TERMS OF SALE

For Europe, Middle East and Africa ("EMEA") only

Thank you for choosing us!

We provide subscription-based services, as well as products and one-time service offerings, to help keep you Cyber Safe ("**Service(s)**").

The Terms of Sale apply to all online or by phone transactions between you and us for purchase and use of our Services, whether such transactions require your payment information or not ("**Transaction(s)"**).

The Terms of Sale is a contract between you as an individual consumer that will be placing a Transaction ("**you**" or "**your**") and NortonLifeLock Ireland Limited, maintaining its principal place of business at Ballycoolin Business Park, Blanchardstown, Dublin 15, Ireland, with company registration number 159355 and VAT number IE6557355A ("**NortonLifeLock**", "**us**", "**we**" or "**or**").

Please carefully read all the terms. They contain important information about your rights and obligations.

By clicking "I agree" or otherwise electronically indicating assent, you acknowledge you have read, understood and agreed to the Terms of Sale.

If you do not agree to the Terms of Sale, then you may not transact with us, nor access or use our Services.

The Terms of Sale cover:

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1. **Your Information**

a. You must be at least eighteen (18) years old and have legal capacity to enter into a contract.

b. If you are a new customer, you will create an account and provide certain information, including a valid email address. Your email address is our preferred method of contact.

c. The information you provide us must be accurate, complete and kept up to date. Failure to do so may mean that we cannot fulfill your Transaction(s) or reach you for important notifications.

d. In accordance with our Global Privacy Statement, we retain your payment information that is entered and stored in your account. This information is used to: 1) automatically renew all automatically renewing subscriptions that are in your account; and 2) suggest its use for any subsequent Transaction to help facilitate your Transaction without prompting you to re-enter your payment information each time.

e. Your account is personal and exclusively for you to access and manage your information, Transactions and Services. You can review, edit, or delete your information in your account anytime.

2. **Your Order**

a. Through the entire order process, you can review your order prior to finally submitting it to us.

b. When transacting with us, your order is accepted and your Transaction is completed only when: 1) your payment is accepted, or your payment information is verified if the Transaction required your payment information without immediate payment; **and** 2) we send you a confirmation email of your order.

c. If the payment information 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 that order, and we may also cancel or restrict use and access to the applicable Services.

d. Occasionally an error or inaccuracy in the price or Service description may occur. In the rare case that happens, we will contact you for instructions where you will have the option to either: (1) cancel your order at no cost, and obtain a refund of any prior payment that you have made for the Service; or (ii) proceed with your order based on the corrected price or description of the Service.

e. While we maintain records of orders and retain them for a reasonable period, we also recommend that you retain a printed or electronically saved copy of the Terms of Sale with a copy of your order in your own files.

3. **Our Services**

Certain Services do not require payment and are provided to you free-of-charge. Other Services require payment or payment information without immediate payment, before you can access and use them and may be offered through subscription plans. In any case, to access and use our Services you must have Internet access and a compatible device.

4. **Services Duration**

a. You will have access to the Service for the duration of your contract.

b. If you have a fixed-term subscription, then your Service will terminate automatically at the expiration of your subscription term.

c. If you have an automatically renewing subscription, your Service will renew on an annual or monthly basis, unless you cancel the subscription renewal before the day you are due to be charged.

Note. You have an automatically renewing subscription if you have:
i) subscribed to it directly with us,
ii) pre-paid it through a retailer in-store or online, or
iii) activated the subscription renewal in your account or by contacting us.

d. If you have a one-time service or product, it will last as specified in the confirmation email.

5. Subscription Billing Cycle

a. The initial subscription term is charged when your Transaction is complete.

b. Unless you cancel the subscription renewal before the day you are due to be charged, the renewal is charged to your payment method as detailed in the pre-billing notification email that we send to you prior to each renewal.

c. To ensure you have continuous Services, we charge your payment method up to thirty-five (35) days before the subscription is due to renew. As such, the date you are charged will likely occur prior to the date that your subscription renews. The actual date that we charge your payment method depends on several factors (e.g. if it's a public holiday, if your payment method has not successfully settled due to expiration, insufficient funds, or otherwise).

d. The length of your billing cycle (annual or monthly) depends on the type of subscription that you choose when you sign-up for the Service.

6. Trials

a. Our Services may be offered as a trial for a specified period without payment or at a reduced rate ("**Trial(s)**"). The duration of your Trial will be specified during sign-up and/or in the promotional materials.

b. Our Trials are intended for new customers and certain former customers to try our Services. Eligibility is determined by us and we may limit access or duration to prevent abuse. We can revoke a Trial if we determine that you are not eligible.

c. Many Trials require payment information before it will begin. Unless you cancel before the end of the Trial, we will automatically charge the payment method provided to us at the end of the Trial, on a recurring monthly or annual basis, depending on the term you have selected.

d. If your Trial (of 30 days or more) automatically renews as a paid subscription, we will send you a notification email before we charge the payment method on file.

7. Price, Payment Terms and Payment Methods

a. Our advertised prices and the final price displayed prior to your confirmation of your order are inclusive of VAT and/or any other applicable taxes.

b. We reserve the right to discontinue a discount and/or to change price(s) or offers at any time. A price change will not affect an order that we have already accepted, except if you expressly agree otherwise. If the price for your subscription changes at renewal, we will send you a notification email in advance and you can cancel your subscription renewal or terminate your contract if you do not accept the price change.

c. Our Services are delivered electronically and there are no shipping or handling costs. Any cost associated with accessing our website and/or Services is your responsibility and is dependent on your Internet service provider.

d. Payments may only be made using the payment options listed on our website. Depending on your location, we currently accept American Express, Mastercard, Visa and PayPal. We may also allow customers to make payment by a bank transfer or direct debit.

e. 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 credit card providers 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.

f. Payment is charged when your purchase is complete, or in the case of a subscription renewal, up to thirty-five (35) days before the subscription is due to renew. For offline payments, you must provide the confirmation email to your payment institution to complete the order. Your order may be revoked within a certain number of days if you do not fulfill your payment or transfer successfully.

g. If you fail to pay for a Service by the due date, we may: 1) suspend your access or stop Services deliveries until we have successfully charged a valid payment method; and/or 2) terminate your order or contract with written notice.

8. Delivery

a. All Services are delivered electronically. Delivery takes place immediately of our acceptance of your order.

b. Some Services require download and/or installation of software on your device(s). Please download/install and activate immediately after purchase. Please read the documentation and terms and conditions that govern your use of the Services (see section 10 below).

9. Automatic Renewal, Withdrawal Rights, Cancellation and Refund

a. Automatic Renewal: You can cancel, or stop, the subscription renewal at any time and no later than the day before you are due to be charged, by contacting us, or by signing in to your account and then visiting the Renewal Settings tab, clicking Cancel Subscription Renewal next to the subscription you want to cancel the renewal for and confirming your cancellation. If you stop your subscription from automatically renewing, it will not renew and you will not be charged for the next renewal term, but your Service will continue through to the end of your already paid subscription term. For further details, see our Cancellation and Refund Policy.

b. Withdrawal Rights applicable to European Economic Area countries ("EEA"), Switzerland and the UK only:

i) You have a statutory right to withdraw from the contract (wholly or partially) for any or no reason at any time within fourteen (14) calendar days of the day you receive the confirmation email ("**Withdrawal Period**").

ii) To exercise this right, you must inform us, prior to expiration of the Withdrawal Period, of your decision to withdraw from the contract by an unequivocal statement (or by completing the withdrawal form found here), using our contact details as set out in section 20.

iii) If you withdraw from the contract in accordance with the present section, we will refund you all payments made as part of your order within fourteen (14) calendar days from the day on which you informed us about your decision to cancel the contract. Refunds will be made using the same payment method that you used for placing the order, unless we both have expressly agreed otherwise.

iv) You will **not** be able to exercise your **withdrawal right** where:
1) in the case of electronic software download, you **have downloaded your software, after you have expressly consented to immediate performance** of the contract and **acknowledged that you will lose your right of withdrawal** from the contract once the download of your software has begun.
2) in the case of services, after the **services have been fully performed** if performance has begun with **your express request for immediate performance** of the services and your **acknowledgement that you will lose your rights of withdrawal** from the contract once the services have been fully performed. If the services have not been fully performed, and you have requested the performance within fourteen (14) days from the date of the order confirmation email, you will be charged an amount proportional to the services provided until the time you have informed us of your decision to withdraw from the contract.

v) If you are not eligible to withdraw from the contract and receive a refund under your withdrawal rights, you may still be entitled to terminate your contract and be eligible to claim a refund under our Cancellation and Refund Policy.

a. Our Cancellation and Refund Policy: Please review our Cancellation and Refund Policy for information on how to cancel your contract and to obtain a refund, if applicable. Independently of any statutory rights like withdrawal rights, most of our Services include a money-back guarantee if you are not satisfied for any reason. Eligibility will vary (e.g. the type of the Services, the subscription length, duration since the purchase/renewal, where it was purchased, etc.).

10. Licence and Services Agreement or Other

Our Services and your use of our Services are governed and subject to the applicable set of terms and conditions (e.g. Licence and Services Agreement, etc.), as well as other third-party software licence terms that you must agree to before accessing or using our Services. Please visit nortonlifelock.com/legal for more information.

11. Unauthorised Services and Brand Protection

a. You may not alter, unbundle or break any Services down to components for distribution, transfer, resale or any other purposes. You are strictly prohibited from separating a licence key from any associated software service and transferring it to a third party.

b. Our Services are available for personal, non-commercial use by you and by members of your household during the applicable term. Any purchase for commercial use or for resale is unauthorized. We reserve

the right to reject orders, purchases and Transactions, and/or deactivate Services that may have been obtained through or for unauthorized means and/or violate the relevant set of applicable terms and conditions. The Services are valid for use in the location where you purchased, subscribed and/or signed up and your ability to use, install and/or activate may be limited by your location.

c. All Services must be obtained in the first instance from us (or via our authorised partners). If the original acquisition of Services occurred using a fraudulently obtained payment method or any other unauthorized means, we have no obligations to provide support services and/or to allow continued use of the Services in question.

12. Privacy

Your privacy is important to us. Our Global Privacy Statement describes how we collect, use and process the data from you and your devices when you are using and accessing our Services.

13. Warranty

As a consumer you may have certain statutory rights under your national laws, including legal guarantees relating to faulty or non-conforming products and services that become apparent within a minimum of two (2) years, or as provided by your national laws, from delivery of the products and/or services. Nothing in the Terms of Sale will affect these legal rights.

14. Our Liability

a. If we fail to provide the Services (or perform any other obligation) as set out in the Terms of Sale or as required by the law, we are responsible for loss or damage you suffer that is a foreseeable result of our failure or negligence. Loss or damage is foreseeable if were both aware at the time we entered into the Terms of Sale that the losses or damages would be a likely result of us failing to perform our obligations.

b. We are not responsible for:
   i) losses or damages that are not foreseeable, beyond our control and which we cannot avoid through appropriate actions;
   ii) losses or damages that are not caused by breach of our obligations set out in the Terms of Sale or at law;
   iii) losses or damages that are caused by your breach of the Terms of Sale; or
   iv) economic or intangible losses resulting from the performance of the Terms of Sale.

c. Nothing in the Terms of Sale limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) willful misconduct or gross negligence; or (d) any matter in respect of which it would be unlawful for us to limit or exclude our liability.

15. Proprietary Rights

We retain ownership of all proprietary rights in our Services and/or on the website, and in all trade names, trademarks, 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 Services.

16. Export Restriction

You acknowledge the 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 U.S. 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 licence or other governmental approval is required, directly or indirectly. Use or facilitation of our 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 of massive destruction is prohibited, in accordance with U.S. law.

17. Governing Law and Competent Jurisdiction

The Terms of Sale are governed by the laws of the country you live in, and you can file legal disputes in the courts of that country.

18. Disputes

Most disagreements can be resolved informally and efficiently by contacting NortonLifeLock Member Services and Support. If you live in the European Union (which excludes the United Kingdom), Iceland, Liechtenstein or Norway, and would like an independent body to resolve our dispute without you having to go to court or to consumer arbitration board, you can lodge the dispute with the European Commission Online Dispute Resolution website https://ec.europa.eu/consumers/odr. Please note that if you do lodge a dispute with the European Commission Online Dispute Resolution website (or any other consumer arbitration service), we may decline to participate in the arbitration as we are not required by law, the rules of any trade association or by these terms to participate in a consumer arbitration.

19. **Notice of Changes**

We may update or modify the Terms of Sale, or any term of your contract with us (including the price and terms of referenced policies), for one or more of the following reasons: i) to comply with the law and reflect changes in the law; ii) to comply with requirements imposed by a regulatory body; iii) to correct any error; iv) to harmonize the services or terms across multiple jurisdictions; v) to make the terms clearer; vi) to ensure better functionality of the services; and vii) for any other valid reason.

If we make material changes to the Terms of Sale which may be significantly detrimental to you, we will give you fourteen (14) days notice and provide you with the right to terminate your contract and receive a pro-rated refund for the remainder of your Service term. To exercise this right, you must inform us of your wish to terminate the contract within fourteen (14) days of us notifying you of the change and your right to terminate. If you exercise this right, the Terms of Sale will terminate.

We may make changes which are immaterial or to your advantage immediately and without notice.

20. Contact

a. For any question regarding the Terms of Sale, Services, Transactions or if you experience any problem with your order, need help or simply want to contact us for any reason, visit Member Services & Support contact page or write to: NortonLifeLock Member Services & Support, PO Box 5698, Dublin 15, Ireland. While a call with NortonLifeLock Member Service & Support agents will not be charged by us, any rate associated with calling us is your responsibility and is dependent on the telecom provider you use.

b. For our corporate details, please click here.