

## Symantec Norton Premium 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 SYMANTEC NORTON PREMIUM SERVICES WHICH YOU SELECTED OR INITIATED ON THE SYMANTEC WEBSITE (“SITE”) OR PURCHASED THROUGH A VENDOR (THE “PREMIUM SERVICES”). IF YOU ARE LOCATED IN THE AMERICAS, “SYMANTEC” MEANS SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN, “SYMANTEC” MEANS SYMANTEC ASIA PACIFIC PTE LTD, OR IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA, “SYMANTEC” MEANS SYMANTEC LIMITED. “YOU” OR “YOUR” REFERS TO THE INDIVIDUAL WHO IS UTILISING THE PREMIUM 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 PREMIUM SERVICES, PLEASE READ THE TERMS BELOW CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS, THEN SYMANTEC IS UNWILLING TO PROVIDE THE PREMIUM SERVICES TO YOU, IN WHICH CASE YOU SHOULD CLICK THE “CANCEL” OR OTHER SIMILAR BUTTON, OR OTHERWISE INDICATE REFUSAL AND NOT USE THE PREMIUM SERVICES AND CONTACT YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 6 OF THE TERMS, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE PREMIUM SERVICES (LESS SHIPPING, HANDLING, AND ANY APPLICABLE TAXES EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING, AND TAXES ARE REFUNDABLE) AT ANY TIME DURING THE SIXTY (60) DAY PERIOD FOLLOWING THE DATE OF PURCHASE. BY CLICKING ON THE “I ACCEPT,” OR “I AGREE” BUTTON OR BY YOUR USE OF THE PREMIUM SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED AND CONSENTED TO BE BOUND BY THE TERMS.

### 1. Premium Services

#### 1.1. Premium Service Overview

(1) Introduction. Symantec shall provide the Premium Services as set forth in the Terms. Symantec’s service representative will attempt to provide to You the Premium Services over the telephone, through a live chat session on Your personal computer or by email. Symantec may, at its discretion, modify the features or descriptions of the Premium Services from time to time.

(2) Support Software Tool and Remote Access. During the Premium 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. Both the support software and remote assist tool are owned by Symantec or its 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 Premium 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 [http://www.symantec.com/about/profile/policies/eulas/adobe/ssst\\_en.jsp](http://www.symantec.com/about/profile/policies/eulas/adobe/ssst_en.jsp) (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 Premium Services support session.

(3) Description of Premium Services, Minimum Requirements.

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

Premium Service	Description of Service
Norton Spyware and Removal	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.
Norton Expert Install	Symantec’s service representative will help customers install and set-up certain consumer products. The most current list of the supported products is listed at <a href="http://www.symantec.com/norton/support/premium_services/">http://www.symantec.com/norton/support/premium_services/</a> and may, at Symantec’s discretion, be updated from time to time without prior notice.
PC Tune-up	Symantec’s service representative will help customers improve consumer PC performance.
PC Jumpstart	Symantec’s service representative will help customers install, set up Norton software applications, and improve PC Performance.
Other Services	Other services which may be provided by Symantec.

(ii) Some personal computers may not be able to receive the Premium Services even if initial testing showed that Your connection was qualified or Your personal computer environment was suitable. To receive the Premium Services, a high speed internet connection is highly recommended. The minimum system requirements to receive the Premium Services are as follows.

- Windows Internet Explorer 6.0 or higher
- High Speed Internet Connection (Highly Recommended)
- 800MHz CPU
- 256 MB RAM
- 500MB available hard disk space

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 Premium Services, Symantec may determine that the issue is beyond the scope of the Premium 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. Symantec reserves the right to refuse, suspend or terminate any of the Premium 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 Premium Services and the internet is solely at Your own risk. To receive the Premium Services, You must 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 of any software or data that may be impacted by the Premium 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. 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 Premium 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 Premium Services.

2.3. No Transfer. The Premium Services are not transferable. You may not use the Premium 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 Premium 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.

## **4. Privacy; Data Protection**

When You request the Premium 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 Premium Services; and
- The type and version of operating system and Internet browser used by Your personal computer;

During Your Premium 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.

The collected information as set out above is necessary for the purpose delivery of the Premium 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 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. SYMANTEC MAKES NO WARRANTIES THAT: (I) THE PREMIUM SERVICES AND/OR SITE WILL MEET YOUR REQUIREMENTS; (II) THE PREMIUM SERVICES AND/OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PREMIUM SERVICES AND/OR SITE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PREMIUM SERVICES, PRODUCTS, SERVICES OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE PREMIUM SERVICES AND/OR SITE WILL MEET YOUR EXPECTATIONS; AND (V) ANY ERRORS IN THE PREMIUM 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 PREMIUM 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 PREMIUM 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 PREMIUM SERVICES OR NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (U.S. \$99.95) OR EQUIVALENT AMOUNT IN THE APPLICABLE CURRENCY.

5.3. Proprietary Rights. Symantec retains ownership of all proprietary rights in the Premium Services, the Site, the Support Software Tool, and in all trade names, trademarks and service marks associated or displayed with the Premium 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 Premium Services. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any Support Software Tool with the Premium 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 Premium 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 Premium 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 Premium 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>. Symantec may change or update the Terms at any time by posting modified terms on the Site. You can review the most recent version of the Terms at anytime on the Site and it is Your responsibility to routinely review the Terms.

