

## **Norton Secure Login Terms of Service**

The Norton Secure Login service (the "Service") is provided by Symantec Corporation ("Symantec").

By clicking the "I AGREE" or "YES" button or using the Service, you (referenced below as "You" or "Your") agree to be legally bound by the following Terms of Service as well as the Symantec online privacy policy found at <http://www.symantec.com/about/profile/policies/privacy.jsp> and the Symantec website legal notices found at <http://www.symantec.com/about/profile/policies/legal.jsp> (all of which are collectively referred to as the "Terms of Service"). In the case of the latter, You understand and agree that Symantec will treat Your use of the Service as acceptance of these Terms of Service and any applicable policies which may be posted by Symantec from time to time. These Terms of Service only apply to Your use of the Service, except where expressly stated otherwise. Other services provided by Symantec may have their own terms and conditions.

**Written Instructions for Your Credit Profile Access.** You understand that by clicking on the "I AGREE" button immediately following this notice, You are providing "written instructions" to Symantec under the Fair Credit Reporting Act authorizing Symantec to confirm Your identity against Your personal credit profile or other information from Symantec's third party identity-proofing service provider. You authorize Symantec to confirm Your identity and help avoid fraudulent transactions in Your name.

You understand that a Norton Secure Login credential is intended to help You authenticate Yourself to Norton Secure Login Relying Parties (as defined below) and increase the level of security of Your web transactions with these entities. The Norton Secure Login Relying Parties will use the Norton Secure Login credential to verify that You are indeed who You say You are. You acknowledge that the Norton Secure Login credential is not fail proof. "Relying Party" means a participating entity accepting an identity credential issued by the Norton Secure Login Service, for authentication at such entity's website or application.

### **1. LIMITED LICENSE**

Subject to Your acceptance of and compliance with these Terms of Service and any applicable additional policies for the Service as may be updated from time to time, Symantec hereby grants You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, subject to Symantec's intellectual property rights, to access and use the Service during the Term (as defined below).

### **2. NORTON SECURE LOGIN ACCOUNT**

To access and use the Service, You will need to set up a Norton Secure Login Account. When You set up Your Norton Secure Login Account, we prompt You for registration information, such as Your name, email address, country, and account password. You represent and warrant that all of the information that You provide to Symantec in the user registration form is truthful and accurate. If You provide any false, inaccurate, or incomplete information in Your user registration form, Symantec may immediately terminate Your account. You are responsible for keeping Your registration information current and for maintaining the confidentiality of Your Norton Secure Login Account information, including Your password. You agree to immediately notify Symantec of any unauthorized use of any User ID or password. You will be solely responsible and liable for any and all access to and use of the Service (including all activities and transactions) by any person logging in under Your account.

### **3. MODIFICATIONS AND REVISIONS**

#### **Modifications to Services**

Symantec is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which Symantec provides may change from time to time without prior notice to You. As part of this continuing innovation, You acknowledge and agree that Symantec may stop (permanently or temporarily) providing the Service (or any features within the Service) to You or to users generally at Symantec's sole discretion, without prior notice to You. You

may stop using the Service at any time. You do not need to specifically inform Symantec when You stop using the Service. Symantec may, at any time without notice or liability, restrict the use of the Service or limit its availability in order to perform maintenance activities.

### **Modifications to these Terms of Service**

You agree that Symantec may modify these Terms of Service and any other Symantec policies referenced herein, at any time by posting a revised version of the document at issue on the relevant website.

### **Revisions Effective upon Posting**

All revisions to these Terms of Service and any of the other policies shall be effective immediately upon posting of such revisions to the website. It is Your responsibility to check the Symantec.com website pages and the Service's website regularly for changes to these Terms of Service or the other policies, as applicable. By continuing to use or receive the Service after the effective date of any revisions to the Terms of Service or the other policies, You agree to be bound by such revisions.

## **4. TERM AND TERMINATION**

### **Term**

The term of the Service (the "Term") will commence when You agree to these Terms of Service, or any revisions hereto, by taking the actions referenced above and will remain in effect until terminated by You or Symantec in accordance with this section. Depending upon the parameters established by the applicable Relying Party, Your Norton Secure Login credential may have a finite validity period. After this validity period expires, You may be required to enroll for a new Norton Secure Login credential and repeat the Service's identity proofing process.

### **Termination**

You understand that the Service is provided by Symantec as a convenience, but that Symantec may modify, alter, suspend, or discontinue any or all of the Service at any time in its sole discretion. Symantec may suspend or terminate Your access for any reason, including Your failure to comply with these Terms of Service.

## **5. DOWNTIME AND SUSPENSIONS**

In addition to Symantec's right to terminate or suspend the Service to You as described above, You acknowledge that: (i) Your access to and use of the Service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Service for any reason, including as a result of power outages, system failures or other interruptions and at any time; and (ii) Symantec shall be entitled, without any liability to You, to suspend access to any portion or all of the Service at any time: (a) to perform scheduled or unscheduled maintenance or make any modification or improvement to any of the Service; (b) to mitigate the impact of any denial of service attack or other attack on the Service or other event that Symantec determines, in its sole discretion, may pose a risk to the Service, to Symantec's network, to You or to any of Symantec's other customers if the Service were not suspended; or (c) if Symantec determines, in its sole discretion, that any Service is prohibited by law or that it is necessary or prudent to do so for legal or regulatory reasons.

## **6. DATA PROTECTION**

In order to perform the Service, the Service will collect certain personal information, which includes:

- Your name
- Your mailing address
- Your email address
- Your residential and/or cell phone number

- Your social security number
- Your date of birth
- Your credit card number

The collected information set out above (the "Collected Information") is necessary for authenticating Your identity and performance of the Service. Symantec does not store Your date of birth, social security number or credit card information for the purposes of this Service, beyond the period necessary to perform the authentication of Your identity. By using the Service and submitting the Collected Information, You consent to allow Symantec's licensors to use Your Collected Information as required by applicable United States federal, state and/or local laws, rules, regulations, and/or case law decisions governing Symantec's licensors, including updating the data in the federally-regulated database of Symantec's licensor(s) and/or logging inquiries as required by applicable federal, state and/or local laws.

The Collected Information may be transferred to Symantec Corporation, its affiliates and contractors 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 will be stored and processed manually and electronically through global systems and tools for the purposes above. The Collected Information may be accessible by Symantec employees or contractors on a need-to-know basis, to be used exclusively in accordance with the purposes described above. For the same purposes the Collected 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 Service. This means that Symantec may provide documents and information relevant to a court subpoena or to law enforcement or other government investigation. By using the Service, You acknowledge and agree that Symantec may collect, transmit, disclose analyze and, in limited circumstances, store such Collected Information for these purposes.

For any inquiry about the Collected Information or about Symantec's privacy practices, please contact us at [privacy@symantec.com](mailto:privacy@symantec.com).

## **7. EXPORT COMPLIANCE**

### **Export Compliance**

The Service is subject to export controls administered by the United States and other countries. Diversion contrary to U.S. law is strictly prohibited.

You agree to comply with the requirements of the Export Administration Regulations (the "EAR") and all applicable international, national, state, regional and local laws, and regulations, including any applicable import and use restrictions. The Service is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan or to any country subject to applicable trade sanctions, including Afghanistan and Iraq. You agree not to export, or re-export, directly or indirectly, the Service to any country outlined in the EAR, nor to any person or entity on the Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred List, or on the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers, or Specially Designated Terrorists, as revised from time to time.

**USE OR FACILITATION OF SYMANTEC SERVICES 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.**

By using the Service, You are agreeing to the foregoing and all applicable export and import control laws. You are also warranting that You are not under the control of, located in, or a resident or national of any prohibited country or on any lists above. The information on export laws provided herein is not necessarily

complete. For more information on export laws, please contact the U.S. Department of Commerce, Bureau of Industry and Security (the "BIS"). More information on the BIS can be found at: <http://www.bis.doc.gov/>.

## **8. ACCEPTABLE USE AND CONDUCT**

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

(b) You shall be solely responsible for Your conduct related to the Service. You specifically agree that You shall abide by any legislation to which You are subject.

(c) You agree to provide accurate information and to provide all information reasonably requested by Symantec or its licensors.

(d) You will maintain secure possession of Your Norton Secure Login credential. In the event Your password is compromised, or You change Your cell phone registered with the Service, or some other event occurs to compromise the security of Your Norton Secure Login credential, You agree to change Your Norton Secure Login Account password to ensure that only You have access to Your Norton Secure Login credential. In addition, You agree not to let anyone other than You use Your Norton Secure Login credential.

(e) You agree that You will not use the Service:

- in violation of any applicable laws or regulations, or to promote the violation of any applicable laws or regulations;
- to upload, post, or otherwise transmit any content which is obscene, indecent, or pornographic, or which is otherwise objectionable;
- in a fraudulent or deceptive manner;
- to defame, abuse, harass, stalk, threaten or to violate the legal rights of others or to take action which is invasive of the privacy rights of others;
- to attempt to gain unauthorized access to the Service, the accounts of other Service users, or computer systems or networks connected to the Service; or to otherwise interfere with or disrupt the Service or servers or networks connected to the Service;
- for any commercial use, it being understood that the Service is for personal, non-commercial use only;
- if You are under the age of 18 years old.

(f) You further agree that You will not:

- delete the copyright or other proprietary rights on the Service;
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service, features that prevent or restrict use or copying of the Service, or features that enforce limitations on the use of the Service;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- modify, adapt, translate or create derivative works based upon the Service or any part thereof, except

and only to the extent foregoing restriction is expressly prohibited by applicable law.

## **Legal Action**

Symantec reserves the right to investigate and take appropriate legal or other appropriate action without further notice against anyone who violates these Terms of Service, which may include without limitation the blocking of access to the Service.

## **9. INTELLECTUAL PROPERTY**

The Service contains the valuable intellectual property of Symantec and its licensors. You may use such intellectual property as necessary for You to use the Service. However, You receive no other licenses or rights, whether express or implied, in any Symantec intellectual property that You may access through the Service. Nothing in these Terms of Service shall be deemed to convey to You or to any other party any ownership interest in or to intellectual property or data provided in connection with the Service.

## **Trademarks**

The marks "Symantec" and "Norton," either the word marks or the Symantec or Norton Logo, and other related graphics, logos, service marks, and trade names used within the Service are the trademarks of Symantec or its licensors and may not be used without express written permission. Other identifiers that may appear in connection with the Service may be the property of their respective owners.

## **10. INDEMNITY**

You agree to indemnify, defend, and hold harmless Symantec, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, from and against any claim, demand, loss, damages, expenses or other liabilities, including reasonable attorneys' fees, arising out of or relating to (a) Your use or misuse of the Service; (b) Your violation of these Terms of Service; or (c) Your violation of any rights, including without limitation, the intellectual property rights, of a third party.

## **11. DISCLAIMER OF WARRANTIES**

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SYMANTEC AND ITS LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SYMANTEC MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

## **12. LIMITATION OF LIABILITY**

### **Limitation of Liability**

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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL,

INDIRECT, PUNITIVE, INCIDENTAL OR SIMILAR DAMAGES, INCLUDING DAMAGES TO BUSINESS REPUTATION, ANY LOST PROFITS, LOST BUSINESS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE (INCLUDING BUT NOT LIMITED TO TECHNICAL SUPPORT), WHETHER FORSEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SYMANTEC OR ITS LICENSORS HAVAE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL SYMANTEC'S OR ITS LICENSORS' LIABILITY EXCEED THE GREATER OF: (A) THE FEES PAID FOR THE SERVICE OR (B) TWENTY-FIVE DOLLARS (\$25 USD). The disclaimers and limitations set forth above will apply regardless of whether You use the Service or not.

### **13. ARBITRATION**

If You are a U.S. customer, You and Symantec agree that any dispute, claim or controversy arising out of or relating in any way to the Service or these Terms of Service, shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction. 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 these Terms of Service, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that You and Symantec are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Service and/or the termination of Your use of the Service.

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; and (b) set forth the specific amount of damages or other relief sought ("Demand").

If You and Symantec do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, You or Symantec may commence an arbitration proceeding or file a claim in small claims court. You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If You are required to pay a filing fee, Symantec will promptly reimburse You for Your payment of the filing fee after arbitration is commenced. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, 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 of these Terms of Service. 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 the mailing address You provided in Your Notice or, if no address was provided in Your Notice, your billing address on file. 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 U.S. \$10,000, 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 U.S. \$500 or 10% of the amount awarded, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

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, 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 arbitration provision shall be null and void. 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.

#### **14. GENERAL INFORMATION**

##### **Internet Security Risks**

You understand and acknowledge that, as there are inherent security risks on the Internet, You must carefully consider the degree to which You choose to rely on Your Norton Secure Login credential.

##### **Entire Agreement**

These Terms of Service constitute the entire agreement between You and Symantec governing Your use of the Service, superseding any prior agreements, whether written or oral, between You and Symantec regarding the subject matter hereof. You also may be subject to additional and separate terms and conditions that apply when You use or purchase other Symantec products, services, or affiliate services, or third-party content or software.

##### **Governing Law and Jurisdiction**

These Terms of Service shall be governed by the laws of the State of California, United States of America, without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction. In connection with any claims, dispute, controversies, or proceeding arising from or relating to the Service, You agree to submit to the personal and exclusive jurisdiction of the federal courts located within the Northern District of California or the state courts in Santa Clara County, California. Notwithstanding the foregoing, nothing in these Terms of Service will diminish any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction. You and Symantec agree to submit to the jurisdiction of, and You hereby consent to the exercise of jurisdiction over You by, such courts in any such legal action or proceeding.

##### **Waiver**

The failure of Symantec to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, You nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

##### **Severability**

If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

##### **Section Headings**

The section headings in these Terms of Service are for convenience only and have no legal or contractual effect.

**CPS / Norton Secure Login / USE**

**Copyright © 2014 Symantec Corporation. All rights reserved.**