

## **Norton Services Terms and Conditions**

THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS”) CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN SYMANTEC CORPORATION AND/OR ITS SUBSIDIARIES (“SYMANTEC”) AND YOU FOR USE OF SERVICES ENTITLED “NORTON SERVICES” (ALSO SOMETIMES KNOWN AS “NORTON PREMIUM SERVICES”) YOU SELECTED OR INITIATED FOR PURCHASE ON THE SYMANTEC WEBSITE (“SITE”), PURCHASED THROUGH A NORTON SERVICE AGENT (“TELESALES AGENT”) OR AN AUTHORIZED RESELLER OF SYMANTEC (“AUTHORIZED RESELLER”) (COLLECTIVELY THE “SERVICES”). IF YOU ARE LOCATED IN THE AMERICAS, “SYMANTEC” MEANS SYMANTEC CORPORATION, USA, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN, “SYMANTEC” MEANS SYMANTEC ASIA PACIFIC PTE LTD, SINGAPORE, OR IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA, “SYMANTEC” MEANS SYMANTEC LIMITED, BALLYCOOLIN BUSINESS PARK, BLANCHARDSTOWN, DUBLIN 15, IRELAND. “YOU” OR “YOUR” REFERS TO THE INDIVIDUAL WHO IS UTILISING THE SERVICES. BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 5.6 BELOW). THE POLICY AND MATERIALS SPECIFICALLY REFERRED TO IN THE TERMS ARE INCORPORATED INTO THE TERMS BY REFERENCE. BEFORE YOU CLICK ON THE “I ACCEPT” OR “AGREE” BUTTON, OR OTHERWISE INDICATE ASSENT FOR CONTINUING TO USE THE SERVICES, PLEASE READ THE TERMS BELOW CAREFULLY.

IF YOU DO NOT AGREE TO THE TERMS, THEN SYMANTEC IS UNWILLING TO PROVIDE THE SERVICES TO YOU. IN THIS CASE YOU SHOULD: (1) CLICK THE “CANCEL” OR OTHER SIMILAR BUTTON, OR OTHERWISE INDICATE REFUSAL; AND (2) NOT USE THE SERVICES AND SEEK A REFUND AS INDICATED BELOW.

### **IMPORTANT NOTICE: LIMITED REDEMPTION PERIOD AND REFUND RIGHTS:**

**YOUR RIGHT TO USE ANY OF THE SERVICES, AS WELL AS YOUR RIGHTS TO OBTAIN A REFUND FOR ANY SERVICE NOT USED VARY DEPENDING ON THE TYPE OF SERVICE(S) PURCHASED AS SPECIFIED BELOW.** NOTE: SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OF REFUND RIGHTS AS DESCRIBED IN THIS CLAUSE SO THIS CLAUSE MAY NOT APPLY TO YOU. FURTHERMORE THIS CLAUSE DOES NOT AFFECT ANY OTHER APPLICABLE REFUND RIGHTS. BY CLICKING ON THE “I ACCEPT” OR “I AGREE” BUTTON, OR BY YOUR USE OF THE SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED AND CONSENTED TO BE BOUND BY THE TERMS.

### **THE FOLLOWING REFUND TERMS APPLY TO ONE-TIME SERVICES, AS DEFINED IN SECTION 1, WHEN PURCHASED THROUGH A SYMANTEC SITE OR TELESALES AGENT:**

THE RIGHT TO USE ANY ONE-TIME SERVICES WILL EXPIRE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF PURCHASE OF THE ONE-TIME SERVICES (“REDEMPTION PERIOD”). IF YOU DECIDE TO NOT USE THE ONE-TIME SERVICES WITHIN THE REDEMPTION PERIOD, YOU WILL NOT BE ENTITLED TO USE THE SERVICES. IN THE EVENT YOU CHOOSE NOT TO USE THE ONE-TIME SERVICE, SYMANTEC WILL REFUND YOU THE MONEY YOU PAID FOR THE SERVICES, (LESS SHIPPING, HANDLING AND ANY APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE) PROVIDED THAT YOUR REFUND REQUEST IS RECEIVED BY A TELESALES AGENT OR SYMANTEC CUSTOMER SERVICE DURING THE REDEMPTION PERIOD, USING THE CONTACT DETAILS DESCRIBED IN SECTION 6 OF THE TERMS. SERVICE AND REFUND REQUESTS WILL BE HONORED DURING THE REDEMPTION PERIOD ONLY.

### **THE FOLLOWING TERMS APPLY TO ONE-TIME SERVICES, AS DEFINED IN SECTION 1, WHEN PURCHASED THROUGH AN AUTHORIZED RESELLER:**

IF YOU PURCHASED ONE-TIME SERVICES FROM AN AUTHORIZED RESELLER AND UNLESS OTHERWISE SPECIFIED BY THE AUTHORIZED RESELLER, YOU ARE REQUIRED TO ACTIVATE THE SERVICE WITH THE ACTIVATION CODE PROVIDED WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF PURCHASE (“ACTIVATION PERIOD”). ONCE ACTIVATED, YOU MUST REDEEM THE SERVICE DURING THE TIME PERIOD SPECIFIED TO YOU AT THE TIME OF ACTIVATION (“REDEMPTION PERIOD”). REDEMPTION PERIODS MAY VARY DEPENDING ON THE SERVICE PURCHASED. THE

RIGHT TO USE THE SERVICES: (A) SHALL BEGIN ON THE DATE YOU ACTIVATE THE SERVICE OR THE DATE OF YOUR PURCHASE, WHICHEVER IS STATED IN YOUR DOCUMENTATION AT THE TIME OF PURCHASE, AND SHALL EXPIRE AFTER THE PERIOD OF TIME SET FORTH IN THE DOCUMENTATION OF THE DESIGNATED SERVICE, AND (B) MAY ONLY BE USED IN CONNECTION WITH YOUR DEVICES ON WHICH THE DESIGNATED SYMANTEC SERVICE IS ACTIVATED. IF YOU DECIDE TO NOT USE THE SERVICE(S) AND WANT A REFUND, CONTACT THE AUTHORIZED RESELLER ACCORDING TO THE AUTHORIZED RESELLER'S POLICY. YOU MAY CONTACT SYMANTEC CUSTOMER SERVICES USING THE DETAILS IN SECTION 6 BELOW FOR INFORMATION ON WHETHER YOUR PURCHASED SERVICE(S) MAY QUALIFY FOR A MONEYBACK REFUND DIRECTLY FROM SYMANTEC (LESS SHIPPING, HANDLING AND ANY APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE).

**THE FOLLOWING TERMS APPLY TO SUBSCRIPTION SERVICES WHEN PURCHASED THROUGH A SYMANTEC SITE OR TELESales AGENT:**

IF YOU HAVE PURCHASED SUBSCRIPTION SERVICES WITH A MONTHLY TERM, YOU MAY CHOOSE TO CANCEL SUCH SUBSCRIPTION SERVICES AND YOU ARE ELIGIBLE TO RECEIVE A REFUND FROM SYMANTEC FOR THE MONEY PAID FOR THE SUBSCRIPTION SERVICES (INCLUDING ANY APPLICABLE ONE TIME COMMITMENT FEES CHARGED FOR THE THEN-CURRENT SUBSCRIPTION TERM AND COLLECTIVELY LESS SHIPPING, HANDLING AND ANY APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE) PROVIDED YOU HAVE NOT REDEEMED A SERVICE DURING SUCH TERM AND PROVIDED THAT YOU INITIATE A REFUND REQUEST THAT IS RECEIVED BY YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE WITHIN FOURTEEN (14) DAYS FROM THE DATE OF PURCHASE OF SUCH SUBSCRIPTION SERVICE. IN THE CASE OF MONTHLY RECURRING CHARGES, SYMANTEC WILL PROVIDE A REFUND LIMITED TO THE AMOUNT PAID FOR THE LAST MONTHLY SUBSCRIPTION CHARGE (LESS SHIPPING, HANDLING AND ANY APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE) PROVIDED THAT YOU INITIATE A REFUND REQUEST WITH SYMANTEC CUSTOMER SERVICE WITHIN FOURTEEN (14) DAYS FROM THE DATE OF THE LAST RECURRING MONTHLY PURCHASE AND YOU HAVE NOT REDEEMED SERVICES FOR THAT SPECIFIC MONTH.

IF YOU HAVE PURCHASED SUBSCRIPTION SERVICES WITH A ONE YEAR TERM OR MORE, YOU MAY CANCEL SUCH SUBSCRIPTION SERVICE WITHIN SIXTY (60) DAYS OF PURCHASE AND YOU ARE ELIGIBLE TO RECEIVE A REFUND FROM SYMANTEC FOR THE MONEY PAID FOR THE SUBSCRIPTION SERVICE (INCLUDING ANY APPLICABLE ONE TIME COMMITMENT FEES CHARGED FOR THE THEN-CURRENT SUBSCRIPTION TERM AND COLLECTIVELY LESS SHIPPING, HANDLING AND ANY APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE) PROVIDED THAT YOU INITIATE A REFUND REQUEST WITHIN SIXTY (60) DAYS OF PURCHASE WITH YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE AND YOU HAVE NOT REDEEMED ANY SERVICES DURING THIS SIXTY (60) DAY PERIOD. IF YOUR SUBSCRIPTION SERVICE HAS AUTOMATICALLY RENEWED FOR AN ADDITIONAL ONE YEAR TERM OR MORE AND YOU CONTACT SYMANTEC CUSTOMER SERVICE TO INITIATE YOUR REFUND REQUEST WITHIN SIXTY (60) DAYS OF THE RENEWAL DATE, YOU ARE ELIGIBLE FOR A REFUND OF THE RENEWAL FEE ASSESSED FOR ONLY THE THEN-CURRENT SUBSCRIPTION TERM (LESS SHIPPING, HANDLING AND ANY APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE) PROVIDED THAT YOU HAVE NOT REDEEMED ANY SERVICES DURING THE SIXTY (60) DAY PERIOD FOLLOWING YOUR RENEWAL DATE.

**THE FOLLOWING TERMS APPLY TO ASSURANCE PLANS, AS DEFINED IN SECTION 1, WHEN PURCHASED THROUGH A SYMANTEC SITE OR TELESales AGENT:**

THE RIGHT TO USE THE SERVICES: (A) SHALL BEGIN ON THE DATE OF YOUR INITIAL INSTALLATION OF THE DESIGNATED SYMANTEC PRODUCT YOU PURCHASED WITH A SERVICE ON THE SITE AND SHALL LAST FOR THE PERIOD OF TIME SET FORTH IN THE DOCUMENTATION OF THE DESIGNATED SYMANTEC PRODUCT (THE "REDEMPTION PERIOD"), AND (B) MAY ONLY BE USED IN CONNECTION

WITH YOUR DEVICE ON WHICH THE DESIGNATED SYMANTEC PRODUCT IS INSTALLED. IF YOU DECIDE TO NOT USE THE SERVICE(S) AND WANT A REFUND, CONTACT SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 6 BELOW, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE SERVICE(S), (LESS SHIPPING, HANDLING AND ANY APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE) WITHIN SIXTY (60) DAYS FROM THE DATE OF PURCHASE.

**THE FOLLOWING TERMS APPLY TO ASSURANCE PLANS, AS DEFINED IN SECTION 1, WHEN PURCHASED THROUGH AN AUTHORIZED RESELLER:**

IF YOU PURCHASED AN ASSURANCE PLAN WITH A SYMANTEC PRODUCT FROM AN AUTHORIZED RESELLER AND UNLESS OTHERWISE SPECIFIED BY THE AUTHORIZED RESELLER, YOU ARE REQUIRED TO ACTIVATE THE SERVICE WITH THE ACTIVATION CODE PROVIDED WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF PURCHASE. THE RIGHT TO USE THE SERVICES: (A) SHALL BEGIN ON THE DATE OF YOUR INITIAL ACTIVATION OF THE SERVICE OR THE DATE OF YOUR PURCHASE, WHICHEVER IS STATED IN YOUR DOCUMENTATION AT THE TIME OF PURCHASE, AND SHALL LAST FOR THE PERIOD OF TIME SET FORTH IN THE DOCUMENTATION OF THE DESIGNATED SYMANTEC PRODUCT WITH WHICH THE SERVICE WAS PURCHASED (THE "REDEMPTION PERIOD"), AND (B) MAY ONLY BE USED IN CONNECTION WITH YOUR DEVICE ON WHICH THE DESIGNATED SYMANTEC SERVICE IS ACTIVATED. IF YOU DECIDE TO NOT USE THE SERVICE(S) AND WANT A REFUND, CONTACT THE AUTHORIZED RESELLER ACCORDING TO THE AUTHORIZED RESELLER'S POLICY. YOU MAY CONTACT SYMANTEC CUSTOMER SERVICES USING THE DETAILS IN SECTION 6 BELOW FOR INFORMATION ON WHETHER YOUR PURCHASED SERVICE(S) MAY QUALIFY FOR A MONEYBACK REFUND DIRECTLY FROM SYMANTEC (LESS SHIPPING, HANDLING AND APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE).

## 1. Services

### 1.1. Service Overview

#### (1) Introduction.

Services may include services that are available on a one-time basis, for a fee ("One Time Service(s)"); as well as subscription services, which are an entitlement to more than one service over a period of time, for a recurring fee ("Subscription Service(s)"). Symantec shall provide the Services as set forth in the Terms. Symantec's service representative will attempt to provide to You the Services over the telephone, through a live chat session on Your device, remotely over the internet, or by email. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Services, and solely to the extent permitted by applicable law, Symantec may, at its discretion, modify the features or descriptions of the Services from time to time; however this shall not adversely affect the quality of any specific Services which Symantec has already expressly agreed to provide to You.

(2) Support Software Tool and Remote Access. During the Services session, Symantec may (i) ask You to install certain support software on Your device by downloading the support software from the Site (ii) ask for Your permission to use the remote assist tool through the Symantec service representative to enable Symantec to remotely access and take control of Your device; (iii) gather system data and modify device settings in order to diagnose or repair a problem; and/or (iv) utilize certain third party support software on Your device, which will be removed upon the completion of the Services session. The support software (including any third party support software) and remote assist tool are owned by Symantec or applicable third party licensors and suppliers and may be collectively referred to as the "Support Software Tool" in the Terms. The Support Software Tool will be used to analyze, diagnose, resolve more difficult problems and/or provide system optimization functions. You may use the Support Software Tool only as part of or for use with the Service and for no other purpose. By electing to receive support, You agree to allow Symantec to use whatever Support Software Tools are deemed necessary to repair Your device, including remote access. You understand that if remote access is used on Your device, there will be no residual software from the remote session; however, there may be a report that opens in a web browser. In the case of some services the technician

may install (with your consent) an application that is designed to continue to provide the customer with some benefit (such as regular scans of the PC) after the end of the service. You also understand that if You elect to install the Support Software Tool on Your device, by downloading the Support Software Tool, You agree to use the Support Software Tool in accordance with the Symantec Support Software Tool Usage Agreement located at <http://www.norton.com/support-tools-terms> (the “Support Software Tool Usage Agreement”). In such case, You shall cease use of the Support Software Tool and remove it from Your device at the end of the Services support session.

Symantec may, but has no obligation to, monitor and record the Services, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You hereby grant permission to Symantec to monitor and record the Services and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request; to provide the Services to You or other users and to enhance the types of Services Symantec may provide to You in the future. You also grant Symantec permission to combine Your information with that of previously anonymized data of others in a way that does not identify You or any individual personally to improve the Services, for training, for marketing and promotional purposes, and for other business purposes.

### (3) Description of Services, Minimum Requirements.

(i) Symantec shall provide the following Services subject to the Terms. Please note that not all Services may be available in Your country.

- One-Time Services are services that are available on a one-time basis, for a fee (“One-Time Service(s)”). These include any of the following Services:
  - Spyware and Virus Removal Service: Symantec’s service representative diagnoses Your device to determine if it is infected by spyware or virus, and removes the spyware or virus found on Your device.
  - Computer Tune Up: Symantec’s service optimizes the performance of Your device that may include removing unneeded files and operating system functions that take up memory, hard disk space, and computing power as well as adjusting settings to improve data processing and web surfing speeds.
  - Norton Ultimate Help Desk (Single Use): Symantec’s service representative will help customers diagnose and address Your device, network and connected peripheral and device related issues.
- Subscription Services are an entitlement to more than one service over a period of time, for a recurring fee (“Subscription Service(s)”). These include any of the following Services:
  - Norton Ultimate Help Desk: Symantec’s service representative will help customers diagnose and address Your device, network and connected peripheral and device related issues based on the features of Your chosen subscription plan.
- Assurance Plans entitle the customer to a service or services and have the same entitlement period as the security product with which they are purchased. These include the following Services:
  - Norton Virus Removal Assurance: Symantec’s service representative diagnoses Your device if it is infected by spyware or a virus, and removes the spyware or virus found on Your device.
  - Norton Virus Removal Assurance (Single Use): Symantec’s service representative diagnoses Your device using remote access to determine if it is infected by spyware or a virus, and removes the spyware or virus found on Your device. You may redeem this service one (1) time during the entitlement of this service as defined at the time of purchase.
- Other Services: Other services which may be provided by Symantec. The applicable refund rights for Other Services not specifically defined above will depend on whether the Service is considered a One-Time Service or a Subscription Service.

(ii) Some devices may not be able to receive the Services even if initial testing showed that Your connection was qualified or Your device’s environment was suitable. To receive the Services, a high speed internet connection is required. The minimum system requirements to receive the Services are as follows:

#### Windows XP 32-bit (Service Pack 3 or later)

- 500 MHz CPU
- 512 MB RAM required
- 500 MB of available hard drive space
- SuperVGA (800x600) or higher resolution video adapter
- You need to log on as an administrator

#### Windows Vista

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- SuperVGA (800x600) or higher resolution video adapter
- You need to log on as an administrator

#### Windows 7

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- SuperVGA (800x600) or higher resolution video adapter
- You need to log on as an administrator

#### Windows 8

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- SuperVGA (800x600) or higher resolution video adapter
- You need to log on as an administrator

#### Windows 10 Home, Pro, Education or Enterprise 1 GHz CPU or faster

- 1 GB (32-bit) or 2GB (64-bit)
- 16 GB (32-bit) or 20 GB (64-bit) of available hard drive space
- Microsoft DirectX 9 graphics device with WDDM 1.0 driver
- 800x600 resolution compatible display
- You need to log on as an administrator

#### Mac®

- Mac OS X 10.5 and above
- At least 512 MB of RAM
- Customer must have administrator level access to the Mac
- Mac must be able to connect to the Internet

#### Android™

- OS version 2.3 or later (must have the Google™ Play app installed)

#### iOS®

- OS version 6 or later

### 1.2. Commercially Reasonable Effort.

(i) Symantec will make every commercially reasonable effort to troubleshoot or fix Your device's problem. For One Time Services and Subscription Services, if Symantec is unable to resolve Your device's problem, You may still be liable for charges for time spent by Symantec's service representative in an attempt to correct a problem depending on the type of service purchased. For Assurance Plans and Spyware and Virus Removal service although

Symantec will use every commercially reasonable effort to fix the issues, both You and Symantec understand and agree that not all viruses can be removed through the Services, and Symantec does not guarantee that it will remove all viruses from device.

(ii) In the course of providing the Services, Symantec may determine that the issue is beyond the scope of the Services. Symantec may use commercially reasonable efforts to refer You to the appropriate alternative resource; however, Symantec will not transfer You directly to an alternate resource. To the extent permitted by applicable law, Symantec reserves the right to refuse, suspend or terminate any of the Services in its sole discretion.

### 1.3. Service Availability for One Time Services and Subscription Services.

(i) In cases where you purchase a service from a country or a region which is not a country where you are located, the Services may not always be available in Your time zone or geographic location. The Services may not always be available due to system maintenance or Internet service disruptions outside the control of Symantec. However, we will endeavor to keep any system maintenance or service disruptions to a minimum. In order to purchase Subscription Services, Your covered device(s) must be virus free (as determined by Us) at the time that You purchase the Subscription Services. If Symantec determines that Your device is infected by a virus, Symantec may require that You purchase a Service to clean Your device prior to obtaining Subscription Services.

(ii) Symantec reserves the right to terminate Your Subscription Service, upon notice, if Symantec determines, in its sole business judgment, that Your Subscription Service is being used (a) fraudulently, (b) maliciously, (c) in breach of these Terms and Conditions, (d) by any person other than You, or (e) for any device or computer system other than a registered system. In the event that Your Subscription Service is terminated by Symantec, Symantec will refund to You a pro rata portion of any fees that You have prepaid for the Subscription Services. Subscription Services may be subject to additional requirements, limitations, and restrictions depending on the subscription level You purchased. Please refer to the Site for information about those restrictions.

## 2. **Your Responsibilities**

2.1. Basic Responsibilities. You agree that You are a legal license holder of the software on Your device and Your use of the internet is solely at Your own risk. By electing to receive the Services, You confirm that You (a) have full access to Your hardware and software that are the basis of the problem, (b) have completed a back-up onto separate media of any software or data on the hardware that may be impacted by the Services and c) You have met the minimum system requirements set forth in Section 1(1.1)(3)(ii) above necessary for Your Service to be delivered. All information that You provide to Symantec must be accurate, including Your name and address, and if applicable, any credit or charge card numbers, expiration dates or any other payment information provided by you to Symantec. You further represent that You authorize Symantec to bill the credit card that You provide to Symantec, for any charges to which you consent.

If Symantec works with You on any password or other access control oriented problems, Symantec strongly recommends that You reset such passwords(s) immediately following the completion of the Services.

2.2. No Transfer. The Services are not transferable. You may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by You.

2.3. Data Backup. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC DOES NOT PROVIDE DATA BACKUP OR RESTORATION SERVICES. HOWEVER, SYMANTEC MAY PROVIDE REASONABLE ASSISTANCE TO ASSIST IN ANY DATA RECOVERY EFFORTS.

SYMANTEC DOES NOT PROVIDE BACKUP COPIES OR SUPPORT INSTALLATION OF UNLICENSED SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE.

THERE MAY BE LIMITED CASES WHERE SYMANTEC MAY ASSIST YOU WITH BACKING UP YOUR DATA PRIOR TO PROVIDING MIGRATION SERVICES. HOWEVER, NOTWITHSTANDING ANYTHING TO

THE CONTRARY, SYMANTEC IS NOT RESPONSIBLE FOR DATA LOSS, DAMAGES OR ANY OTHER KIND OF LOSS WHILE PERFORMING SERVICES OR AS A RESULT OF HAVING PERFORMED SUCH SERVICES WHERE SUCH LOSS OR DAMAGES RESULT FROM THE STORAGE DEVICE OR MEDIA THAT YOU PROVIDE SYMANTEC TO ASSIST YOU IN THE BACKUP OF YOUR DATA. YOU ARE RESPONSIBLE FOR ANY CORRUPT FILES, BACKUP FAILURES AND/OR MALFUNCTIONS IN THE STORAGE DEVICE OR MEDIA THAT YOU PROVIDE SYMANTEC TO ASSIST YOU IN THE BACKUP OF YOUR DATA.

2.4. Activation and Redemption. Depending on the type of Service purchased and whether you purchased it from Symantec or an Authorized Reseller, you are required to redeem your Service(s) within a defined period of time, and prior to redemption, you may be required to activate your service(s) within a defined period of time, as outlined in the Limited Redemption Period and Refund Rights section.

### **3. Charge and Warranty Specific to One-Time Services and Subscription Services**

3.1. One-Time Service. The Services shall be provided on a one-time basis. The term “one-time” means that the service will address a single issue or problem for a customer on Your device and include follow-up consultation upon request within seven (7) days on the same issue or problem.

The Services may not be successful because the problem may be beyond Our ability to resolve remotely. If You have purchased a One-Time Service from Symantec, then the following warranty applies: if Symantec is not able to answer Your question or resolve Your technology problem and You have complied with all of Your obligations in these Terms, Symantec will not charge You a fee for the One-Time Service. If You experience a problem with the resolution Symantec provided and You call Symantec within seven (7) days from the day You originally received the One-Time Service, Symantec will use commercially reasonable efforts to try to resolve Your problem at no additional charge. If those efforts are unsuccessful, Symantec will refund the fees that You paid for the One-Time Service. IF YOU PURCHASED FROM AN AUTHORIZED RESELLER, YOU MAY CONTACT SYMANTEC CUSTOMER SERVICES USING THE DETAILS IN SECTION 6 BELOW FOR INFORMATION ON WHETHER YOUR PURCHASED SERVICE(S) MAY QUALIFY FOR A MONEYBACK REFUND FROM SYMANTEC (LESS SHIPPING, HANDLING AND APPLICABLE TAXES, EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE).

3.2. Subscription Services. For Subscription Services, the applicable fees will depend on the type of subscription that You purchase, and the duration of the subscription. Unless you have purchased a special or trial offer Subscription Service that specifically provides otherwise, a one time upfront fee applies to all Subscription Services.

3.3. Payment for One-Time Services and Subscription Services. The applicable fees for the Services You order may be quoted on the telephone and/or may be available on the Site. The fee for the Services will be charged directly on Your credit card and You agree to pay the charges applicable to Your selected Services, as well as any applicable taxes. For purchases of the Services made by You from Symantec through the Site: (1) You agree that Symantec may charge to Your credit card or other valid payment mechanism requested by You and approved by Symantec all amounts due and owing for Symantec for the Services; (2) Unless otherwise agreed by Symantec in writing, all payments for the Services must be made at the time of purchase prior to receiving any services from Symantec; (3) You agree that Symantec may collect interest at the lesser of 1.5 % per month or the highest amount permitted by law on any amounts not paid when due. Purchases of the Services made by You from a Reseller/Vendor will be subject to terms of sale of the Reseller/Vendor.

By authorizing Symantec to charge Your credit card for Your Subscription Service, You further authorize Symantec to continue to charge Your credit card (or a replacement card, if the credit-issuing entity informs Symantec that a replacement card has been issued) for all fees associated with the Subscription Service, including renewals. You must contact Symantec if You do not wish to renew Your Subscription Service; if You do not contact Symantec, the Subscription Service that You selected will automatically renew for the same subscription duration that You initially selected, at Symantec's then-applicable fees.

3.4. Refund. Any authorized refund will be limited to the amount paid by You and will be subject to the Limited Redemption Period and Refund Rights specific to the type of Service purchased. See section entitled “IMPORTANT NOTICE: LIMITED REDEMPTION PERIOD AND REFUND RIGHTS.”

#### 4. Privacy; Data Protection

When You visit the Site, the Symantec Privacy Policy that is available for review via the “Privacy Policy” link that appears on the Site shall apply. <http://www.symantec.com/about/profile/policies/privacy.jsp>

When You request the Services, the following information will be collected and sent from Your device to Symantec via an Internet connection:

- The information provided by You to Symantec’s service representative over the phone or entered by You into Symantec’s online interface when requesting the Services; and
- The type and version of operating system and Internet browser used by Your device.

During Your Services session, if a Support Software Tool is installed, the following information may be collected from your device by the Support Software Tool and sent to Symantec via secured connection:

- The number of files scanned, threats found, and threats fixed by the Support Software Tool;
- The type of threats found;
- The number and type of threats remaining that have not been fixed by the Support Software Tool;
- Whether a firewall is active;
- Whether antivirus software is installed, running, and up to date;
- Browser information including security and temporary file settings;
- System information related to the operating system, memory and disk space, proxy configuration, and directory listings for the Support Software Tool;
- The security status (good/fair/poor) of the device as determined by the Support Software Tool;
- Active ports, hosts file and network interface settings on the device
- Installed programs and active processes information; and
- Application and Operating System log file information and registry data.

All of the collected information as set out above is necessary for the purpose delivery of the Services including analyzing, diagnosing, resolving the problem You have encountered, and optimizing the functionality of Symantec’s products and services. The 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), but Symantec has taken steps so that the collected information, if transferred, receives an adequate level of protection.

Symantec may disclose the collected information 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. 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.

Full details of Symantec’s privacy policy can be found here:  
<http://www.symantec.com/about/profile/policies/privacy.jsp>

## 5. Other Important Information

5.1. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC MAKES NO WARRANTIES THAT: (I) THE SERVICES AND/OR SITE WILL MEET YOUR REQUIREMENTS; OR (II) THE SERVICES AND/OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SITE WILL BE ACCURATE OR RELIABLE; OR (IV) THE QUALITY OF ANY SERVICES, PRODUCTS, SERVICES OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES AND/OR SITE WILL MEET YOUR EXPECTATIONS; OR (V) ANY ERRORS IN THE SERVICES AND/OR SITE WILL BE CORRECTED; AND (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SERVICES. ANY SUPPORT SOFTWARE TOOL, MATERIALS AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE SUPPORT SOFTWARE TOOL IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY AND PROVIDED IN ACCORDANCE WITH THE SUPPORT SOFTWARE TOOL USAGE AGREEMENT. SYMANTEC DOES NOT WARRANT THIRD PARTY PRODUCTS.

5.2. 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.

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 BE LIABLE TO YOU FOR: (i) ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING LOSS OF OR CORRUPTION TO DATA, LOSS OR DAMAGE TO PROPERTY, LOSS OF PROFITS, LOSS OF REVENUE, WASTED MANAGEMENT AND STAFF TIME ARISING OUT OF THE PROVISION OF SERVICES EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE GREATER OF THE PRICE YOU PAID FOR THE SERVICES OR FIFTY DOLLARS (U.S. \$50.00) OR EQUIVALENT AMOUNT IN THE APPLICABLE CURRENCY. FOR AUSTRALIAN CUSTOMERS ONLY: THE AUSTRALIAN CONSUMER LAW IMPOSES CERTAIN CONSUMER STATUTORY GUARANTEES 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 THE AUSTRALIAN CONSUMER LAW.

5.3. Proprietary Rights. Symantec or its licensors or suppliers retains ownership of all proprietary rights in the Services, the Site, the Support Software Tool, and in all trade names, trademarks and service marks associated or displayed with the Services. You will not remove, deface or obscure any of Symantec's copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Services. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any Support Software Tool with the Services.

5.4. Force Majeure. Symantec shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Symantec's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, lockouts, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, Symantec may be excused from such performance to the extent it is delayed or prevented by such cause.

5.5. Export Regulation. You acknowledge that the Services, Support Software Tool 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. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

5.6 Dispute Resolution. 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 Symantec products and services associated with the Terms (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 the Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this 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 the Terms.

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 the Dispute Resolution section by Symantec (see Section 4.6(B)(e)).

b. Arbitration Proceedings: If You and Symantec do not reach an agreement to resolve the claim within 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 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 the Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the 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 on the basis of 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 US10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which 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 US500 or 10% of the amount awarded, whichever is greater. The arbitrator 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.

c. 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.

d. 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.

e. Modification of Dispute Resolution Section: If Symantec changes this "Dispute Resolution" section after the date You first accepted these Terms, 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 service agreements for Symantec services can be found at <http://www.symantec.com/about/profile/policies/eulas/>.

## 6. General

If You are located in North America or Latin America, the Terms will be governed by the laws of the State of California, United States of America. Otherwise, the Terms will be governed by the laws of England and Wales. Notwithstanding the foregoing, nothing in the Terms will derogate from any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction. The Terms are the entire agreement between You and Symantec relating to the Services and: (i) supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevail over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. The Terms shall terminate immediately upon Your breach of any term contained herein and You shall cease use of the Services. The disclaimers of warranties and damages and limitations on liability set forth in the Terms shall survive termination. Should You have any questions concerning the Terms, or if You desire to contact Symantec for any reason, please write to: (i) Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A., (ii) Symantec Support Services, PO Box 5689, Dublin 15, Ireland, or (iii) Symantec Customer Service, 1 Julius Ave, North Ryde, NSW 2113, Australia, or visit the support page for Your country or region, which can be located at [www.norton.com/support](http://www.norton.com/support).