

**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. BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH SYMANTEC THROUGH SMALL CLAIMS COURTS OR THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 4.6 BELOW). "SYMANTEC" MEANS SYMANTEC CORPORATION, USA, "YOU" OR "YOUR" REFERS TO THE INDIVIDUAL WHO IS UTILIZING 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 AND REFUND RIGHTS:

- **IF YOU HAVE ACQUIRED THE SERVICES THROUGH AN ONLINE PURCHASE VIA NORTON.COM, THEN THE RIGHT TO USE THE SERVICES 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.**
- **IF YOU HAVE ACQUIRED THE SERVICES THROUGH YOUR ENROLLMENT IN NORTON AUTOMATIC RENEWAL SERVICE, THEN THE RIGHT TO USE THE SERVICES SHALL BEGIN ON THE DATE OF YOUR ENROLLMENT AND SHALL LAST FOR THE DURATION OF YOUR THEN CURRENT NORTON SUBSCRIPTION OR UNTIL YOU CANCEL YOUR ENROLLMENT IN NORTON AUTOMATIC RENEWAL SERVICE, WHICHEVER OCCURS EARLIER.**

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.

Norton Virus Protection Promise

Virus Protection Promise includes a virus removal service provided by a Norton expert and may come with the following qualifying Norton subscriptions: Norton Security (Standard, Deluxe, Premium), Norton Core Security Plus, Norton Small Business, Norton Internet Security, Norton AntiVirus, Norton 360 and Norton 360 Multi-Device. In the unlikely event that we are unable to remove the virus from Your PC, Mac, Android and/or iOS device, You may be entitled to a refund of the Norton subscription. In order to be entitled for a refund, the following terms and conditions apply:

- (a) Except if You are a Norton Small Business subscriber, You must purchase, renew, or upgrade Your qualifying Norton subscription directly from Norton.com, or subscribe to the Norton Automatic Renewal Service with Your qualifying Norton subscription;
- (b) Your claim for service must be requested during the then-current term of your qualifying Norton subscription;
- (c) If You are a subscriber to Norton Core Security Plus, the Virus Protection Promise and its related refund claims only cover Your devices, specifically PCs, Macs, Android and/or iOS devices, and do not extend to IoT (Internet of Things) devices and/or appliances such as televisions, cameras, thermostats, refrigerators and baby monitors;
- (d) Unless otherwise specified below, Your refund will be based on the actual price paid for the current term of Your qualifying Norton subscription. If You purchase a Norton bundle (a qualifying Norton subscription purchased with another Norton offering), Your refund will be limited to the Manufacturer's Suggested Retail Price (MSRP) of Your qualifying Norton subscription for the current term, not to exceed the total bundled price paid. Or, if Your bundled purchase contains a qualifying Norton subscription with a non-Norton product, Your refund will be limited to the Manufacturer's Suggested Retail Price (MSRP) of only Your Norton qualifying subscription for the current term, not to exceed the total bundled price paid. If Virus Protection Promise was included as part of Your one year, complimentary subscription to Norton Core Security Plus when purchasing Norton Core, there is no refund. However, if You purchased an original qualifying Norton subscription and its current term is added to your complimentary Norton Core Security Plus subscription term as part of an upgrade offer, Your refund will be based on the actual price paid for the last term of Your original qualifying Norton subscription.

All refunds 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;

- (e) If a refund is issued, You can choose to either (1) cancel your subscription and we will waive any applicable early termination fees for the then-current subscription term, or (2) maintain Your subscription service and continue paying for the remainder of the term (if applicable) and any subsequent renewal terms (unless you later elect to cancel automatic renewal so that Your then-current subscription term does not auto renew);
- (f) If You have purchased the Norton subscription from a retailer, proof of purchase is required;
- (g) Symantec is not responsible for, and the refund DOES NOT apply to any loss or damage(s) incurred as a result of viruses; and
- (h) 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.

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 on Your device, 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](http://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 3 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.

4.6. Dispute Resolution. Symantec believes that most disagreements can be resolved informally and efficiently by contacting Symantec customer support. If You are a U.S. customer, and the dispute is not resolved through Symantec customer support, You and Symantec agree that any such dispute, claim or controversy arising out of or relating in any way to the Symantec products and services associated with the Terms (a "Claim"), shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction as follows:

A. **Small Claims Court**: You may elect to litigate your Claim in small claims court if all the requirements of the small claims court are satisfied, including any limitations on jurisdiction and the amount at issue in the dispute. You agree to bring a Claim in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.

B. **Arbitration**: 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 the Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this 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 the Terms.

a. **Notice of Claim**: 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; (b) set forth the specific amount of damages or other relief sought ("Demand"); and (c) whether You reject any subsequent modification of the Dispute Resolution section by Symantec (see Section 4.6(B)(e)).

b. Arbitration Proceedings: If You and Symantec do not reach an agreement to resolve the claim within 30 days after the Notice of Claim is received, You or Symantec may commence an arbitration proceeding (or, alternatively, file a claim in small claims court). You may download or copy a form notice and a form to initiate arbitration at www.adr.org. The arbitration will be governed by the Consumer or Commercial Arbitration Rules, as appropriate, of the American Arbitration Association ("AAA") (collectively, the "AAA Rules"), as modified by the Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the Terms. 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 Your residence or of the mailing address You provided in Your Notice of Claim. 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 US\$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 US\$500 or 10% of the amount awarded, whichever is greater. 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.

c. Arbitration Fees: If Your claim for damages does not exceed \$10,000, Symantec will pay all fees imposed by the AAA to conduct the arbitration, including reimbursement of Your initial filing fee, unless the arbitrator finds that either the substance of Your claim or the relief sought in Your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If Your claim for damages exceeds \$10,000, standard AAA Rules will govern the payment of all AAA fees, including filing, administration and arbitrator fees.

d. Class Action Waiver: **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, if You have elected arbitration, 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 Dispute Resolution section shall be null and void.

e. Modification of Dispute Resolution Section: If Symantec changes this "Dispute Resolution" section after the date You first accepted these Terms, and You have not otherwise affirmatively agreed to such changes, You may reject any such change by so stating within Your Notice of Claim. By failing to reject any changes to this Dispute Resolution section in Your Notice of Claim, You agree to resolve any Claim between You and Symantec in accordance with the terms of the Dispute Resolution section in effect as of the date of Your Notice of Claim. Current versions of service agreements for Symantec services can be found at <http://www.symantec.com/about/profile/policies/eulas/>.

5. General

A. Governing Law. The Terms will be governed by the laws of the State of California, United States of America.

B. Entire Agreement. 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: (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.

USE VPP Terms/estore ACQ 7.0