

## **NORTON ONLINE BACKUP TERMS OF SERVICE AGREEMENT**

**IMPORTANT:** PLEASE READ THESE TERMS OF SERVICE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE USING THE NORTON ONLINE BACKUP SOFTWARE AND SERVICES (COLLECTIVELY, THE "SERVICE"). SYMANTEC CORPORATION, IF YOU ARE LOCATED IN THE AMERICAS; OR SYMANTEC ASIA PACIFIC PTE LTD, IF YOU ARE LOCATED IN THE ASIA PACIFIC RIM OR JAPAN; OR SYMANTEC LIMITED, IF YOU ARE LOCATED IN EUROPE, THE MIDDLE EAST OR AFRICA ("SYMANTEC") IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ALSO APPLY TO ANY UPDATES, SUPPLEMENTS, INTERNET-BASED SERVICES, AND SUPPORT SERVICES FOR THE SOFTWARE OR SERVICES PROVIDED BY SYMANTEC, UNLESS OTHER TERMS ACCOMPANY THOSE ITEMS. IF SO, THOSE TERMS APPLY. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE AND SERVICES. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SYMANTEC. BY CHECKING THE BOX THAT YOU AGREE TO THE TERMS OR BY CLICKING THE "I AGREE" OR "YES" BUTTON OR USING THE SERVICE OR INSTALLING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" BUTTON AND DO NOT USE THE SERVICE OR INSTALL THE SOFTWARE, AND CONTACT YOUR VENDOR OR SYMANTEC CUSTOMER SERVICE, USING THE CONTACT DETAILS IN SECTION 16 OF THIS TERMS OF SERVICE AGREEMENT, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE SERVICE (LESS ANY 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.

### **1. Service Description.**

The Service provides the capability to store and retrieve Your files and other data ("Data") on Symantec's system via the Internet during the Service Period (defined below), subject to the amount of online backup space provided with Your Service and/or which You additionally purchase. The Service also gives You the ability to access and manage Your Data from any computer via a supported Internet browser. Symantec will provide to You the amount of back-up space that is mutually agreed upon at the time You order the Service. It is Your responsibility to routinely back-up Your Data. If You choose to use the Service, You must complete the activation process within the Service. The Service is an Internet control product that consists of client software ("Software") installed on Your personal computer that interacts with Symantec servers. The client software on Your personal computer connects to a server network infrastructure that is deployed on the internet and operated as a managed service by Symantec and other service providers.

All or portions of the Service provided hereunder may be provided by a third-party provider, including but not limited to, the storage of Data backed up via the Service as well as credit card processing. By accepting these Terms of Service, You consent to the provision of all or any portion of the Service by such third-party provider; and You understand and agree that payment may be collected from You through a third party credit card processor. You agree that the payment and credit card processing services, and any of Your personally identifiable information required for payment and credit card processing services, may be transferred from such third party to Symantec at any time.

**2. Service Period.** You will have certain rights to use the Software and access the Service during the Service Period. The "Service Period" shall begin on the date of Your activation of the Service or at the time of Your purchase of the Service, and shall last for the period of time set forth in the documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Software or Service.

### 3. Your Responsibilities.

(a) Norton Account. A current Symantec Norton Account (“Norton Account”) is required to access and use the Service. If You do not have a Norton Account, You must complete the applicable registration process to create a Norton Account in order to use the Service. You are entirely responsible for maintaining the confidentiality of Your Norton Account password.

(b) Communication Connections; Service Availability. You are solely responsible for acquiring and maintaining the Internet or telecommunications services and devices required to access and/or use the Service. The Service is provided “as is” and “as available” and Symantec shall not be liable for any downtime of the Service due to reasonable scheduled maintenance, maintenance for critical issues or forces beyond the reasonable control of Symantec.

(c) User Conduct and Responsibility; Compliance with Applicable Laws. Use of the Service (including the transmission of any Data You choose to store through the Service) is subject to all applicable local, state, national and international laws and regulations, including but not limited to the United States export laws. You agree to comply with such applicable laws and regulations and not to (a) use the Service for illegal purposes, (b) transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy; (c) transmit or store Data belonging to another party without first obtaining all consents required by law from the Data owner for transmission of the Data to Symantec for storage within the United States; (d) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs; (e) interfere with or disrupt servers or networks connected to the Service; or (f) attempt to gain unauthorized access to the Service, the accounts of other Service users, or computer systems or networks connected to the Service.

(d) No Resale or Commercial Use of the Service. Your right to use the Service is personal to You. You agree not to resell or make any commercial use of the Service.

(e) Storage and Other Limitations. Symantec assumes no responsibility for the deletion or failure to store Data. Symantec retains the right, at Symantec's sole discretion, to determine whether or not Your conduct is consistent with the terms of this Agreement and may terminate Your access to the Service if Your conduct is found to be in violation of the terms of this Agreement.

The foregoing obligations regarding use of the Service apply to all use of the Service. You are solely responsible for the use of the Service, and the Data transmitted or stored through the Service, in connection with Your Norton Account.

4. Service Fees and Payment. All fees for the Service are charged automatically in advance using the payment method You provide when You activate the Service. If You provide Your credit card information, You authorize Symantec to automatically charge Your credit card for charges that apply to Your account. Fees are billed monthly or annually in advance and are subject to change. You will provide all information necessary for Symantec to bill for the Service. You affirm that the information You supply is correct and complete and will promptly notify Symantec whenever Your personal or billing information changes. Specifically, if You elect to pay by credit card, You are responsible for directly updating, or notifying Symantec of any changes to Your credit card (including, but not limited to card number, expiration date, billing address or card status).

If You upgrade Your Service during an existing subscription term, You will be billed in full, in advance for the new Service. Any remainder of the prior pre-paid subscription may not be refunded.

If, at any time, the Service fee is declined or otherwise rejected by Your bank or credit card company or You otherwise fail to pay for the Service, Symantec may immediately suspend Your account until You provide a valid payment method and pay any past due amounts. You will have thirty (30) days to contact Symantec and update Your payment method and have Your account reactivated. If no action is taken, Symantec may terminate Your account and Your Data may be

purged immediately. In order to reactivate Your account, You will be charged any past due amounts and any fees incurred by Symantec for rejected payments. You may also be billed in advance for ongoing Service as described above.

5. Software, Installation, and Use. The Service include personal computer desktop software and access to related Internet services, including but not limited to data storage, backup and restore.

(a) Symantec hereby grants You a nonexclusive, nontransferable license to use the Software and access the Service solely in accordance with the terms and conditions of this Agreement. You may install the Software on the number of computers that are specified within the documentation or the applicable transaction documentation from the authorized distributor or reseller from which You obtained the Service, You may use the Software in accordance with such specifications, each of which will be referred to as a licensed computer.

(b) You must agree to provide Symantec with accurate and truthful registration information, including, but not limited to, Your name, address, telephone number, and email address to keep Your registration information current during the Service Period as defined below.

(c) Symantec may at any time without notice or liability restrict the use of the Software and Service or limit its availability in order to perform maintenance activities.

6. Scope of License.

(a) The client Software and access to the Service is licensed, not sold. Symantec shall retain all right, title and interest in the Software and Service, including without limitation all intellectual property rights embodied therein. You do not acquire any rights, express or implied, in the Software and Service, other than those specified in this Agreement.

(b) You may not, nor may You permit any other person to:

- sublicense, rent or lease any portion of the Service;
- reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software or Service;
- use the Service as part of a facility management, timesharing, service provider or service bureau arrangement; or

(c) You may not use the Software or the Service to upload, transmit, or transfer any data, information, materials, or content to Symantec or any third party other than transmissions or transfers of information necessary for the intended use of the Software and Service. You also agree not to use the Software or Service for any unlawful or improper purpose.

7. Termination; Suspension. Your right to use the Service shall terminate upon expiration of the Service Period. In addition, Symantec may, at its sole discretion, immediately suspend or terminate use of the Service during the Service Period for failure or suspected failure to comply with these terms and conditions or any other misuse or suspected misuse of the Service. Following the expiration or termination of the Service Period:

- Data stored to the online backup space provided with Your Service will be at risk of being purged;
- Symantec shall not be obligated to maintain such Data, forward such Data to You or a third party, or migrate such Data to another backup service or account; and
- You will not be able to store Data to any additional backup space that You may have purchased separately unless and until the Service Period is renewed.

8. Changes to the Service. You shall have the right to receive new features to the Software and Service as Symantec, in its sole discretion, makes such features available during Your Service Period. Symantec continually strives to improve the usability and performance of its products and services. In order to optimize the Software and Service Symantec may, at its discretion and without notice, add, modify or remove features from the Software or Service at any time. In such

event, You may be required to upgrade to the latest version of the Software in order for the Service to continue to function correctly.

You agree that Symantec may, in its sole discretion and from time to time, establish or amend general operating practices to maximize the operation and availability of the Service and to prevent abuses. As part of these practices, Symantec reserves the right to monitor Symantec systems to identify excessive consumption of network or storage resources and to take such technical and other remedies as we deem appropriate. Your consumption of the Service may be deemed excessive if, within any month, Your usage greatly exceeds the average level of monthly usage of Symantec's customers, generally. In the event You are deemed to have violated this policy, Symantec reserves the right to offer an alternative pricing plan that will permit You to continue to use the Service. Although violations of this policy have been infrequent, Symantec nevertheless reserves the right to terminate or suspend Your license and any license to use the Software or Service.

#### 9. Privacy; Data Protection.

From time to time, depending on the settings for the Service, the Software and Service will collect certain information from You and the end users who use the computer on which the Software is installed (collectively, the "End Users").

The collected information is necessary for the purpose of delivering the functionality of the Software and Service and will be encrypted and transferred to Symantec so that it may be monitored by You; however, Symantec will not read such information or online communications.

From time to time, the Software and Service may collect certain information from Your computer, which may include:

- Information regarding installation of the Software. This information indicates to Symantec whether installation of the Software was successfully completed and is collected by Symantec for the purpose of evaluating and improving Symantec's product installation success rate. This information will not be correlated with any personally identifiable information.
- The name given, during initial setup, to the computer on which the Software is being installed. If collected, the name will be used by Symantec as an account name for such computer under which You may elect to receive additional services and/or under which You may use certain features of the Software. You may change the account name at any time after installation of the Software (recommended).
- Other general, statistical information used for product administration and analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

Symantec reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Software. This means that Symantec may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation. In order to promote awareness, detection and prevention of Internet security risks, Symantec may share certain anonymous security 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. By using the Service, You acknowledge and agree that Symantec may collect, transmit, store, disclose and analyze such information for these purposes.

In addition, any Data that You transmit or store through the Service will be transferred to and stored in servers located in countries that may have less protective data protection laws than the country in which You are located (including without limitation the United States). If You have any questions about how Your Data is being handled, please contact Symantec Customer Service using the contact details in Section 16.

Symantec has no obligation to monitor use of the Service and/or Data transmitted or stored through the Service. However, Symantec reserves the right at all times to monitor, review, retain

and/or disclose any Data or other information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to investigate any use or suspected misuse of the Service.

10. **DISCLAIMER OF WARRANTY.** THE SOFTWARE AND SERVICE AND ANY THIRD PARTY SOFTWARE OR SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. SYMANTEC AND ITS LICENSORS PROVIDE THE SERVICE WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE, INCLUDING THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. SYMANTEC AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ADVICE OR INFORMATION GIVEN BY SYMANTEC, ITS LICENSORS, AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THIS AGREEMENT OR CREATE ANY WARRANTY. SYMANTEC IS NOT RESPONSIBLE FOR DEFAACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. SYMANTEC TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. SYMANTEC AND ITS LICENSORS MAKE NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

11. **LIMITATION OF LIABILITY.**

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE. SYMANTEC AND ITS LICENSORS EXERCISE NO CONTROL OVER AND DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT OR DATA CREATED OR ACCESSIBLE USING THE SERVICE. YOU AGREE NOT TO USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.

(b) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS OR DAMAGE, SYMANTEC, ITS LICENSORS, AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OR DESTRUCTION OF CONTENT, INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE OR SOFTWARE.

(c) WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL CHARGES PAID BY YOU TO SYMANTEC FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. SYMANTECS TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES PAID BY YOU TO SYMANTEC UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) SYMANTEC AND ITS LICENSORS DISCLAIM ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

12. INDEMNIFICATION. You shall indemnify and hold Symantec, its parents, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorneys' fees, made by any third party arising out of or in connection with use of the Service through Your Norton Account, including but not limited to liability arising out of or in connection with the Data transmitted or stored through the Service in connection with Your Norton Account.

13. U.S. Government Restricted Rights. The Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement.

14. Export Regulation.

You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") is 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 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. USE OR FACILITATION OF SYMANTEC PRODUCT 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.

15. Entire Agreement. This Agreement and the terms for supplements, updates, Software (including any agreement that may be included with the Software provided by Symantec for use with the Service), Internet-based services and support services that You use, are the entire agreement for the Software and support services.

16. GENERAL TERMS. This Agreement will be governed by and construed under the laws of the State of California, without giving effect to such state's conflict of laws principles. Any legal action or proceeding related to this Agreement shall be instituted in a state or federal court in Santa Clara County, California. Symantec and You agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. No amendment to this Agreement will be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver by either Symantec or You of any breach or default under this Agreement shall be deemed to be a waiver of any of any other breach or default under this Agreement. Should You have any questions concerning this Agreement, or if You desire to contact Symantec for any reason, please write to Symantec Customer Service, 555 International Way, Springfield, OR 97477, U.S.A. or visit the Support page at [www.symantec.com](http://www.symantec.com).

17. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Software. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

18. Sixty (60) Day Money Back Guarantee.

If You are the original purchaser of the Service and are not completely satisfied with it for any reason, please make no further use of the Service and contact Symantec Customer Service, using the contact details set out in Section 16 of this License Agreement, for a refund of the money You paid for the Service (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.

CPS / NOBU / TOS 1.3 / USE