes to this Dispute Resolution Section in Your Notice of Claim, You agree to resolve any Claim between You and Symantec in accordance with the terms of the Dispute Resolution section in effect as of the date of Your Notice of Claim. Current versions of license agreements for Symantec products can be found at <http://www.symantec.com/about/profile/policies/eulas/>.

g. Severability: Except for the provisions in Section 15(B)(e) of this Agreement ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement shall still apply.

16. Entire Agreement

This Agreement and the terms for supplements, updates, Software (including any agreement that may be included with the Software provided by Symantec for use with the Service), Internet-based services and support services that You use, are the entire agreement for the Software and Services.

17. General Terms; Returns, Refunds and Cancellations

This Agreement will be governed by the laws of the State of California, United States of America. The courts of California will have non-exclusive jurisdiction over any disputes arising under the Agreement. If any provision of this License is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this License. No amendment to this License will be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver by either Symantec or You of any breach or default under this License shall be deemed to be a waiver of any other breach or default under this Agreement. Should You have any questions concerning this Agreement, or if You desire to contact Symantec for any reason, please visit the Support page at www.symantec.com/globalsites/index.jsp. For more information on obtaining refunds, please see the [Norton Return and Cancellation Policy](#).

18. Legal Effect

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Software. 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.

19. Apple Requirements.

If the Software and Services is downloaded from the App Store, You acknowledge and agree to the following additional terms applicable to such Software and Services: (a) This License Agreement is between You and Symantec only, and not with Apple, and Apple has no liability for the Software and Services and its content; (b) Your use of the Software and Services is limited to use on an Apple-branded product running the iOS operating system that You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service; (c) Apple has no obligation to furnish any maintenance and support services with respect to the Software and Services; (d) in the event of any failure of the Software and Services to conform to any applicable warranty that has not been disclaimed, (i) You may notify Apple, and Apple will refund the purchased price You paid through the App Store for the Software and Services and (ii) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the Software and Services; (e) Apple is not responsible for any claims, losses, liabilities, damages, costs or expenses relating to the Software and Services or Your possession and/or use of the Software and Services, including, but not limited to (i) product liability or warranty claims; (ii) any claim that the Software and Services fails to conform to any applicable legal requirement and (iii) consumer protection or similar claims; (f) Apple is not responsible for investigating, defending, settling or discharging any third party claims that the Software and Services or Your possession and use of the Software and Services infringes such third party's intellectual property right; (g) You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties; (h) You are responsible for complying with any applicable third-party terms of agreement when using the Software and Services; and (i) Apple and its subsidiaries are third party beneficiaries of this License Agreement; as a third party beneficiary, Apple will have the right to enforce this License Agreement against You.