Effective Date: January 2016

TERMS OF SALE AND USE

Please read the following terms and conditions ("Terms") carefully, as they contain important information about Your rights and Your obligations. The Terms govern and apply to all online transactions for products, services, and/or subscriptions (collectively, "Offering(s)") with Symantec ("Transaction") and occurring on Symantec websites, such as www.norton.com, Norton Store, Norton Account, and any website operated by or on behalf of Symantec (collectively, the "Site").

If you are located in the Americas, "Symantec" means Symantec Corporation, a Delaware corporation, maintaining its principal place of business at 350 Ellis Street, Mountain View, CA 94043 United States of America. If you are located in Asia, including Japan and Oceania, "Symantec" means Symantec Asia Pacific Pte Ltd, a Singapore corporation, maintaining its principal place of business at 6 Temasek Boulevard, 11-01, Suntec City Tower 4, Singapore 038986. If you are located in Europe, Russia, the Commonwealth of Independent States (CIS), the Middle East or Africa, "Symantec" means Symantec Limited Ballycoolin Business Park, Blanchardstown Dublin 15, Ireland. Any references to "us", "we" or "our" being construed accordingly, and "You" or "Your" refers to the individual who has completed a Transaction or submitted an Order through the Site.

Any policy or materials specifically referred to in the Terms are incorporated hereto, by reference. The Terms are subject to change and applicable upon the Effective Date. Unless You have otherwise affirmatively agreed to such changes, by continuing to use the Site and/or Offerings after the modifications become effective, You agree to be bound by the revised terms. **For US Customers 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 10 below).** The Terms do not affect any mandatory rights that You have as a consumer under Your applicable law.

1. **Order and Acceptance.**
   - 1.1 An Order submitted by You constitutes an offer to Symantec to purchase, subscribe, and/or enroll in the applicable Offering(s) pursuant to the Terms and is subject to processing and acceptance by Symantec ("Order"). Your Transaction is complete, and Symantec's acceptance becomes effective when we send You a communication that delivers the means of taking delivery of the Offering **and** Your payment is accepted, if applicable.
     - 1.1.1 **NOTE**: Please review Your Offering's service period, some Offerings may commence at the point of purchase, while others may commence at download or installation of the Offering on Your device(s). In either case, please install and activate Your Offering immediately after purchase, and read the documentation and End User License Agreement ("EULA") that governs Your use of the Offerings (see Section 5).
   - 1.2 Symantec expressly reserves the right to reject Your Order or Transaction. In this case, we will refund any payment that You may have made for Your current Offering's service period, and may also cancel or restrict access to the applicable Offering.
   - 1.3 Any Offerings or information related to Offerings displayed and/or referred to on the Site are subject to change, availability, and do not constitute an offer by Symantec.
   - 1.4 Symantec recommends that You retain a copy of the Terms and Your Order for your files and future reference.

2. **Your Representations.**

2.1 You must be at least eighteen (18) years old, have legal capacity to enter into a contract with Symantec, and use the Site in accordance with the Terms.

2.2 You ensure that all information You provide when placing Your Order is up to date, accurate, and sufficient for fulfillment of Your Transaction.

2.3 If You are a new customer, before being able to place Your Order, You may be required to create an account with Symantec and provide accurate information including an email address and telephone number at which You can be contacted. You can find specific details regarding Your Transaction and/or Offerings by logging into Your account at Norton.com/account.

2.3.1 **NOTE**: Your email address is our preferred method of contact for information related to Your Order such as receipt of Your confirmation email, billing notifications, and future information related to Your account and/or Order(s).

2.4 You ensure that Your personal information that is retained in Your account is accurate and updated, as needed. Failure to update Your contact information may mean that we cannot reach You for important notifications around Your Transaction, payment information, and/or issues with Your Offerings. Such information and any passwords for the purposes of accessing the Site should be kept secure against unauthorized access.

2.5 For each Transaction, You must comply with the Offering's terms and conditions and applicable usage rights, as stated in the applicable EULA, and as further specified in Section 5.

3. Price, Payment Terms, and Payment Methods.

3.1 Despite our efforts, occasionally an error or inaccuracy in the price or description of an Offering may inadvertently occur on the Site. In such case, Symantec will contact You for instructions before delivery where you have the option to (i) cancel Your Order at no cost, or (ii) proceed with Your Order based on the revised information.

3.2 Symantec reserves the right to withdraw any discount and/or to revise any price(s) on the Site or for our Offering(s) at any time prior to acceptance of Your Order. The final Transaction price will be reflected prior to the confirmation of Your Order.

3.3 The places or countries that Symantec delivers the Offering ("Territory") are as listed on the Site. Unless otherwise specified,* prices quoted on the Site are:

i. Exclusive of the costs of shipping or handling to the place of delivery within the Territory (charges for which are referenced on the Site), if applicable; and

ii. Exclusive of VAT and/or any other applicable taxes which (where applicable) must be added to the price payable.

*Prices quoted on EU country Sites are inclusive of VAT and prices quoted on Australia Site are inclusive of GST.

3.4 You agree to pay any applicable VAT, taxes, shipping or handling for the Offering(s) as specified when You submit Your Order. Shipping and handling costs are generally not applicable to Orders delivered electronically. Any cost associated with accessing the Site is Your responsibility and is dependent on Your Internet service provider.

3.5 Payment may only be made using the payment options available and specified on the Site.

3.6 Symantec reserves the right to use authorized third parties to assist with certain payment processing and transactional functions, which may include the use and secured transfer of Your personal and/or payment information. Your information will never be sold or shared for any other reason without Your consent. Symantec also reserves the right to change or amend authorized third parties. Our use of third parties benefit You by allowing us to offer a variety of payment methods and decrease failed Transactions.

3.7 For credit/debit card payments, with Your consent and in accordance with our Privacy Policy, we retain Your payment information that You enter and store it in Your personal account. Symantec uses Your payment information to bill and renew Your purchase, and may suggest use for any subsequent purchase. This helps facilitate Your Order(s) and Transaction(s) without requiring You to re-enter payment information. You may review, edit, or delete the personal and payment information that is securely stored in your account at any time by logging into Your account at Norton.com/account.

3.8 Your payment method will be charged when Symantec sends You a communication, which may also deliver the means of obtaining the Offering.

3.8.1 **NOTE**: In the case of an automatically renewing Offering, we will notify you by email prior to the charge with details such as the renewal price, reminder of Your payment method, and the date the charge will post. You also may unsubscribe or opt-out of the automatically renewing subscription at any time by logging into your account at Norton.com/account or contacting customer support.

3.9 Symantec reserves the right to verify credit/debit card payments prior to acceptance of Your Order. Symantec also reserves the right to obtain and continue using updated credit card account information electronically, when applicable, from the card brands and retry failed payments in order to complete Transactions, including but not limited to, retrying failed cards with extended expiration dates.

3.10 For offline payments, You must deliver the electronically generated ticket or invoice to a participating location to complete Your Order. Your Order may be revoked within a certain number of days, if you do not fulfill your payment or transfer successfully.

3.11 For invoiced payments, each invoice will be due on and payable within the time period noted on Your invoice, measured from the date of the invoice. If at any time You fail to pay any amount due on the relevant due date, Symantec may by notice declare all invoiced amounts unpaid at that date to be immediately due and payable.

3.12 No set-off or counterclaim may be deducted from any amount payable by You to Symantec without written consent of Symantec.

4. Delivery and Risk of Loss and Damage.

4.1 Delivery times and dates referenced to on the Site or in any communications from Symantec are estimates only, and Symantec is not liable in the event of a delivery delay. When an Offering is delivered to You electronically or via phone, there is no packaging. The delivery of your Order occurs immediately after Symantec accepts the Order, and no later than thirty (30) days from the date you submitted your Order via the Site. In the unlikely event that we are unable to deliver within this time, You will have the option to i) allow more time for Your delivery, or ii) cancel Your Order and obtain a refund for prior payment for that Order.

4.2 Delivery shall be to Your valid email address within the Territory submitted by You and subject to Symantec acceptance ("Delivery Address"). You should verify the Delivery Address on any Order communication that Symantec provides and provide notification of any required changes, without delay of error or omission.

4.2.1 **NOTE**: Please review Your Offering's service period, some Offerings may commence at the point of purchase, while others may commence at download or installation of the Offering on Your device(s). In either case, please install and activate Your Offering immediately after purchase, and read the documentation and EULA that govern Your use of the Offerings (see Section 5).

4.3 Changes made to Your Delivery Address after You submit an Order may cause a delivery delay. Symantec may charge You for any extra costs arising from changes made to Your Delivery Address after You submit an Order.

4.4 All risk in the Offerings, including risk of loss or damage, passes to You upon delivery or when placed in Your possession.

4.5 If You refuse or fail to take delivery of the Offering, provided in accordance with these Terms, any risk of loss or damage shall nonetheless pass to You, without prejudice to any other rights or remedies Symantec may have, including:

4.5.1 Symantec shall be entitled to immediate payment in full for the Offering delivered and to effect delivery by whatever means Symantec considers appropriate, or to store the Offering at your risk and expense;

4.5.2 You shall be liable to pay on demand all costs of the Offering's storage and any additional costs incurred as a result of Your refusal or failure to take delivery; and

4.5.3 If You refuse or fail to take delivery for a period of 30 days, Symantec may permanently dispose of the Offering transacted by You at Symantec's discretion.

5. **Offering (or Software) License.** Each Offering referred to on the Site is licensed by us to You, subject to the relevant EULA, as well as other license terms regarding third party software that may be included. Your use of the Offering is explained and governed by such EULA. You must read, understand and agree to be bound to the terms of EULA before use. Please visit http://www.symantec.com/en/us/about/profile/policies/eulas/ for the full list.

6. **Refunds and Returns.** Please review Symantec's Return Policy, which should also be known in some jurisdictions as a cooling off period. Most of Symantec's Offerings purchased via the Site include a money-back guarantee if You are not satisfied for any reason. Your eligibility for a refund may depend on the Offering, subscription term, duration since the Transaction, where You purchased the Offering, etc.

7. **Privacy.** Please review Symantec's Privacy Policy which governs Your visit to the Site including Your Transaction(s) and/or any related information.

8. **Unauthorized Offerings; Brand Protection.**

8.1 You may not alter, unbundle, or break any Symantec Offering down to components for distribution, transfer, resale or any other purposes. You are strictly prohibited from separating a license key from any Offering and transferring to a third party for any purposes.

8.2 All Offerings must be obtained in the first instance from Symantec, or via Symantec's authorized partners, as applicable. If, in Symantec's reasonable judgment, the original acquisition of the Offering from Symantec (or via Symantec's authorized partners, as applicable) occurred using a fraudulently obtained payment methods, or any other unauthorized means, Symantec has no obligation to allow continued use of the Offering and/or provide support services.

8.3 Symantec reserves, in its sole discretion, the right to reject Orders, Transactions, and/or deactivate Offerings which have been obtained through or for unauthorized means, or is otherwise in violation of the relevant EULA.

8.4 The Offerings are valid for use in the location where You purchased. They are not intended for use in other regions, and the ability to use, install, and/or activate the Offering may be limited by Your location.

9. Other Important Information.

9.1 **Disclaimer of Warranty.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC MAKES NO WARRANTIES THAT: (I) THE OFFERINGS AND/OR SITE WILL MEET YOUR REQUIREMENTS; (II) THE OFFERINGS AND/OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE PURCHASE OF THE OFFERINGS AND/OR USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY OFFERINGS PURCHASED AND/OR INFORMATION OBTAINED BY YOU THROUGH THE OFFERINGS AND/OR SITE WILL MEET YOUR EXPECTATIONS; OR (V) ANY ERRORS IN THE OFFERINGS AND/OR SITE WILL BE CORRECTED. SYMANTEC DOES NOT WARRANT THIRD PARTY PRODUCTS.

9.2 **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 THE OFFERINGS AND/OR SITE, (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 OFFERINGS AND/OR SITE, OR (C) ANY SPECIAL CONSEQUENTIAL, INDIRECT OR SIMILAR LOSS OR DAMAGE(S). IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE APPLICABLE OFFERING.

9.3 **Proprietary Rights**. Symantec retains ownership of all proprietary rights in the Offerings and/or the Site, and in all trade names, trademarks and service marks associated or displayed with the Offerings. 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 Offerings.

9.4 **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.

9.5 **Export Regulation.** You acknowledge that the Offerings, and related technical data and services 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 the Controlled Technology are imported or re-exported (collectively, "Controlled Technology"). 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 is an export license or other governmental approval required. All of the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions, including Afghanistan and Iraq. **USE OR FACILITATION OF SYMANTEC OFFERINGS 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.**

10. Dispute Resolution.

10.1 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 Offerings or the Site (a “Claim”) shall be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, as follows:

10.2 **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 (or parish) of residence or in the Superior Court of California, County of Santa Clara.

10.3 **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 arbitration 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 and/or the termination of Your Symantec license or EULA.

10.3.1 **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 entitled Arbitration Fees).

10.3.2 **Arbitration Proceedings**. If You and Symantec do not reach an agreement to resolve the claim within thirty (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 of 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 EULA and/or 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 and the applicable EULA. 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 U.S. $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 U.S. $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.

10.3.3 **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.

10.4 **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.

10.5 **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 EULAs for Symantec Offerings can be found at http://www.symantec.com/about/profile/policies/eulas/.

11. General.

11.1 If You are located in the Americas, the Terms will be governed by the laws of the State of California, United States of America. If you are located in the Asia Pacific Rim, the Terms will be governed by the laws of Singapore. If You are located in Europe, the Middle East or Africa, 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.

11.2 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.