



Effective Date: August 10, 2018

Welcome to WebPulse Site Review (the “**Site**” which includes, without limitation, any associated forums, blogs, or other informational sites) operated by Symantec Corporation (“**Symantec**” or “**we**”). Unless you have a manually or digitally-signed agreement with Symantec which governs the use of the Site, your use of the Site and the services, information, and content available through the Site are subject to applicable laws and the following Terms of Use (“**TOU**”). Please note that Symantec reserves the right to revise the TOU at any time, without notice to you, by posting an update to this page. Your continued use of the Site following the posting of changes to the TOU will mean you accept those changes.

These TOU supplement, and incorporate by reference, the Symantec Website Terms of Use, available at <https://www.symantec.com/about/legal/terms-of-use> (or its successor URL). Subjects not otherwise addressed in these TOU are governed by Symantec Website Terms of Use.

YOU ACKNOWLEDGE AND AGREE THAT BY BROWSING OR USING THE SERVICES AND/OR INFORMATION AVAILABLE ON OR THROUGH THE SITE, YOU HAVE AGREED TO BE BOUND BY THE TOU.

#### **RIGHT TO ACCESS**

You must be over the age of 13. **If you are under 13 years of age, please do not access or use the Site.**

Users can submit suggestions, comments or other feedback provided by you to Symantec with respect to the Site or URL reviews (the “**Feedback**”) to or through the Site. **By providing Feedback, you are affirming that you are at least 18 years old, an emancipated minor, or possess legal parental or guardian consent**, and are fully able and competent to enter into the terms and conditions of the TOU and that you agree you will comply with the TOU.

#### **FEEDBACK**

You agree that any Feedback shall not be deemed to constitute confidential information of you or impose any confidentiality obligations on Symantec. By providing any Feedback, you grant to Symantec, under your intellectual property rights, a worldwide, perpetual, royalty-free, irrevocable and non-exclusive license, with the right to sublicense to Symantec’s licensees and customers, to use and disclose the Feedback in any manner Symantec chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of Symantec’s and its sublicensees’ products and services embodying such Feedback in any manner and via any media Symantec or its sublicensees choose, without reference or obligation to you. Unless otherwise agreed in writing, Symantec will not use or reference your name in its public use of such Feedback.

## **SITE USAGE**

The term “**Site Content**” means all information, text, pictures, sound, graphics, video, data and other content provided by Symantec, its licensors, and third parties displayed on the Site.

You are authorized to access and use the Site and the related Site Content as set forth in the TOU, provided that: (i) your use of the Site and Site Content as permitted hereunder is solely for your internal business operations; (ii) you will not copy, distribute or transfer any portion of the Site and/or Site Content without Symantec’s prior written approval; (iii) you will not alter, adapt, or otherwise modify any part of the Site and/or Site Content; and (iv) you will otherwise comply in full with the terms and conditions of the TOU.

You must not access or attempt to access the Site through any automated means such as: (i) accessing the Site through the use of scripts, scrapers, bots, spider, web crawlers or a ‘meta search’, or (ii) using any software which sends queries to the Site to obtain Site Content.

The following are examples of activities that you must not engage in nor will you encourage or facilitate others to engage in such activities. These examples are in no way construed as an exhaustive list of prohibited activities:

### **A. No Illegal, Harmful, or Offensive Use or Content**

- To engage in, promote, or encourage activities in violation of any applicable law, regulation, governmental order or decree, legal agreement, or Symantec’s published policies;
- To violate, or encourage violation of the legal rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
- To use, store, share, host, copy, distribute, display, publish, transmit, or send content that is or may be deemed offensive, inflammatory, hateful, infringing, defamatory, discriminatory, obscene, abusive, invasive of privacy, harmful to others, or otherwise objectionable;
- In a way that could harm the Site or impair anyone else’s use of the Site;
- For any unlawful, invasive, defamatory, infringing, or fraudulent purpose;

### **B. No Security Violations**

- To access or probe any network, computer or communications system, software application, or network or computing device systems (each, a “**System**”) without authorization, including, but not limited to, breaches, vulnerability scans, or penetration testing;
- To disable, interfere with, or circumvent any aspect of the Site;
- To breach any security or authentication measures used by a System or the Site;

### **C. No Network Abuse**

- To damage, disable, overburden, or impair the Site or a System;
- To store or transmit any content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware;

- To disable, interfere with, abuse, disrupt, intercept, circumvent, or otherwise violate the security of the Site, or to avoid any use limitations placed on a System;

#### **D. No E-Mail or Other Message Abuse**

- To distribute or facilitate distribution of unwanted, unsolicited or harassing mass e-mails or other messages, promotions, advertising, or solicitations;
- To alter, forge, or obscure mail headers or assume a sender's identity without permission;
- To collect replies to messages sent from another Internet service provider in violation of these TOU or the Internet service provider's policies;

#### **E. No Hazardous Use**

- In any application or in a manner where failure of the Site could lead to the death or serious bodily injury of any person, or severe physical or environmental damage.

### **SECURITY**

You must not violate or attempt to violate the security of the Site. Violations of System or network security may result in civil or criminal liability. Symantec reserves the right to investigate any event or occurrence which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

### **YOUR ACTIVITIES**

You represent that any information you provide to Symantec by means of this Site, including, without limitation, as part of any inquiry, is true, accurate, not misleading and offered in good faith. You are fully responsible for all of your activities relating to the Site and any Feedback you submit, and you must bear all risks regarding the use of the Site and any Site Content.

### **GENERAL INFORMATION**

The TOU constitutes the entire agreement between you and Symantec relating to your use of the Site and Site Content.

The TOU and the relationship between you and Symantec shall be governed by the laws of the California without regard to any conflict of law provisions. You and Symantec agree to the personal and exclusive jurisdiction and venue of the State and Federal courts in California in all disputes arising out of or relating to this TOU, the Site and Site Content. The failure of Symantec to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. Should any part of the TOU be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the TOU had been eliminated.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "*A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.*" YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE ABOVE RELEASE.

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