

**NORTON LICENSE AGREEMENT**  
**Norton AntiTheft / Norton Internet Security / Norton 360**  
**Norton Online Backup**  
**Norton Studio / Norton Security Scan**

**IMPORTANT:** PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES (AS DEFINED BELOW). SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS; OR SYMANTEC ASIA PACIFIC PTE LTD, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN; OR SYMANTEC LIMITED, IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA ("SYMANTEC") IS WILLING TO LICENSE THE SOFTWARE AND SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE AND SERVICES (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING THE SOFTWARE AND SERVICES OR OTHERWISE USING THE SOFTWARE AND SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE AND SERVICES, AND FOR NORTON ANTI-THEFT, NORTON INTERNET SECURITY, NORTON 360, OR NORTON ONLINE BACKUP CONTACT (i) YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 11 OF THIS LICENSE AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE AMOUNT YOU PAID FOR THE CURRENT SERVICE PERIOD (DEFINED BELOW) 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, OR (ii) YOUR SERVICE PROVIDER FOR INFORMATION ON HOW TO OBTAIN A REFUND IF YOU OBTAINED THE SOFTWARE AND SERVICES FROM YOUR SERVICE PROVIDER.

1. License:

The software and services and documentation, (including any product packaging) (the "Documentation"), that accompanies this License Agreement (collectively the "Software and Services") is the property of Symantec or its licensors, and is protected by copyright law. Although Symantec or its licensors continues to own the Software and Services, after Your acceptance of this License Agreement You will have certain rights to use the Software and Services during the "Service Period" as defined for each Software and Service offering below. All rights not expressly granted to You are retained by Symantec and/or its licensors.

Start of Service Periods for different Software and Services offerings:

- 1) The Service Period for Norton AntiTheft, Norton Internet Security and Norton 360 shall begin on (a) the date of Your initial installation or use of the Software and Services on a computer, virtual environment, mobile or mobile computing device (a "Device"), or (b) if You received this Software and Services as part of a multiple product offering, the date of Your initial installation or use of the Software and Services or any other software product or mobile application included in such offering on a Device, or (c) if You obtained the rights to use the Software and Services as described in this License Agreement from a Symantec authorized service provider ("Service Provider") the date determined by such Service Provider.
- 2) The Service Period for Norton Online Backup shall begin on either: (i) the date of purchase, if You purchased an electronic download of Norton Online Backup from an online store, or (ii) the date You activate Norton Online Backup, if You obtained it through other means (for example, if the Norton Online Backup came pre-installed on a computer or if You are using a trial version of it.
- 3) The Service Period for Norton Studio and Norton Security Scan shall begin on the date of initial installation or use, whichever comes first.

#### End of Service Periods for different Software and Service offerings:

The Service Period for each of the Software and Service offerings in 1) and 2) above shall last for the period of time set out in the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider from which You obtained the Software and Services. The Software and Services 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 and Services unless the Service Period is renewed. Subscriptions for renewals of the Service Period will (i) be available in accordance with Symantec's support policy posted at [http://www.symantec.com/en/uk/norton/support/technical\\_support\\_policy.jsp](http://www.symantec.com/en/uk/norton/support/technical_support_policy.jsp) or (ii) be provided by Your Service Provider in accordance with such Service Provider's policies, if You obtained the Software and Services from Your Service Provider.

The Service Period for Norton Studio and Norton Security Scan shall last for as long as Symantec maintains and makes Norton Studio and Norton Security Scan available to You.

This license governs any releases, revisions, updates or enhancements to the Software and Services that Symantec may make available to You. Except as may be modified by the Documentation, Your rights and obligations under this License Agreement with respect to the use of this Software and Services are as follows.

During the Service Period, You may:

- A. use one copy of the Software and Services on a single Device. If a greater number of copies and/or number of Devices is specified within the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider from which You obtained the Software and Services, You may use the Software and Services in accordance with such specifications;
- B. make one copy of the Software and Services for back-up or archival purposes, or copy the Software and Services onto the hard disk of Your Device and retain the original for back-up or archival purposes;
- C. use the Software and Services on a network, provided that You have a licensed copy of the Software and Services for each Device that can access the Software and Services over that network;
- D. permanently transfer all of Your rights in the Software and Services, which You have acquired on a physical medium only, granted under this License Agreement to another person or entity, provided that You transfer the physical medium which You acquired the Software and Services on, retain no copies of the Software and Services and the transferee agrees to all the terms of this License Agreement. For the avoidance of doubt, if the Software and Services being transferred is part of a multiple product offering You must transfer all Your rights to all product offerings included in such Software and Services. Partial transfer of Your rights under this License Agreement shall not be permitted and any such attempts shall be void and null. For example, if the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider grants You the right to use multiple copies of the Software and Services, only a transfer of all the rights to use all such copies of the Software and Services would be valid. For the avoidance of doubt, the foregoing rights to transfer do not apply if You obtained the Software and Services from Your Service Provider. Notwithstanding the foregoing, You may not transfer the product keys of the Software and Services which You acquired on a physical medium to any third parties separated or debundled from the physical medium. You may not transfer the Software and Services and/or its product keys to any third parties if You have not acquired the Software and Services on a physical medium; and
- E. use the Software and Services in accordance with any additional permitted uses which may be set forth below.

You may not, nor may You permit any other person to:

- A. sublicense, rent or lease any portion of the Software and Services;
- B. other than to the extent and in the circumstances permitted by law, reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software and Services or create derivative works from the Software and Services;
- C. provide, offer or make available the Software and Services as part of a facility management, timesharing, service provider or service bureau arrangement; or
- D. use the Software and Services in any manner that is not permitted pursuant to this License Agreement.

The Software and 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.

## 2. Software and Services features and Content Updates; Discontinuation of the Content Updates or Software and Services for Norton Security Scan:

A. You shall have the right to receive new features to and versions of the Software and Services as Symantec, in its sole discretion, makes such features and versions available during Your Service Period. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Software and Services, and to provide You with the most current version of the Software and Services, You agree the Software and Services may download and install new updates and versions of the Software and Services as they are made available by Symantec in its sole discretion. You agree to receive and permit Symantec to deliver such new updates and versions to Your Device. Additionally, Symantec may modify the terms and conditions that apply to Your use of the Software and Services to reflect such updates and versions and You agree to such updated terms.

B. Certain Software and Services uses content that is updated from time to time, including but not limited to the following software: antivirus and crimeware software use updated virus definitions; antispyware software uses updated spyware definitions; antispam software uses updated antispam rules; content filtering and antiphishing software use updated URL lists; some firewall software use updated firewall rules; vulnerability assessment products use updated vulnerability data and web site authentication software uses updated lists of authenticated web pages; these updates are collectively referred to as "Content Updates" (or alternatively referred to as "Protection Updates" or "Security Updates" at times). You shall have the right to receive Content Updates for the Software and Services during Your Service Period.

C. For Norton Security Scan Symantec may, at its discretion with or without notice to You, discontinue providing Content Updates and/or may terminate the Software and Services. Symantec may add, modify or remove features of the Software and Services at any time with or without notice to You.

## 3. Product Installation; Required Activation; Norton Account:

A. During the installation process, the Software and Services may uninstall or disable other security products, or features of such products, if such products or features are incompatible with the Software and Services or for purposes of improving the overall functionality of the Software and Services.

B. There may be technological measures in this Software and Services that are designed to prevent unlicensed or illegal use of the Software and Services. You agree that Symantec may use these measures to protect Symantec against Software and Services piracy. This Software and Services may contain enforcement technology that limits the ability to install and uninstall the Software and Services on a Device to not more than a finite number of times for a finite number of Devices. This License Agreement and the Software and Services containing enforcement technology may require activation as further set out in the Documentation. If so, the Software and Services will only operate for a finite period of time prior to Software and Services activation by You. During activation, You may be required to provide Your unique activation code accompanying the Software and Services and Device configuration in the form of an alphanumeric code over the Internet to verify the authenticity of the Software and Services. If You do not complete the activation within the finite period of time set forth in the Documentation, or as prompted by the Software and Services, the Software and Services will cease to function until activation is complete; at which time the Software and Services functionality will be restored. In the event that You are not able to activate the Software and Services over the Internet, or through any other method specified during the activation process, You may contact either (i) Symantec Customer Support using the information provided by Symantec during activation, or as set out below, or (ii) Your Service Provider, or the entity set out in the documentation issued to You by Your Service Provider, if You obtained the Software and Services from Your Service Provider.

C. Norton Account. 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. You are entirely responsible for maintaining the confidentiality of Your Norton Account or SP User Account password.

#### 4. Safe Search, AntiTheft and Online Backup Service:

A. Safe Search. The Software and Services may include a Safe Search feature which provides You the ability to safely search the internet. This may be offered via, but not be limited to, a Symantec search toolbar.

#### B. AntiTheft.

Norton AntiTheft consists of web-based Services and a client Software agent installed on Your Device that relays information from the installed client Software agent to Symantec servers which allows You to track the location of Your Device, disable access to Your Device (if available), wipe data from Your Device, transmit images that You have captured with Your Device's camera (if available) and change certain settings on Your Device.

You may not use Norton Anti-Theft Software or Services in any way that could harm the Software or Services or impair any other user's use of these Services. You may not use these Software or Services to gain or attempt to gain, unauthorized access to any service, data, account or network by any means.

#### C. Online Backup.

The Software and Services may include an online backup feature or a standalone backup service, which provides the capability to store and retrieve Your files on Symantec's system via the Internet during the Service Period ("Online Backup Service"), subject to the amount of online backup space provided with Your Software and Services and/or which You additionally purchase. If You choose to use the Online Backup Service, You must complete the activation process within the Software and Services for such feature.

a. Availability. The Online Backup Service is provided "as is" and "as available" and Symantec will not be responsible to pay You for any loss or damage resulting from any downtime of the Online Backup Service due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of Symantec.

b. User Conduct and Responsibility; Compliance with Applicable Laws. Use of the Online Backup Service (including the transmission of any data You choose to store through the Online Backup Service ("Data")) is subject to all applicable local, state, national and international laws and regulations, including but not limited to the United States export laws. You agree to comply with such applicable laws and regulations and with the specifications set out in the Documentation or the applicable transaction documentation from the authorized distributor, reseller, or Service Provider from which You obtained the Software and Services and not to (i) use the Online Backup Service for illegal purposes, (ii) 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; (iii) transmit or store data belonging to another party without first obtaining all consents required by law from the data owner for transmission of the data to Symantec for storage within the United States; (iv) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (v) interfere with or disrupt servers or networks connected to the Online Backup Service; or (vi) attempt to gain unauthorized access to the Online Backup Service, the accounts of other Online Backup Service users, or computer systems or networks connected to the Online Backup Service.

Your obligations in this Section regarding use of the Online Backup Service apply to all use of the Online Backup Service in connection with Your Norton Account. You are solely responsible for the use of the

Online Backup Service, and the Data transmitted or stored through the Online Backup Service, in connection with Your Norton Account.

To the maximum amount permissible under applicable law, You agree to pay Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents the amount of any claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with use of the Online Backup Service through Your Norton Account to the extent any such claims, demands, costs, damages, losses, liabilities and expenses arise as a result of Your breach of this License Agreement or Your negligence or willful misconduct. Such amount may include but is not limited to responsibility for payments of any such claims, demands, costs, damages, losses, liabilities and expenses arising out of or in connection with the Data transmitted or stored through the Online Backup Service in connection with Your Norton Account.

c. Termination; Suspension. Your right to use the Online Backup Service will terminate on expiration of the Service Period. Symantec may immediately suspend or terminate use of the Online Backup Service during the Service Period for Your failure to or Symantec's reasonable belief that You have failed to comply with these terms and conditions (other than a trivial or inconsequential breach). or any other misuse of the Online Backup Service. Following the expiration or termination of the Service Period:

- Symantec may permanently delete any Data stored to the online backup space provided with Your Software and Services;
- Symantec will not be obligated to maintain such Data, forward such Data to You or a third party, or migrate such Data to another backup service or account; and
- You will not be able to store the Data to any additional backup space that You may have purchased separately unless and until the Service Period is renewed.

d. Miscellaneous. Symantec has no obligation to monitor use of the Online Backup Service and/or Data transmitted or stored through the Online Backup Service. To the maximum extent permissible under applicable law and notwithstanding the provisions of section 13 below, Symantec reserves the right at all times to monitor, review, retain and/or disclose any Data or other information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to investigate any use or suspected breach of this License Agreement.

## 5. Technical Support:

Certain technical support features that may be offered from within the Software and 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 Services shall be referred to in this License Agreement as the "Technical Support"). If such features are offered and You choose to access such Technical Support the following terms shall apply. 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, including under Competition and Consumer Laws for Australian Consumers, 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. In the course of 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.

## 6. Money Back Guarantee:

For Norton AntiTheft, Norton Internet Security, Norton 360 or Norton Online Backup if You are the original licensee of the Software and Services and are not completely satisfied with it for any reason, please make no further use of such Software and Services and contact (i) the authorized reseller that sold You the Software and Services, or (ii) the authorized reseller that sold You the device that includes the Software and Services as pre-loaded in the device, if You obtained the Software and Services as part of a device bundled offering, or (iii) Symantec Customer Service, using the contact details set out in Section 11 of this License Agreement, for information on how to obtain a refund of the amount You paid for the current Service Period 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. Unless the Software and Services is defective, You will be responsible for the cost of returning the

Software and Services to Symantec, including any applicable taxes. If You are a consumer (i.e. You are using the Software and Services for personal, non-commercial reasons and You are acting outside Your, or anyone else's, business, trade or profession or You are otherwise a consumer under applicable laws in Your jurisdiction (a "Consumer")), this does not affect any legal rights which You have as a Consumer under applicable laws in Your jurisdiction. For the avoidance of doubt, the foregoing does not apply if You obtained the Software and Services from Your Service Provider.

If you are an Australian Consumer, this does not affect any legal rights which You have as a Consumer under the Australian Competition and Consumer Act 2010.

#### 7. Liability to Business Customers:

If You are a Consumer, the following provisions of this Section 7 do not apply to You except to the extent that under laws applicable in Your jurisdiction certain consumer provisions apply to Your use of the Software and Services regardless of the fact that such use is for business, trade or professional purposes. Please read Section 8 instead.

If You are a business customer (i.e. You are using the Software and Services in the course of a business, trade or profession (a "Business Customer")), the following provisions in this Section 7 apply to You (regardless of whether or not You accept the Software and Services).

A. Symantec warrants that any media manufactured by Symantec on which the Software is distributed will be free from defects for a period of sixty (60) days from the date of initial installation of the Software by You. Your sole remedy in the event of a breach of this warranty will be that Symantec will, at its option, replace any defective media returned to Symantec within the warranty period or refund the amount You paid for the current Service Period. Symantec does not warrant that the Software and Services will meet Your requirements or that operation of the Software and Services will be uninterrupted or that the Software and Services will be error-free. For the avoidance of doubt, references to "Software and Services" in the foregoing sentence shall include, but not be limited to, the Online Backup Service and Technical Support.

**FOR AUSTRALIAN CONSUMERS ONLY.** If You are an Australian Consumer, the provisions of this Section 7 do not apply to You, except to the extent that under Australia Consumer Laws certain provisions apply to Your use of the Software and Services for business, trade or professional purposes, in which case this Section will apply to You.

B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) SYMANTEC DOES NOT GIVE ANY WARRANTY IN RELATION TO NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

C. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU (IN NEGLIGENCE, CONTRACT OR OTHERWISE) FOR LOST PROFITS, REVENUE, BUSINESS CONTRACTS, ANTICIPATED SAVINGS OR LOST OR CORRUPTED DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE AND SERVICES (INCLUDING BUT NOT LIMITED TO USE OF THE ONLINE BACKUP SERVICE AND TECHNICAL SUPPORT) OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**FOR AUSTRALIAN BUSINESS CUSTOMERS ONLY.** SUBJECT TO THE PREVIOUS PROVISIONS OF THIS SECTION 7(C), SYMANTEC WILL NOT BE RESPONSIBLE FOR PAYING YOU FOR ANY LOSS WHICH IS NOT A REASONABLY FORESEEABLE CONSEQUENCE OF A BREACH BY SYMANTEC OF THIS LICENSE AGREEMENT.

D. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC'S OR ITS LICENSORS' LIABILITY WILL NOT EXCEED THE PURCHASE PRICE WHICH YOU PAID FOR THE APPLICABLE SERVICE PERIOD. CERTAIN LEGISLATION MAY IMPLY GUARANTEES OR IMPOSE OBLIGATIONS UPON SYMANTEC WHICH (i) CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED,

OR (ii) CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THIS AGREEMENT MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF THESE STATUTORY PROVISIONS APPLY, NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS AGREEMENT AND TO THE EXTENT TO WHICH SYMANTEC IS ENTITLED TO DO SO, SYMANTEC LIMITS ITS LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO, IN RESPECT OF THE SOFTWARE AND SERVICES, AT SYMANTEC'S OPTION, THE REPLACEMENT OF THE SOFTWARE AND SERVICES OR THE SUPPLY OF EQUIVALENT SOFTWARE AND SERVICES; THE REPAIR OF THE SOFTWARE AND SERVICES; THE PAYMENT OF THE COST OF REPLACING THE SOFTWARE AND SERVICES OR OF ACQUIRING EQUIVALENT SOFTWARE AND SERVICES; OR THE PAYMENT OF THE COST OF HAVING THE SOFTWARE AND SERVICES REPAIRED OR IN RESPECT OF ANY SERVICES, AT SYMANTEC'S OPTION, THE RESUPPLY OF THE SERVICES OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED. PLEASE WRITE TO (I) SYMANTEC CONSUMER SUPPORT, PO BOX 5689, DUBLIN 15, IRELAND OR (II) SYMANTEC CUSTOMER SERVICE AT LEVEL 7, 181 MILLER ST, NORTH SYDNEY, NSW 2060,, AUSTRALIA OR VISIT THE SUPPORT PAGE FOR YOUR COUNTRY OR REGION, WHICH CAN BE LOCATED AT <http://www.symantec.com/globalsites/index.jsp> FOR INFORMATION ON REPLACEMENT OF THE DEFECTIVE MEDIA OR TO OBTAIN A REFUND OF THE AMOUNT YOU PAID FOR THE CURRENT SERVICE PERIOD 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.

E. Symantec will be liable to You without limitation if (a) You die or are injured as a result of Symantec's negligence or (b) You suffer loss or damage because Symantec has acted fraudulently.

F. This License Agreement constitutes the entire agreement between You and Symantec relating to the Software and Services and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter (other than fraudulent misrepresentations); and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties.

#### 8. Liability to Consumers:

If You are a Consumer, this Section 8 applies to You. Please read it carefully. Section 8 does not apply to You if You are a Business Customer.

A. Symantec will be liable to You without limitation if (a) You die or are injured as a result of Symantec's negligence or (b) You suffer loss or damage because Symantec has acted fraudulently. Other than the guarantee which Symantec provides to You under Section 6 and the rights due to You as a Consumer, Symantec provides no further warranties in relation to the Software and Services.

B. Subject to the previous provisions of this Section 8, Symantec will not be responsible for paying You for any loss which is not a reasonably foreseeable consequence of a breach by Symantec of this License Agreement. As a Consumer, Your use of the Software and Services will be non-commercial. Symantec shall therefore not be liable to You for any loss of profit, revenue, anticipated savings, contracts or time arising out of Your use of or inability to use the Software and Services (including but not limited to use of the Online Backup Service and Technical Support).

C. For Australian Consumers only. For the purpose of complying with Section 102(1) of the Australian Consumer and Competition Act; "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

D. We strongly recommend that You back up Your data frequently.

E. You shall at all times be under an obligation to take reasonable steps to minimize Your loss.

F. Please write to (i) Symantec Consumer Support, PO Box 5689, Dublin 15, Ireland or (ii) Symantec Customer Service at Level 7, 181 Miller St, North Sydney, NSW 2060,, Australia or visit the Support page for Your country or region, which can be located at <http://www.symantec.com/globalsites/index.jsp> for information on replacement of the defective media or to obtain a refund of the amount You paid for the current Service Period 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.

#### 9. Export Regulation:

You acknowledge that the 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 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, including Afghanistan and Iraq. **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.**

#### 10. General:

This License Agreement will be governed by the laws of England and Wales. Nothing in this License Agreement 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. Symantec may terminate this License Agreement if You breach any term contained in this License Agreement (other than a trivial or inconsequential breach) and, if such termination occurs, You must cease use of and destroy all copies of the Software and Services and the Documentation. The disclaimers of warranties and damages and limitations on liability, including those set out in Sections 7 and 8, shall survive and continue to apply after termination.

#### 11. Symantec Customer Service:

Should You have any questions concerning this License Agreement, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Consumer Support, PO Box 5689, Dublin 15, Ireland or (ii) Symantec Customer Service, Level 7, 181 Miller St, North Sydney, NSW 2060, Australia, or visit the Support page for Your country or region, which can be located at <http://www.symantec.com/globalsites/index.jsp>.

#### 12. IncoTerms:

If You enter this License Agreement for purposes related to your business, trade or profession and, therefore, You qualify as a Business Customer, the Software and Services is delivered ExWorks (EXW) Symantec's shipping point (ICC INCOTERMS 2010).

**ADDITIONAL TERMS AND CONDITIONS.** Your use of the Software and Services is subject to the terms and conditions below in addition to those stated above.

#### 13. Privacy; Data Protection:

From time to time, the Software and Services may collect certain information, including personally identifiable information, from the Device on which it is installed, which may include:

- Information on potential security risks as well as URLs and the Internet Protocol (IP) addresses of websites visited that the Software and Services deems potentially



fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. This information is collected by Symantec for the purpose of delivering the functionalities of the Software and Services, and also for evaluating and improving the ability of Symantec's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks.

- URLs and the Internet Protocol (IP) addresses of websites visited as well as search keywords and search results only if the Norton Safe Web or Norton Safe Search features are enabled. This information is collected by Symantec for the purpose of providing protection and of evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it.
- Executable files and files that contain executable content that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Symantec using the Software and Service's automatic submission function. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products. The collected files could contain personally identifiable information that has been obtained by the malware without Your permission. Files of this type are being collected by Symantec only for the purpose of improving the ability of Symantec's products to detect malicious behavior.
- The name given to the Device during the initial setup of such Device. If collected, the name will be used by Symantec as an account name for the Device under which You may elect to receive additional services and/or under which You may use certain features of the Software and Services. You may change such account name at any time after installation of the Software and Services and it is recommended that You do so.
- Status information regarding installation and operation of the Software and Services. This information indicates to Symantec whether installation of the Software and Services was successfully completed as well as whether the Software and Services has encountered an error. The status information could contain personally identifiable information only if such information is included in the name of the file or folder encountered by the Software and Services at the time of installation or error. The status information is collected by Symantec for the purpose of evaluating and improving Symantec's product performance and installation success rate. Symantec may also use this information to optimize its web-pages.
- Information contained in email messages that You send through the Software and Services to Symantec to report as spam or as incorrectly identified as spam. These email messages may contain personally identifiable information and will be sent to Symantec only with Your permission, and will not be sent automatically. If You send such messages to Symantec, Symantec will use them only for the purpose of improving the detection ability of Symantec's antispam technology. Symantec will not correlate or match up these files with any other personally identifiable information.
- Information contained in a report that You may choose to send through the Software and Services to Symantec when the Software and Services encounters a problem. The report includes information regarding the status of both the Software and Services and Your Device at the time that the Software and Services encountered the problem. The status information about Your Device may include the system language, country locale, and the operating system version for Your Device, as well as the processes running, their status and performance information, and data from files or folders that were open at the time the Software and Services encountered the problem. The information could contain personally identifiable information if such information is included in, or is a part of the name of the files or folders open at the time the Software and Services encountered the problem. This information will be sent to Symantec only with Your permission, and will not be sent automatically. The information is collected by Symantec for the purpose of correcting the encountered problem and improving Symantec's product performance. This information will not be correlated or matched up with any personally identifiable information.
- The Internet Protocol (IP) address and/or Media Access Control (MAC) address and the Machine ID of the Device on which the Software and Services is installed to enable the Software and Services to function and for license administration purposes.
- Other general, statistical information used for product analysis, and for improving product functionality.

Unless it is expressly defined as optional, the collected information as set out above is necessary for the purpose of the functionality of Symantec's products.

Information 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 exclusively to be used in accordance with the purposes described above. For the same purposes the information may be shared with partners and vendors that process information on behalf of Symantec. Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

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 this 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. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain information with research organizations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends. By using the Software and Services, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

In addition, any Data that You transmit or store through the Online Backup Service will be transferred to and stored in servers located in countries that may have less protective data protection laws than the country in which You are located (including without limitation the United States). These servers are owned and maintained by a third party processor which Symantec has required by contract to safeguard Your Data. If you have any questions about how Your Data is being handled, please contact Symantec Customer Service using the contact details in Section 11.

#### 14. Supplemental Terms for Norton AntiTheft.

Privacy; Data Protection. The Software may also collect the following information from the Device on which it is installed:

- The Software accesses the International Mobile Equipment Identity (IMEI) in order to generate a hash that ensures anonymity. The hash is used to analyze and aggregate equipment data for statistical purposes. The IMEI is not collected or stored by Symantec. The Software also monitors changes in the International Mobile Subscriber Identity (IMSI), in order to be able to continue provision of the service even when users change the SIM card. The IMSI is not collected or stored by Symantec. The above information is used for the purpose of identifying the telecommunications device eligible to receive Content Updates for the Software. This information will not be correlated with any other personally identifiable information, such as Your account information. After the service has terminated the data is retained in statistical form exclusively for internal research. Symantec may share this data with third party contractors and/or data processors as needed for the purpose of account management.
- Information related to the location of Your Device if the anti-theft functionality is enabled.
- Images captured by the Device's camera if available and enabled.
- The WiFi Media Access Control (MAC) address of the Device on which the Software is installed to enable the Software to function and for license administration purposes.

CPS / SUBS\_SOS 21.0 / NAT\_NIS\_N360\_NOBU\_NSS / IE