

## **CUSTOMER AGREEMENT NORTON PRIVACY MANAGER**

**Please take the time to read and understand each document, which together are one agreement. The Norton Customer Agreement includes:**

- **NORTON SOFTWARE SERVICES TERMS (“Software Services Terms”)**
- **NORTON SOFTWARE LICENSE TERMS (“License Terms”)**

You are agreeing to the Norton Customer Agreement (“Customer Agreement”) by either: (1) creating a Norton™ account; (2) using or accessing our Software or Services (as defined below); (3) by clicking “I Agree” or otherwise electronically agreeing to be bound to the Customer Agreement; and/or (4) by continuing to access or use the Software and/or Services after being notified of a change to any of the terms of the Customer Agreement or other legal documents being provided to you by Symantec.

### **NORTON SOFTWARE SERVICES TERMS**

These Terms govern your use of software you may have installed or that may have come installed on a device (e.g., phone, computer, tablet, etc.), including any content, updates and new releases (collectively “Software”) and These Software Services Terms govern your use of related services for Software, such as technical support, as well as your right to access and use other Norton™ -branded, services, and other subscription-based offerings (collectively “Services”).

Your use of Software and/or Services will also be governed by Symantec’s Privacy Statement, and the relevant Product Privacy Notice(s); and any other legal notices provided to You by Symantec, all of which collectively create a legal contract that applies to your access and use of Software and/or Services you downloaded or purchased.

**FOR US CUSTOMERS, HOW DISPUTES ARE RESOLVED** - If you live in (or your principal place of business is in) the U.S., please read the binding arbitration clause and class action waiver in Section 21. It tells you how disputes are resolved under these Software Services Terms as well as all the documents provided you here.

**QUESTIONS?** If you have questions concerning this Customer Agreement, please visit the Symantec Support page at [support.norton.com](http://support.norton.com).

**FURTHER ACTION MAY BE REQUIRED.** Your purchase of a license to Software may allow you to access and use additional Services or Software (e.g. Device Security, Identity Theft Protection (“ITP”), Credit Monitoring, etc.), which may require you to set up a Norton and/or LifeLock account and further install Software and/or activate the Service.

**IMPORTANT: U.S. ONLY - BY ENTERING THE CUSTOMER AGREEMENT, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC AND ITS AFFILIATES THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 21 BELOW).**

**IF YOU DO NOT AGREE TO THIS CUSTOMER AGREEMENT, PLEASE STOP USING THE SOFTWARE AND SERVICES.**

1. **Symantec’s Rights.** Any Software that Symantec provides to you is licensed, not sold to you, and Symantec reserves all rights to the Software and Services (such as rights under intellectual property laws) not expressly granted in the License Terms or as otherwise set forth below.

**2. Responsible Anonymity.** By using the Software and Services you accept the following restrictions: You agree that You will not use the Service:

- For any illegal or fraudulent purposes, to promote the violation of any applicable laws;
- To impersonate, defame, abuse harass, stalk, threaten, harm, monitor, or to violate the legal rights or the privacy rights of others;
- To register for more than one user account or registering for a user account on behalf of an individual other than yourself;
- 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 by placing these telephone numbers on distribution lists or for referral in other applications.
- To run automated scripts to collect information or otherwise similarly interact with Norton Privacy Manager;
- 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.;
- In a way inconsistent with any acceptable use or other policy, terms or conditions that apply to your use of a computer system, network or website;
- To gain unauthorized access to the accounts of other users, or interfere with the service, servers or networks connected to the service; or
- To advocate, encourage, or assist any third party in doing any of the foregoing.

Further, you agree as follows:

- You may download or otherwise access Software or Services only for your own personal, or household use.
- You agree that the information you provide to us about yourself is true and accurate and that you are duly authorized to provide us this information on their behalf.
- Your access to the Software and Services may not be accessed, used, or shared with family members, non-family members, or other persons.
- You may not distribute or sell or permit others to publish, copy, distribute or sell Software or Services.
- You must comply with any technical limitations of the Software and Services that only allow you to use it in certain ways.
- 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 may not make more copies of the Software than specified herein or allowed under applicable law.
- You may not sublicense, rent, lease and/or lend, provide, offer or make available the Software or Services, including but not limited to, as part of a facility management, timesharing, service provider or service bureau arrangement.
- You are 18 years old or older.

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. However, if you or someone you know is being harassed or receiving inappropriate content through our Services you may contact us for us to take action. See the **Safety Support Center for Norton Privacy Manager** [here](#).

3. **Data Collection from Devices; Your Privacy and Personal Information.** Please be aware that our Software or Services will collect information from devices, machines, or computers on which you are using and accessing the Software or Services. You authorize your wireless operator to disclose your mobile number and name address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber details, if available, to Symantec and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. We will text to your mobile device a one-time verification code. (Message and data rates may apply.)
4. The Symantec Privacy Statement applies to all Norton-branded products and services included in the Software and Services. You can view Symantec's Privacy Statement on the Symantec website (<https://www.symantec.com/privacy>). You agree to the Symantec Privacy Statement, and the relevant Product Notices, including any changes to these documents that we publish. The Symantec Privacy Statement, and the Product Privacy Notices are incorporated by reference into this Customer Agreement. You agree that we may use and maintain your information according to the Symantec Privacy Statement and the Product Notices as part of the Software. This means that we may use your information to improve the Software and Services or to design promotions and to develop new products or services. The Software and Services have 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.

Symantec is a global company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

5. **Cooperation with Law Enforcement.** Subject to applicable laws, Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to Your use of the Software and Services. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.
6. **You Must Create a Norton™ Account.** You will need to register for a Norton account to access and use the Software or Services. You are responsible for maintaining the confidentiality of your applicable account password. Accounts must be created with a valid email address; disposable or temporary email addresses are unacceptable. Your Account is exclusively for you and it is not for use by distributors, service providers, resellers or any similar party for any purpose. Symantec may monitor use of your account and take action to prevent abuse. Symantec may suspend or cancel your account if:
  - you provide false information, including an invalid, disposable or temporary email address;
  - you inhibit others from using their account or attempt to gain unauthorized access to accounts of other users, systems or networks connected to the Software and Services, or the Software and Services;
  - you use an account for any illegal or unauthorized purpose, including to harass, abuse, or violate the rights of another party;
  - you sell or transfer your account credentials; or
  - you take any action in violation of this Customer Agreement.
7. **Unauthorized Access to Your Account.** You are solely responsible for ensuring you keep your user name and password safe. Do not share this information with others. In the event someone can access your account using your valid login credentials, we cannot be responsible for any loss or damage that

may result from you lost or stolen credentials. Ensure your safe online and aware of phishing and other ways bad actors attempt to steal your information.

- 8. Keep Your Email and Contact Information Current.** We will notify you of important account information and in advance of any price changes. If you don't cancel your plan prior to any automatic renewal, you will be charged at the then-current applicable price. Remember that all prices are subject to change at any time, so please review our published prices. It is your sole responsibility to ensure you email is current and accurate so we can notify you.
- 9. Use of Software and Services Over a Network.** You may use Software and Services over a network provided that your subscription, purchase, or billing information permits you to access or use Software and Services on more than one computer or device and provided each computer or device accessing or using the Software or Services is from a single household.
- 10. Your Rights Are Not Transferable.** You may not transfer any or all of your rights in the Software or Services. You may not resell or transfer your Norton Account credentials to others. Please contact Symantec Customer Service. For more information
- 11. Service Activation May Be Required.** If you choose from within the Software or Services to access or use other Norton 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 applicable Terms of Service for the additional Software and Services.
- 12. Marketing to You Other Symantec Services You May Be Interested In.** Only with your consent, You may be offered other services, products, or promotions by us. Additional terms, conditions and fees may apply.
- 13. You Agree We May Contact You.** From time to time, we may need to contact you about your account or subscription. You agree that we have your permission to do so, at our sole discretion, and in compliance with applicable law.
- 14. Feedback and Consumer Reviews.** If you submit feedback and/or content to Symantec (e.g. reviews, suggestions, comments, ideas), you agree: (i) you are at least 18 years of age and sole author and owner of the intellectual property rights thereto; (ii) all content you post or provide is accurate and all "moral rights" you may have in such content has been voluntarily waived by you; (iii) you will not submit content to us that is known by you to be false, inaccurate or misleading and/or may be reasonable considered to be defamatory, libelous, hateful, offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation; (iv) you will not submit content that infringes a third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (v) you will not submit content that violates any law, statute, ordinance or regulation; (vi) you will not submit content for which you were compensated or granted any consideration by any third party; (x) you shall not submit any content that includes information that references other websites, addresses, email addresses, contact information, phone numbers, or other personally identifiable information for yourself or others; and (xi) you will not submit content that contains any computer viruses, worms or other potentially damaging computer programs or files. We reserve the right to use your feedback, suggestions, name and likeness, ideas freely and in any way, including in future modifications of the Software or Services, other products or services, advertising or marketing materials. You grant Symantec a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback and/or content you provide in any way.
- 15. Free Trials.** Your license to use Software or Services during a free trial is valid only for the applicable trial period. You understand that upon expiration of your trial user license, you must purchase a license for the particular Software or sign up for a subscription in order to continue using or accessing Service. If you do not purchase Software or Services via license or subscription by the end of a trial period, you may lose certain content or information.

- 16. Introductory or Special Offers.** Depending on your offer, you may have an introductory or special offer. After the introductory offer expires, you will automatically renew at the then applicable price or until cancelled by you. Our pricing, including any renewal price, are subject to change, but we will notify you in advance.
- 17. Automatic Renewal.** If you don't cancel your subscription with us, we will automatically renew and charge you at the end of your subscription period. If you don't cancel your plan prior to any automatic renewal, you will be charged at the then-current applicable price as published by us. Remember that are prices all subject to change at any time, so please review our published prices.
- 18. Term, Termination, and Cancellation.** Unless cancelled and/or terminated, services will automatically continue indefinitely, and you shall pay the applicable then-current prices as published by us. We or the applicable app store where you purchased Software and Services will store your payment information and use that information to automatically renew your subscription, and you will be billed, until you cancel. You expressly agree that we can use your payment information for this purpose. We reserve the right to verify credit/debit card payments prior to acceptance of your order. 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 member authentication procedures, another adult member enrolled on your account may authorize changes to the account, including without limitation to the form of payment, or to the Services including termination of membership 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 and sales taxes applicable to your purchase of and membership to the Service.
- 19. Canceling Your Service for Any Reason.** You can cancel or terminate your subscription at any time. From time to time, we may provide you other ways to cancel, such as by de-installing our app on your mobile device). if you have transacted for services via a third party (e.g., you enrolled through your employer, or a third party), you must terminate the services directly with that third party in accordance with that third party's instructions.
- 20. Canceling if You Enrolled Through a Third Party.** If you have enrolled in or obtained your membership to the Service(s) through a third party, and you wish to cancel, you will need to notify the third party of your intent to cancel. We will only terminate your enrollment upon notice to us provided by such third party. If you are enrolled 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.
- 21. Disputes; Mandatory Arbitration.** Most disagreements can be resolved informally and efficiently by contacting our customer support.
- a. If you are a U.S. customer,** You and Symantec agree that any dispute, claim or controversy arising out of or relating in any way to the Software or Services (a "Claim") will be determined by binding arbitration or small claims court, instead of by a court of general jurisdiction.
  - b. Small Claims Court.** You can take your Claim to 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.
  - c. 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 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 these terms and/or the termination of your Symantec software license.

- d. 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 the Dispute Resolution section by Symantec.
- 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 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](http://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 Customer Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org). The arbitrator is bound by these General Terms. 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 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. 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.
- f. Injunctive and Declaratory Relief.** Except as provided in Section 21(b), 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
- g. 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.

- h. 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 Section shall be null and void.
- i. Changes.** If Symantec changes this Section after the date you first accepted this Customer 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 Section in Your Notice of Claim, you agree to resolve any Claim between you and Symantec in accordance with the terms of the Section in effect as of the date of Your Notice of Claim. Current versions of customer agreements for Symantec products can be found at <https://www.symantec.com/about/legal/repository>.

**22. Third Party Features, Code or Content.** Software or Services may include third-party features and functionalities or may access content on a third-party website. Such features, functionalities or content may be subject to such third-party terms of service and privacy policies.

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

**24. US Government Restricted Rights.** For U.S. government procurements, Software and software included in Services 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 this Customer Agreement.

**25. Indemnification.** You will indemnify and hold Symantec and its Affiliates (and their respective officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Customer Agreement, or your violation of any law or regulation, or the rights of any third party.

**26. Severability.** Except for any of the provisions of Section 21 of these Terms, if an arbitrator or court of competent jurisdiction decides that any part of these terms is invalid or unenforceable, the other parts of this Customer Agreement shall still apply.

**27. Termination.** If you violate any of the terms of the Customer Agreement or if Symantec suspects that you have failed to comply with any of the provisions of the Customer Agreement, Symantec at its sole discretion and without notice may revoke your license to the Software and preclude your

access to any Service. Upon termination you must immediately stop using the Software or applicable Services and any outstanding payments will become due. Any termination of this Customer Agreement shall not affect our rights to any payments due to us. Symantec may terminate a free account at any time. Sections 23, 29, 30, 33 and 35 will survive and remain in effect even if this Customer Agreement is terminated.

- 28. Changes to Software or Services.** We may change or discontinue the Software or 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. Except as provided in Section 21(d) above, or unless you have otherwise affirmatively agreed to such changes, by continuing to use the Software or Service(s), as applicable, after any such changes or modifications) become effective, you agree to be bound by the revised terms. If you object to such change, your sole remedy shall be to terminate and/or cancel your Software license or the Service. To optimize the Software or Services or provide new updates and releases, you agree we may download and install new updates and versions of the Software or Services on your devices or machines.
- 29. Not All Updates/Upgrades, Releases, Enhances or Features May Be Available to You.** While we continually strive to improve the usability and performance of our Software and Services, not all releases, revisions, updates, enhancements or features will be available on all platforms or with all purchases of Software licenses or Services. Your right to receive new features and versions of the Software or Services is at Symantec's sole discretion during the License Period. The License Period will be defined 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 our Software or Services). The License Period for free Software or Services is at our discretion.
- 30. Governing Law.** California law governs this Customer Agreement, without regard to its conflict of law provisions. 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 Customer Agreement.
- 31. Notice of Changes to the Customer Agreement.** We may update or modify the Customer Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to you, posting on our website, through your Norton or LifeLock account, or in the Software or service itself). If we modify the Customer Agreement during your license term or subscription term, the modified version will be effective upon your next renewal, as applicable. In this case, if you object to the updated Customer Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to no-charge software or services, accepting the updated Customer Agreement is required for you to continue using the no-charge software or service. You may be required to click through the updated Customer Agreement to show your acceptance. If you do not agree to the updated Customer Agreement after it becomes effective, you will no longer have a right to use no-charge software or services. For the avoidance of doubt, any new license or service you choose to purchase is subject to the version of the Customer Agreement in effect at the time of purchase.
- 32. General.** You may not assign any rights hereunder, nor may any such rights be assigned 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. Any waiver of our rights must be in writing, signed by Symantec, and any such waiver shall not operate as a waiver of any future breach. The Customer Agreement documents the entire agreement between the parties with respect to this subject matter and supersedes all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. Symantec's failure to enforce any terms of this Customer Agreement is not a waiver of such term or right. This Customer Agreement is solely and exclusively between you and Symantec and you acknowledge and agree that (i) no third party, including a third-party partner of Symantec or any of its Affiliates is a party to this Customer Agreement, and (ii) no third party, including any third-party partner of Symantec or any of its Affiliates has any obligations or duties to you under this Customer Agreement.



- 33. DISCLAIMER OF WARRANTY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, (1) THE SOFTWARE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND (2) SYMANTEC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS 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 EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC MAKES NO WARRANTIES THAT: (I) THE SOFTWARE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SOFTWARE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES, SUBSCRIPTIONS, PRODUCTS, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE SERVICES WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SOFTWARE SERVICES WILL BE CORRECTED; (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SOFTWARE SERVICES; OR (VII) IN RELATION TO THE PAYMENT OF THE REFUND, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. IN ADDITION, SYMANTEC DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS.
- 34. DISCLAIMER OF DAMAGES.** SOME STATES AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SERVICES EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SYMANTEC’S OR ITS LICENSORS’ LIABILITY EXCEED THE PURCHASE PRICE WHICH YOU PAID FOR THE APPLICABLE SERVICE PERIOD. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER YOU ACCEPT OR USE THE SOFTWARE SERVICES.
- 35. Technical Support Services.** Certain technical support features may be offered from within the Software and Software Services, which may include live chat with a technical support agent and/or assistance from a technical support agent via remote computer access (any such technical support offered from within the Software and Software Services shall be referred to in this Software Services Terms as “Technical Support”). If such features are offered and you choose to access such Technical Support any such Technical Support shall be provided in Symantec’s sole discretion without any guarantee or warranty of any kind other than any guarantees applicable under consumer laws in your jurisdiction which cannot be excluded or limited in any way. It is solely your responsibility to complete a backup of all your existing data, software and programs before receiving any Technical Support. While providing the Technical Support, Symantec may determine that the technical issue is beyond the scope of the Technical Support. Symantec reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.
- 36. Norton Privacy Manager App Password.** 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 only You can access them. We do not store or keep your App password so if you lose it, we cannot recover it for you. It is your sole responsibility to remember and keep your App password.

## SYMANTEC SOFTWARE LICENSE TERMS

- 1. Who do these License Terms apply to?** These License Terms apply to your use of Software you may have installed or that may have come installed on a device (e.g. phone, computer, tablet, etc.), including any content, updates and new releases.
- 2. Who Owns 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 Symantec or its licensors.
- 3. Your Subscription and How Long You Can Use the Software.** You have rights to use the Software during your License Period.
- 4. Automatic Renewal.** Your access to the Software may renew automatically.
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