

**TERMS AND CONDITIONS
FOR
NORTON VIRUS PROTECTION PROMISE**

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 A SERVICE ENTITLED "NORTON VIRUS PROTECTION PROMISE" ("SERVICE(S)") YOU SELECTED OR INITIATED VIA THE SYMANTEC WEBSITE ("SITE"). THE SERVICE GIVES YOU 24/7 ACCESS TO SYMANTEC'S HANDS-ON NORTONLIVE EXPERTS. 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: (A) CLICK THE "CANCEL" OR OTHER SIMILAR BUTTON, OR OTHERWISE INDICATE REFUSAL; AND (B) NOT USE THE SERVICES AND CONTACT SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN THE APPLICABLE LICENSE AGREEMENT.

IMPORTANT NOTICE - LIMITED REDEMPTION PERIOD: THE RIGHT TO USE THE SERVICES: (A) SHALL BEGIN ON THE DATE YOU PURCHASED YOUR NORTON SUBSCRIPTION WHICH INCLUDES THE SERVICE AND SHALL LAST FOR THE PERIOD OF TIME SET FORTH IN THE DOCUMENTATION OF THE PURCHASED NORTON SUBSCRIPTION AND (B) MAY ONLY BE USED IN CONNECTION WITH YOUR DEVICE(S) ON WHICH THE PURCHASED NORTON SUBSCRIPTION IS INSTALLED. 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.

Norton Virus Protection Promise

Virus Protection Promise includes a virus removal service provided by a Symantec service representative. In the unlikely event that Symantec is unable to remove the virus from your device, You may be entitled to a refund of the Norton subscription or Norton bundle (as applicable). In order to be entitled for a refund, the following terms and condition apply:

- (a) You must purchase, renew, or upgrade your Norton subscription directly from Norton.com, or subscribe to the Norton Automatic Renewal Service online;
- (b) Your refund will be a full refund based on the actual price paid for your current Norton subscription term. If you purchased a Norton bundle (defined as Norton subscriptions and/or Norton services), your refund will be based on the actual price paid for the term of your current Norton bundle. Or, if your bundled purchase contains a Norton subscription with a non-Norton subscription/product, your refund will be limited to the MSRP of your Norton subscription for the current term, not to exceed the total price paid for that bundle. The refund will be net of any discounts or refunds received and less any shipping, handling and any applicable taxes, except in certain states and countries where shipping, handling and taxes are refundable;
- (c) If You have purchased the Norton subscription from a retailer, proof of purchase is required;
- (d) You must have the purchased Norton subscription installed and activated on Your device prior to the time it being infected by viruses;

- (e) Symantec is not responsible for, and the refund DOES NOT apply to any loss or damage(s) incurred as a result of viruses; and
- (f) Applicable law or regulation(s) of the country in which the virus removal service will be performed may limit or alter the availability or scope of the Virus Protection Promise.

For avoidance of doubt, the Virus Protection Promise does not apply to devices with standalone Norton Family installed.

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

1. Services

1.1. Service Overview

(1) Introduction. Symantec shall provide the Services as set forth in the Terms and on the sole basis that Your use of the Services will be non-commercial. Symantec's service representative will attempt to provide to You the Services over the telephone, through a live chat session on Your device, or by email. 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 a Services session, Symantec may (i) ask You to install certain support software on Your device 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 device; and/or (iii) 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 as deemed necessary to repair Your device, including remote access. You understand that if remote access is used, there will be no residual software from the Services 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 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 ftp://ftp.symantec.com/public/english_us_canada/premium_services/Support_Tool_EULA.pdf (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 session.

Symantec may, but has no obligation to, monitor and record Services sessions, 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 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. 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. Symantec shall provide the Service subject to You meeting the following minimum system requirements:

Windows XP 32-Bit (Service Pack 2 or later) Professional, Home Edition or Media Center 2005

- 500 MHz CPU
- 512 MB RAM
- 500 MB of available hard drive space
- Super VGA (800 x 600) 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 (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) 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 (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows 8 32-bit (all Service Packs) Home Basic, Home Premium, Business or Ultimate

- 1 GHz CPU
- 512 MB RAM required (1 GB recommended)
- 500 MB (32-bit) or 850 MB (64-bit) of available hard drive space
- Super VGA (800 x 600) or higher resolution (video adapter)
- You need to log on as an administrator

Windows 10 (all Service Packs) Home or Pro

- 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® Requirements

- Mac OS X 10.5, 10.7, 10.8 and 10.9
- At least 256 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) While Symantec will make every commercially reasonable effort to perform the Services, 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 Your device(s).

(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 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, 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 and full, 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 or debit card (as the case may be) 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. **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 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 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;
- 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 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>

4. Other Important Information

4.1. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SAVE FOR THE WARRANTY IN SECTION 1.2 ABOVE, SYMANTEC EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC ADDITIONALLY 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, SUBSCRIPTIONS, PRODUCTS OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES AND/OR SITE WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE SERVICES AND/OR SITE WILL BE CORRECTED; (VI) ALL VIRUSES WILL BE REMOVED THROUGH THE SERVICES; OR (VII) IN RELATION TO THE PAYMENT OF THE REFUND, THE TIMELINESS OF SUCH PAYMENT WILL MEET YOUR EXPECTATIONS. 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.

4.2. 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 (A) ANY LOST PROFITS OR LOST DATA

ARISING OUT OF THE PROVISION OF SERVICES, (B) ANY LOSS OF USE OR LACK OF AVAILABILITY OF COMPUTING DEVICES, FAILED MESSAGES OR TRANSMISSION ERRORS ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR (C) ANY SPECIAL CONSEQUENTIAL, INDIRECT OR SIMILAR LOSS OR DAMAGE(S), EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE(S). 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.

4.3. 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.

4.4. 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 (whether declared or not), riot, embargoes, acts of civil or military authorities, terrorist attack or threat of terrorist attack, fire, floods, accidents, strikes, lockouts, failure of public or private telecommunications networks and infrastructure, 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.

4.5. 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 Norton subscriptions are 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. 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 the Terms, including but not limited to: breach of your Basic Responsibilities, including payment and non-transfer obligations, under Section 2.1 or 2.3 herein, and/or breach of Symantec's proprietary rights, or applicable import and export laws under Sections 4.3 or 4.5 herein, and You shall immediately 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, as specified in the applicable License Agreement: (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, Level 24, 207 Kent Street Sydney NSW 2000, Australia, or visit the support page for Your country or region, which can be located at <http://www.symantec.com/globalsites/index.jsp>. Symantec will not file a copy of the Terms.