Effective Date: June 2020

TERMS OF SALE

Thank you for being a customer. Please read these terms carefully, they include important information about your rights. By purchasing and/or providing us with your billing and payment information, you agree to be bound to these terms and any terms incorporated by reference. **US Customers agree to resolve all disputes with us through small claims courts or arbitration on an individual basis rather than jury trials or class actions (See Section 13).** If you purchased our offerings via AARP, then you are excluded from Section 13**.** Our terms are subject to change but do not affect any rights that cannot be waived by you under local law.

1. Order and Acceptance.

When purchasing from us, your order is accepted only when your payment is accepted, **and** we send you a confirmation email. If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. If we reject your order, we will refund any payments made for the current service period, and we may also cancel or restrict access to the applicable offering.

2. Your Information.

If you are a new customer, you will be asked to create an account and include a valid email address. Your email address is our preferred method of contact. In accordance with our Global Privacy Statement, we retain your billing and payment information that is entered and stored in your account. This information will be used to automatically renew all active subscriptions that are in your account. You can review, edit, or delete this information at Norton.com/account anytime.

The information you provide when purchasing and creating an account must be accurate and kept up to date. Failure to do so may mean that we cannot fulfill your purchase or reach you for important notifications.

3. Information about Purchasing, Order Terms, Pricing and Automatic Renewal.

Occasionally an error or inaccuracy on our website may occur. In the rare case that happens, we'll do our best to reach you and confirm with accurate information, or we will cancel your order. If you attempt to make multiple repeat purchases, we may impose a maximum order limit.

We reserve the right to discontinue a discount and/or to change price(s) or offers at any time. If the price of your subscription changes at renewal, we will notify you by email ahead of time. Our current renewal prices are found here. Unless otherwise specified, our advertised prices are:

a. Exclusive of the costs of shipping or handling to the place of delivery, if applicable; and
b. Exclusive of VAT and/or any other applicable taxes unless by law they must be added to the price payable.

You agree to pay any applicable VAT or other taxes as specified when you submit your order.

We use third parties to assist with processing your payment; this may include the use and secured transfer of your information. There are also times we obtain and use updated credit card account information from the respective card brand(s) to retry failed payments in order to complete transactions, including but not limited to, retrying failed billings with extended expiration dates. Please contact your credit card provider for more information about this service and what it may mean for you and your card.

To ensure that you have continuous protection, we will attempt to charge your stored payment method prior to your subscription's expiration date. The date that your payment method is charged will depend on a handful of factors (e.g., date/time of first attempt, pending credit card authorizations, etc.).

AUTOMATIC RENEWAL: Most of our offerings automatically renew each year or each month. We will notify you via email to the email address we have on record prior to each annual automatic renewal. If you have purchased a pre-paid subscription or trial (exceeding a certain number of days) that automatically renews as a paid subscription, we will notify you via email before we charge the payment method on file. If you have a monthly billed subscription, you may not receive an email each month prior to subscription charge. In most cases, you can access the monthly invoice in your account.

CANCELLATION: You may cancel your subscription and/or turn off the automatic renewal in your account (Norton.com/account) or by contacting Member Services & Support. See our Cancellation and Refund Policy. For SurfEasy offerings, please contact us at: 1-800-011-9492, support@surfeasy.com, or live chat (click "Chat with us" tab).

NOTE: To get the full value of your subscription, please download or install the software on your device(s). You may do so immediately after purchase. Don't forget to read the documentation and terms and conditions that govern your use of the offerings (see Section 7).

4. Delivery and Risk of Loss and Damage.

Any delivery or download times referenced on our website are estimates only; we are not liable in the event of a delivery delay. If delivery is required, we will send it to the email address in the account.

NOTE: Some purchases require download or installation of software on your device(s). Please install and activate immediately after purchase and read the documentation and terms and conditions that govern your use of the offerings (see Section 7).

5. Refund and Cancellations.

Please review our Cancellation and Refund Policy (also known as a cooling off period). Many of our offerings include a money-back guarantee, please review your eligibility.

6. Privacy.

Please review our Global Privacy Statement explaining our personal data processing practices. A Product and Service Privacy Notice may be available to further explain how data is collected and used within certain offerings.

7. License and Service Agreement, Customer Agreement, End User License Agreement, or Other.

Our offerings are governed and subject to the applicable set of terms or conditions (e.g., License and Service Agreement, Customer Agreement, EULA, etc.), as well as other third-party software license terms. Your use of our products and services is your agreement to be bound by the applicable set of terms or conditions. Please visit https://www.nortonlifelock.com/legal/repository and http://www.nortonlifelock.com/legal for more information.

8. Unauthorized Offerings; Brand Protection.

Do not alter, unbundle, or break any of our products or services 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.

Our products and services are available for personal, non-commercial use by you and by members of your household during the applicable subscription term. Our products and services are not permitted to be used for any commercial purpose. Any purchase for commercial use or for resale is unauthorized. We reserve in our sole discretion, the right to reject orders, purchases and transactions, and/or deactivate offerings that may have been obtained through or for unauthorized means and/or violate the relevant set of applicable terms and conditions. The offerings are valid for use in the location where you purchased and not for use in other regions; your ability to use, install, and/or activate may be limited by your location.

9. Warranty Disclaimer.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NORTONLIFELOCK INC. 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, NORTONLIFELOCK INC. 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. WE DO NOT WARRANT THIRD PARTY PRODUCTS.

10. 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 NORTONLIFELOCK INC. 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, OR INDIRECT DAMAGE(S) OR SIMILAR LOSSES SUCH AS LOSS OF TIME OR INCONVENIENCE. IN NO CASE SHALL OUR LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE APPLICABLE OFFERING.

11. Proprietary Rights.
We retain ownership of all proprietary rights in our offerings and/or on the website, and in all trade names, trademarks and service marks associated or displayed. You may not remove, deface or obscure any of our copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the offerings.

12. Export Restrictions.
You acknowledge the products and services and related technical data (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 export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with U.S. laws and will not export, re-export, import or otherwise make available 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, directly or indirectly. USE OR FACILITATION OF NORTONLIFELOCK SOFTWARE 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.

13. Disputes; Mandatory Arbitration.
Most disagreements can be resolved informally and efficiently by contacting our customer support at norton.com/support.

If you are a U.S. customer:

a. You and NortonLifeLock agree that any dispute, claim or controversy arising out of or relating in any way to the product and services (a "**Claim**") will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.

b. **Small Claims Court.** Either of us can seek a Claim to be resolved 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. Either of us may seek a Claim resolved in small claims court in your county of residence or in the Superior Court of California, County of Santa Clara.

c. **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 the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and NortonLifeLock are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this set of terms and/or the termination of your product and/or services.

d. **Notice of Claim.** If you elect to seek arbitration, you must first send to NortonLifeLock, by certified mail, a written Notice of Your Claim ("**Notice of Claim**"). The Notice of Claim to NortonLifeLock should be addressed to: General Counsel, NortonLifeLock, 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 NortonLifeLock to use to contact you. If NortonLifeLock 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 NortonLifeLock, 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 this Section by NortonLifeLock.

e. **Arbitration Proceedings**. If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice of Claim is received, you or NortonLifeLock 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 this set of terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org. The arbitrator is bound by this set of terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless NortonLifeLock 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, NortonLifeLock agrees that you may choose whether the arbitration will be conducted solely based on 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 way 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 our last written settlement offer made before an arbitrator was selected (or if we did not make a settlement offer before an arbitrator was selected), then we will pay you, in addition to the award, either U.S. $500 or 10% of the amount awarded, whichever is greater.

f. **Injunctive and Declaratory Relief.** Except as provided in Section Small Claims Court above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by you or NortonLifeLock and 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. To the extent that you or NortonLifeLock prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

g. **Arbitration Fees.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee but NortonLifeLock will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeded the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. NortonLifeLock will not seek to recover the administration and arbitrator fees we are responsible for paying under the AAA Rules or this Agreement, 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)).

h. **Class Action Waiver. YOU AND NORTONLIFELOCK 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 NortonLifeLock 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 Section (Disputes; Mandatory Arbitration) shall be null and void.

i. **Changes**. If NortonLifeLock changes this Section after the date you first accepted this set of 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 Section in Your Notice of Claim, you agree to resolve any Claim between you and NortonLifeLock in accordance with the terms of the dispute resolution section in effect as of the date of Your Notice of Claim.

14. General.

If you are 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. Based on your country of residence, you are contracting with the following entities:

Billing Country	**Contracting Entity**
Americas (Canada, US, Latin America)	NortonLifeLock Inc. (a Delaware corporation) 60 E. Rio Salado Pkwy, Ste 1000 Tempe AZ 85281
Asia Pacific (except Australia, China, Taiwan, Japan and Korea)	NortonLifeLock Singapore Pte Ltd c/o Baker & McKenzie, Level 46, 8 Marina Boulevard #05-02 Marina Bay Financial Centre, Singapore 018981
Australia	NortonLifeLock Australia Pty Ltd c/o Baker & McKenzie, Level 46, Tower One, International Towers Sydney 100 Barangaroo Avenue, Barangaroo NSW 2000 Australia
Europe, the Middle East or Africa	NortonLifeLock Ireland Limited Ballycoolin Business Park Blanchardstown, Dublin 15 Republic of Ireland