

NortonLive 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 “NORTONLIVE” (ALSO SOMETIMES KNOWN AS “NORTON PREMIUM SERVICES”) YOU SELECTED OR INITIATED ON THE SYMANTEC WEBSITE (“SITE”) OR PURCHASED THROUGH A VENDOR (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. 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 DURING THE 30 DAY REDEMPTION PERIOD AS INDICATED BELOW.

IMPORTANT NOTICE : LIMITED REDEMPTION PERIOD AND REFUND RIGHTS: THE RIGHT TO USE THE SERVICES WILL EXPIRE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF PURCHASE OF THE SERVICES (“REDEMPTION PERIOD”). IF YOU DO NOT USE THE SERVICES WITHIN THE REDEMPTION PERIOD, YOU WILL NOT BE ENTITLED TO USE THE SERVICES. HOWEVER, IN THIS CASE, 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 YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE DURING THE REDEMPTION PERIOD, USING THE CONTACT DETAILS DESCRIBED IN SECTION 6 OF THE TERMS. 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.

1. Services

1.1. Service Overview

(1) Introduction. 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 personal computer 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 personal computer by downloading the support software from the Site and/or (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 personal computer; and/or (iii) utilize certain third party support software on Your personal computer, which will be removed upon the completion of the Premium 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 optimisation 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 as deemed necessary to repair Your personal computer, including remote access. You understand that if remote access is used on Your personal computer, there will be no residual software from the remote session; however, there may be a report created by xml or flash. You also understand that if You elect to install the Support Software Tool on Your computer, 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 www.norton.es/nortonlive-lmi (the “Support Software Tool Usage Agreement”). In such case, You shall cease use of the Support Software Tool and remove it from Your personal computer at the end of the Services support session.

(3) Description of Services, Minimum Requirements.

(i) Symantec shall provide the following Services subject to the Terms.

- Spyware and Removal Service: Symantec’s service representative diagnoses PC if it is infected by spyware or virus, and removes the spyware or virus found in Your personal computer.
- Expert Installation Service: Symantec’s service representative will help customers install and set-up certain consumer products.
- PC Tune-up Service: Symantec’s service representative will help customers improve consumer PC performance.
- PC Jump Start Service: Symantec’s service representative will help customers install, set up Norton software applications, and improve PC Performance.
- PC Checkup: Symantec’s software application diagnoses PC if it is infected by spyware or virus and provides tips and recommendations to remove spyware or virus.
- Other Services: Other services which may be provided by Symantec.

(ii) Some personal computers may not be able to receive the Services even if initial testing showed that Your connection was qualified or Your personal computer 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 2 or later) Professional, Home Edition, or Media Center 2005

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

Windows Vista 32-bit or 64-bit (all Service Packs) Home Basic, Home Premium, Business, or Ultimate

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

Windows 7 32-bit or 64-bit (all Service Packs) Home Basic, Home Premium, Business, or Ultimate

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

1.2. Commercially Reasonable Effort.

(i) Symantec will make every commercially reasonable effort to troubleshoot or fix Your personal computer problem. If Symantec is unable to resolve Your personal computer problem, You will still be liable for charges for time spent by Symantec's service representative in an attempt to correct a problem.

(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.

2. **Your Responsibilities**

2.1 Basic Responsibilities. You agree that You are a legal licence holder of the software on Your personal computer and Your use of the Services and 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, and (b) have completed a back-up onto separate media of any software or data on the hardware that may be impacted by the Services. 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 authorise Symantec to bill the credit card that You provide to Symantec, for any charges to which you consent.

2.2. Liability Release. To the extent permitted by applicable law, Symantec will have no liability for loss of or recovery of data, programs, or loss of use of systems(s) or networks arising out of the Services or any act or omission, including negligence, by Symantec and/or its representatives. 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.

2.3. 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.

3. **Charge; Refund**

3.1 One Time Service. The Services shall be provided for 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 personal computer and include follow-up consultation upon request within seven (7) days on the same issue or problem.

3.2. Refund. Any refund will be limited to the amount paid by You.

3.3. Missed Appointments. If You schedule an appointment with a Symantec service representative on a particular day and time and You do not contact Symantec a minimum of two (2) hours prior to Your appointment to cancel or otherwise reschedule Your appointment, You will be charged, at Symantec's option, a twenty-five dollar (U.S. \$25.00) (or equivalent amount in the applicable currency) missed appointment fee.

3.4 Payment for the Services. 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.

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.

When You request the Services, the following information will be collected and sent from Your personal computer 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 personal computer.

During Your Services session, if a Support Software Tool is installed, the following information may be collected from your computer 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 computer as determined by the Support Software Tool;
- Installed programs and active processes information; and
- Application 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 analysing, 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

organisations and other security software vendors. Symantec may also use statistics derived from the information to track and publish reports on security risk trends.

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, 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; (II) THE SERVICES AND/OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SITE WILL BE ACCURATE OR RELIABLE; (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; AND (V) ANY ERRORS IN THE SERVICES AND/OR SITE WILL BE CORRECTED. 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 ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA 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.

5.3. Proprietary Rights. Symantec 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 licence 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.

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 <http://www.symantec.com/globalsites/index.jsp>.