

MTN PROTECT GENERAL TERMS AND CONDITIONS

Welcome to MTN PROTECT subscription service, a service provided to MTN by Total TIM with authorized licenses from Avast and Pcloud. By subscribing to this service and becoming a mobile subscriber, the user will have access to exclusive digital safety apps, costing GHS 0.2 per day or GHS 1 per week or GHS 3 per month. The user will receive a message with a link to his personal mobile from where he can pick and choose several APPS. This is a subscription service active until sending STOP to 1359. To make use of this service the user must be more than 18 years old or have received permission from his parents or person who is authorized to pay his bill. TIMWE works in accordance with the international code of conduct for SMS service. By using this subscription service, the user accepts that the applications cannot protect against 100% malware issues. The service provider will not be liable for any missing phones connected to anti-theft application neither with any malware which might affect the user's phone. The user accepts that he has read and accepted all these terms and conditions.

These terms and conditions may be varied or amended by MTN at any time and by continuing to use the Services you will be deemed to have read, understood and accepted such amended terms and conditions.

Disclaimer:

Please read the following terms and conditions carefully before the use of the Application (hereinafter referred to as the "APP"). The use of the App assumes that the User read, understood and is aware of all the applicable terms and conditions. The lack of knowledge of the present terms and conditions does not exempt the User of any obligation, liability or responsibility of any nature.

Acknowledgements:

The user acknowledges that this APP is constituted by two (2) different services: Avast and pCloud, each of them with specific terms and conditions associated due to the particular features of the services.

The specific terms and conditions, all of them mentioned below, are an integral part of the present Agreement. By using the services, the user also agrees with the specific terms and conditions.

In case of conflicts between the general and the specific terms and conditions here presented, the specific terms shall prevail, regarding the usage of each of the service.

Entire Agreement:

This Terms and Conditions (General and Specific) constitutes the entire agreement between the user and the Vendor relating to your use of the Solutions and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your installation and/or use of the Solutions or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer

protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement, the Applicable Conditions and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) the Applicable Conditions; (ii) this Agreement; and (iii) the Documentation.

Term and termination:

This Agreement will immediately terminate upon any case of breach of the present terms and conditions by the User.

The exclusions and limitations of liability of the Vendor will survive the termination of this Agreement.

Vendor shall terminate this Agreement immediately for convenience, at any time, by notice to the User. From the effective date of such termination the User will no longer be entitled to use the Application.

Suspension of the services

MTN may in its sole discretion suspend or vary the Services without compensation for any period during which:

- MTN is required or requested to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority;
- MTN reasonably suspects or believes that the Subscriber is in breach of any of these terms and conditions. Such a suspension or variation is necessary as a consequence of technical problems or for reasons of safety;
- MTN suspends the provision of the Services for its commercial reasons.
- The Subscriber shall reimburse MTN for all reasonable costs and expenses incurred as a result of the suspension or variation of the Services where the suspension or variation is implemented by MTN as a result of any act or omission of the Subscriber.

Although MTN will take all reasonable steps to ensure that the Services are available to the Subscriber at all times, it cannot guarantee a continuous fault free service. The quality and availability of Services may be affected by factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network, or the Subscriber's Handset may interfere adversely with the quality and provision of the Services.

MTN, its officers, employees, agents and partners will not be liable to the Subscriber or any party for any direct, indirect, consequential, incidental or special loss, corruption of data or other costs arising out of or in connection with this Service for any loss including as a consequence of a failure or delay in availability of the Network notwithstanding MTN's awareness of the possibility of the Subscriber incurring the same.

You agree to fully indemnify MTN for any direct or indirect damages MTN may suffer as a result of your unauthorized use of the apps.

Interpretation

The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words "includes" and "including" will be construed as followed by the words "without limitation." Any reference to "use" of any software, Solution or Update by you shall be deemed to include any installation of any such software, Solution or Update by you (unless the context otherwise requires). In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable law.

Impossibility

Vendor will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of any members of the Vendor Group or any Vendor Partners), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting any member of the Vendor Group or any Vendor Partner, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond any member of Vendor Group or Vendor Partner's reasonable control.

Waiver

The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance with this Agreement, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

Assignment

You may not assign your rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may assign this Agreement at any time in its sole discretion without any prior written consent by you.

No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than you, members of the Vendor Group and Vendor Partners, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. No person other than you, Vendor and members of the Vendor Group may bring a cause of action pursuant to this Agreement. Vendor will be entitled (but not obligated) to enforce any rights, remedies, limitations and exclusions of liability, and legal defenses of any member of Vendor Group or Vendor Partner under this Agreement, including any rights and remedies for any loss, damage or claim suffered or incurred by any member of Vendor Group or Vendor Partner: (i) arising from or in connection with any failure by you to comply with any term or condition of this Agreement; or (ii) you are required to indemnify under this Agreement. No such loss, damage or claim will be deemed excluded as indirect, consequential or incidental loss or damage under Section 6.4.1 as a result of such loss, damage or claim having been suffered or incurred by another member of Vendor Group or Vendor Partner rather than by Vendor.

Force Majeure

Any losses arising in connection with (i) force majeure events or other circumstances outside our control or outside our knowledge including industrial disputes, terrorist or enemy action, or (ii) any unforeseeable acts or omissions or negligent acts on the part of a supplier or any other of MTNs service providers, contractors, agents or employees.

For any damage to or loss of information on the Subscriber Handset in the event that unwanted programs or material, Trojan horses, worms or viruses are downloaded to the Subscriber Handset as a consequence of retrieving the data using the MTN Protect service.

The Subscriber will be required to take reasonable precautions while using the Service.

- Failure to store or corruption or inaccessibility, legibility or readability of the backup information arising from technical or other difficulties beyond its control.
- Any charges or losses incurred as a result of or unauthorized use of a Handset including the service following a theft of the same.

Internet connection

The services may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.

ANNEX 1

SERVICE DESCRIPTION

1. What is MTN Protect? What kind of apps are available?

It is an innovative subscription service that allows users to have unlimited access to premium versions of Safety Android Mobile apps. MTN Protect adopts an "all you can eat" model for both apps, which makes it easier to access every kind of mobile content. This innovative app store has available for users, the best Android apps in each category, such as handpicked and premium apps. All apps are safe (scanned for viruses & malware).

a) Antivirus

A unique way to fight threats

Every URL and file is automatically checked and suspicious packages are executed in a Sandbox. Then, cloud-based servers analyse the URLs and submitted packages for a smarter protection.

Antivirus Engine

Virus and malware scanner automatically scans for infected/dangerous apps and Trojans upon first use. Includes Web & file scanning for complete mobile protection, and also protects against spyware and viruses.

App Permissions

Provides insights about installed apps and helps you understand your apps' access rights, ad network integrations, and permissions.

Call Blocker

Keep your privacy. Add phone numbers to your blacklist and block callers you don't want contacting you.

Web Shield

Scans and blocks malware-infected links, as well as trojans, adware, and spyware (for privacy and safe Web browsing, e.g. Chrome) and also fixes mistyped URLs.

Wifi Security:

Check the security of each network and email, browse and make payments wherever you are.

b) Anti-theft

Remotely lock your phone

Remotely lock your phone to prevent access to your personal data and settings

Locate your device on a map

Remotely locate your phone via GPS, WiFi, or mobile network – for maximum accuracy.

Activate a siren remotely

Activate a loud, customizable siren, which reverts to maximum volume if thieves try to silence it

SIM-Card-Change Notification

If stolen, and a different SIM card inserted, the phone's new number and geo-location can be sent to a friend's device.

Remotely send SMS from the lost phone

Your device will send the SMS for you.

Take a photo of a would-be thief

You can set your device to lock access and take a picture of the person attempting to unlock it after three failed tries

Remote data retrieval from your device

Retrieve call logs, SMS messages, and other personal data from your phone.

c) Cleanup

Automatic cleaning

Let Cleanup run regular cleans without interrupting you

Advanced Photo optimizer

Control the size and quality of your optimized photos using a comparison view to help select the right settings for you.

Safe Clean

Instantly cleans up unimportant data, system caches, gallery thumbnails, installation files, residual or unused files, and APKs. With just one tap, you can easily delete accumulated data that has no purpose.

Cleaning Adviser

The Cleaning Adviser option gives you a detailed overview of all the data on your phone

Uninstall application

Uninstall applications in one tap to free up space.

Transfer to Cloud

Access your data whenever you want, and create even more space on your phone at the same time. Just move everything you want to your favorite cloud storage system with the Transfer to Cloud feature

d) Wifi Finder

Is the Wi-Fi hacked? Wi-Fi Security Scan finds potential security holes and issues on the network.

Speed Test

Is the hotspot fast enough to watch YouTube or just checking Facebook? Run a reliable Speed Test to find out.

Find Connected Devices

Is someone stealing your internet bandwidth? Find Connected Devices network scanner provides instant answers by listing all devices connected to the network

Offline Mode

Downloads a list of hotspots to your device and finds the best Wi-Fi even without a connection. Perfect for traveling abroad and saving on your mobile data.

Smart Connect

Finds, test, and connect you to the best Internet in your area.

e) Cloud Backup

Storage

Multiple possibilities, adjusted to your current and future storage needs.

Device synchronization

Easily synchronize your files between the cloud storage platform and your multiple devices and computers

Security

Your data is transferred using the most advanced protocols and copied to multiple server locations in a highly secure data storage area.

File sharing

Send or receive large files within seconds, or easily invite friends to any of your folders.

Multimedia player

A built-in music and video player will allow you to watch your favorite content directly in your device. You can even arrange and listen to your playlists.

2. What are the advantages of MTN Protect?

By subscribing to MTN Protect, you will have the best selection of Premium Safety Apps in the market for a fixed and reduced periodic fee and with no additional charges and no advertising! Pay 1 App and get Unlimited ones!

3. How do I get MTN Protect? What characteristics must my mobile phone reunite to be compatible with the MTN Protect?

You simply receive a message with a link where you can download the App. For your mobile to be compatible it needs to be an Android (versions 2.4 or up), to have internet access, enough credit and enough memory space.

4. After downloading, where do I find MTN Protect on my phone?

MTN Protect will be where the all applications are. In most mobile phones, you simple press "Menu" and look for the App Box icon. Alternatively, it will be within the paste "Applications"/"Apps"/"Downloads" that should be under the "Menu". It should also be in your home screen.

5. How much is the subscription? What are the possible payment methods?

The subscription is 0.2GHS/day or 1GHS/week or 3GHS/month. It is charged via direct operator billing, i.e. the fee will be subtracted to your prepaid

smartphone credits. Alternatively, for the postpaid customers, the fees will be directly charged in the invoice.

6. How long does my subscription last? Will it automatically renew?

The length of the subscription period is dependent on the plan you choose. It will automatically renew when the subscription period expires.

7. How do I check my subscription's renewal date?

To know your subscription's renewal date check under "Current Plan" in the "My Profile" screen.

8. Can I suspend my subscription?

No, you will need to cancel your current subscription and create a new one when you are ready to come back.

9. How to unsubscribe from MTN Protect? What happens to the downloaded apps when I unsubscribe?

To unsubscribe the service, you need to send STOP to 5052. The downloaded games are directly linked to your MTN Protect subscription, consequently, if you cancel the service you can no longer use the installed apps. The apps will appear in your mobile but won't launch. As such, you need to delete them to free up your memory space.

10. How to download the apps from MTN Protect? Do I have to pay data charges?

Search a specific app or browse through the MTN Protect to find what you want. Each app's individual page will have a "Download button. Press it and follow the instructions. To download the apps you'll need an internet connection. If you can't use a Wi-Fi connection you'll have to pay data charges. In upper left corner of the screen click "Options">"My Profile" you can check the box "download apps over 15mbps only connected to Wi-Fi networks" to avoid big data charges.

11. How can I find a specific app on MTN Protect?

Simply use the search bar and type the name of the app, or part of it, and look through the results. If you don't know the name then browse through the most suitable category or search in the new releases or popular apps.

12. What is the limit number of apps I can have in my phone?

The MTN Protect doesn't impose any restrictions. You can download as many apps/games as you wish. As such, the limit number of apps you can download will be restricted to the memory of your mobile phone.

13. Where do I find the apps downloaded from MTN Protect on my phone?

The apps downloaded from MTN Protect will be in "Options">"My Apps". The "My Apps" menu is divided into installed games and downloaded but not installed games. If you click on a downloaded but not installed app it would proceed to its installing. All the installed apps will appear in your home screen or "Apps" folder and to launch them just click the respective icon.

14. Where can I find help/instructions on using the apps?

Each app should have its specific instructions within itself.

15. Is signing up required to use MTN Protect?

Yes. You need to login in order to use the MTN Protect. Each time you enter you must introduce the PIN code sent.

16. What happens if I need to change my phone (stolen, lost, damaged or other reason)? What happens if I accidentally delete MTN Protect?

The MTN Protect automatically recognizes the MSISDN of the user, i.e. the telephone number to the SIM card, even if it is a new phone. You just need to insert again your MSISDN in the new phone and if you have a valid subscription you will be automatically reconnected to the MTN Protect. Similarly, if you delete MTN Protect accidentally you can download it again and continue to use it with your valid subscription.

17. How can I stop receiving notifications from the MTN Protect?

Simply uncheck the box "receive notifications about club news and apps" under "General Settings" in the "My Profile" screen.

18. Will the content change?

Yes, it will be updated frequently. Dedicated teams will be carefully building the content catalogue continuously, providing only relevant local and international apps.

19. Is a credit card required at any point?

No. No credit card is needed at any point.

20. Do I need an internet connection to run the Apps?

No. You only need internet connection to install the Apps. You can play / run them offline.

21. How do I uninstall an app?

To uninstall an app follow the normal steps you would with any app on Android. In most mobile phones: "Settings">"General">"Apps">Desired App>"Uninstall". The app will be eliminated from your App Box and your phone.

22. I cannot download or install an app. What might be the problem? What do I do?

Assure that your subscription is valid, that you have Wi-Fi connection/enough data bundle and that you have enough memory space for the app.

23. I cannot launch an app. What might be the problem? What do I do?

A MTN Protect app will not launch if you don't possess enough credit in your mobile balance or if you unsubscribed. If the problem is not related to insufficient funds at renewal date or cancellation of subscription then you should try deleting the app and proceed to the download again. If the problem persists, contact directly the respective owner/developer of the app.

24. I get the error message "Invalid Subscription", what does it mean?

It means that the app that you're trying to launch was downloaded through MTN Protect and that, due to termination of subscription caused by insufficient funds or decision to unsubscribe, you can no longer access it. To be able to open it again proceed to the necessary steps to ensure a valid subscription.

25. Is it guaranteed that applications will work?

No, it is not 100% guaranteed. There are out of control situations in which the applications might not work (new threat not yet identified, malfunction of phone's main features, not updated OS, faulty hardware, etc.). In this case, the service provider is not liable for the issue.

ANNEX 2
SPECIFIC TERMS AND CONDITIONS – AVAST SERVICE
VERSION 1.6 (REVISED JANUARY 4, 2018)
END USER LICENSE AGREEMENT

Please read the terms and conditions of this End User License Agreement ("Agreement") carefully before you use the Solution (as defined below). This is a legally binding contract. By assenting electronically, installing the Solution or using the Solution, you accept all the terms and conditions of this Agreement on behalf of yourself and any entity or individual you represent or for whose Device you acquire the Solution (collectively "you"). If you do not agree with the terms and conditions of this Agreement, do not continue the installation process, do not use the Solution and delete or destroy all copies of the Solution in your possession or control.

This relates to your use of certain software or services, including any Updates (each, a "Solution") in connection with which you are accepting this Agreement, and any related Documentation. In this Agreement, "Vendor" means the entity identified here as providing the Solution to you; "Documentation" means any user manuals and instructions provided with the Solution; and "Applicable Conditions" means collectively the Subscription Term together with the types of Devices, Permitted Number of Devices and other transaction terms, conditions and documents you accepted when you acquired the Solution (including any terms and conditions of sale), as well as the other limitations described by Section 2 and the Documentation.

Please note that this Agreement comes in two parts. Sections 1 through 12 of this Agreement apply to all Solutions, including those listed below. Section 13 sets out additional terms and conditions affecting specific Solutions or categories of Solutions, including Third Party Software, Services and other Products (Section 13.1); CloudCare and Managed Workplace (Section 13.2); Browser Cleanup (Section 13.3); WiFi Finder (Section 13.4); Avast Family Shield (Section 13.5); Mobile Apps (Section 13.6); Technician Edition (Section 13.7); Assurance Plan (Section 13.8); Premium Technical Support (Section 13.9); and Remote Access; Assistance Software (Section 13.10). This Agreement supersedes and replaces any other agreement you previously entered into with respect to a prior version of the Solution.

Vendor may amend this Agreement at any time by notice provided to you in accordance with this Agreement, and your continued use of any affected Solution at any point at least 30 days after the notice date will constitute your acceptance of the amendment of this Agreement. Vendor may require that you accept the amended Agreement in order to continue using any affected Solution you have previously acquired. If you decline to accept the amended Agreement,

Vendor may terminate your use of such affected Solution, in which case you may obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Term by following the instructions found [here](#).

1. LICENSE

Vendor grants to you a non-exclusive license to use the Solution and the Documentation for the agreed period indicated in the Applicable Conditions, including any extensions or renewals of the agreed period (the "Subscription Term"), provided that you agree to the terms and conditions of this Agreement.

2. PERMITTED USE OF THE SOLUTION

2.1. You may use the Solution on, or to support, up to the agreed number (the "Permitted Number of Devices") of mobile phones, smartphones, tablets, mobile network appliances, other mobile devices (each, a "Mobile Device"), personal computers, Internet-connected devices, or other device compatible with the Solution (each, including each Mobile Device, a "Device") indicated in the Applicable Conditions exclusively:

2.1.1. In the case of Solutions that Vendor designates for corporate, commercial or business use (each, a "Business Solution"), by you or your affiliates (those entities controlling you, controlled by you or under common control with you) for internal business purposes. In the event of any such use of the Business Solution by your affiliate, you are responsible for your affiliate's compliance with this Agreement, and a breach by your affiliate will be deemed a breach by you. Any obligations of Vendor under this Agreement will be owed solely to you and not your affiliates that use the Business Solution under the terms and conditions of this Agreement.

2.1.2. In the case of all other Solutions (each, a "Consumer Solution"), by you or members of your household for personal, noncommercial purposes.

2.2. You may make one backup copy of the Solution.

2.3. Provided the Solution is configured for network use, you may use the Solution on one or more file servers or virtual machines for use on a single local area network for only one (but not more than one) of the following purposes:

2.3.1. Permanent installation of the Solution onto hard disks or other storage devices for up to the Permitted Number of Devices; or

2.3.2. Use of the Solution over such single local area network, provided the number of different Devices on which the Solution is used does not exceed the Permitted Number of Devices; or

2.3.3. If the Applicable Conditions grant you the right to use the Solution in providing MSP Services, use of the Solution as described in Section 13.7.

2.4. YOUR USE OF THE SOLUTION OTHER THAN AS EXPRESSLY AUTHORIZED BY SECTION 2 OF THIS AGREEMENT, OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOLUTION, CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

3. UPDATES

Vendor, from time to time during the Subscription Term and without your separate permission or consent, may from time to time deploy an upgrade or

update of, or replacement for, any Solution ("Update"), and as a result of any such deployment you may not be able to use the applicable Solution or Device (or certain functions of the Device) until any such Update is fully installed or activated. Each Update will be deemed to form a part of the "Solution" for all purposes under this Agreement. Updates may include both additions to, and removals of, any particular features or functionality offered by a Solution or may replace it entirely, and Vendor will determine the content, features and functionality of the updated Solution in its sole discretion. Vendor or your Device is not required to offer you the option to decline or delay Updates, but in any event you may need to download and permit installation or activation of all available Updates to obtain maximum benefit from the Solution. Vendor may stop providing support for a Solution until you have accepted and installed or activated all Updates. Vendor in its sole discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to you. Vendor in its sole discretion may stop providing Updates for any version of the Solution other than the most current version, or Updates supporting use of the Solution in connection with any versions of operating systems, email programs, browser programs and other software with which the Solution is designed to operate.

4. OWNERSHIP RIGHTS

4.1. The Solutions and Documentation are the intellectual property of Vendor and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Solution is being used. The structure, organization and computer code of the Solution are valuable trade secrets and confidential information of Vendor. To the extent you provide any comments or suggestions about the Solution to Vendor, you grant Vendor the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to you and without your approval of such retention or use.

4.2. Except as stated in this Agreement, your possession, use of a Solution does not grant you any rights or title to any intellectual property rights in the Solution or Documentation. All rights to the Solution and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Vendor.

5. RESTRICTIONS

5.1. You may not copy or use the Solution or the Documentation except as set forth in Section 2 of this Agreement. You may not, and may not permit any third party to: (i) use any authorization code, license number, username/password combination or other activation code or number supplied by Vendor in connection with any Solution ("Activation Code") on, or for, more than the number of Devices specified by the Applicable Conditions; (ii) disclose any Activation Code to any party other than Vendor or Vendor designated representatives; (iii) except as expressly authorized by law; (A) reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract any Solution or any portion of the Solution (including any related malware signatures and malware detection routines); or (B) change,

modify or otherwise alter any Solution (including any related malware signatures and malware detection routines); (iv) except as authorized by a distribution agreement, reseller agreement or other agreement between you and Vendor or other member of Vendor Group, publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense any Solution; (v) except as expressly authorized by this Agreement (including Sections 13.2, 13.5 and 13.7), the Applicable Conditions or another agreement between you and Vendor or other member of Vendor Group, use any Solution to manage the facilities of a third party or grant any third party access to or use of any Solution on a service bureau, timesharing, subscription service or application service provider or other similar basis; (vi) use any Solution to provide or build a product or service that competes with the Solution; (vii) use any Solution in a manner that violates Vendor's published acceptable use policy; (viii) use or attempt to use any Solution to upload, store or transmit any data, information or materials that: infringe the intellectual property or other rights of third parties; contain any unlawful, harmful, threatening, abusive, defamatory or otherwise objectionable material of any kind; or otherwise in any way damage, disable or impair the operation of the Solution; (ix) gain or attempt to gain unauthorized access to any Solution or to software, services or networks connected to, or inter-operating with, such Solution, or to content stored or delivered through such Solution, by any means, including by hacking, spoofing or seeking to circumvent or defeat any firewalls or other protections and security measures of whatever nature; (x) test or benchmark, or disclose or publish testing or benchmark results, for any Solution without Vendor's prior written consent; or (xi) defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the use of copies of any Solution.

5.2. Certain Solutions may grant you or another user administrative privileges that, among other things, may allow the administrator to monitor other Devices and/or the status of Solutions deployed on other Devices, including for example Subscription Term status, Solution messages, and Updates. You represent and warrant that you will exercise such administrative privileges only with respect to Devices and Solutions for which you are duly authorized and for no other purpose. You also represent and warrant to Vendor that: (i) you have all the requisite authority to accept this Agreement, and install and/or use the Solution on the Devices, on behalf of any owners and users of those administered Devices; and (ii) you hereby accept this Agreement for and on behalf of: (A) any such owners and users of those administered Devices; and (B) yourself.

5.3. Certain Solutions may enable you to publish or share publicly with others, content you have generated or obtained from other sources ("User Content"). You retain any and all intellectual property rights you already hold under applicable law in User Content you publish or share through the Solution, subject to the rights, licenses, and other terms of this Agreement, including any underlying rights of others in any User Content that you may use or modify. You grant to each member of the Vendor Group, a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and royalty-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), modify, adapt, display, publicly perform,

transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any manner whatsoever, all or any portion of the User Content you publish or share through a Solution (and derivative works thereof), solely for the purpose of providing the Solutions to you under this Agreement. Each time you publish or share any User Content, you represent and warrant to each member of the Vendor Group that you are at least the age of majority in the state or jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Content you publish or share, and that, in regard to that User Content: (i) you are the sole author and owner of the intellectual property and other rights to the User Content, or you have a lawful right to publish and share the User Content and grant each member of the Vendor Group the right to use it as described in this Section 5.3, all without any obligation being imposed on any member of the Vendor Group to obtain the consent of any third party and without creating any obligation or liability whatsoever for any member of Vendor Group; (ii) the User Content is accurate; (iii) the User Content does not and, as to each member of the Vendor Group's permitted uses and exploitation set forth in this Agreement, will not infringe any intellectual property or other right of any third party; and (iv) the User Content will not violate this Agreement or cause injury or harm to any person.

6. LIMITED WARRANTY; DISCLAIMER AND EXCLUSION OF LIABILITY

6.1. Subject to the remainder of this Section 6, Vendor warrants to you that the Solution will perform, or will be performed, substantially in accordance with the Documentation for a period of 30 days following your initial acquisition of the Solution. To make a warranty claim, you must follow the instructions provided by the source from which you acquired the Solution. If the Solution does not perform substantially in accordance with the Documentation, the entire and exclusive liability of each member of the Vendor Group and each Vendor Partner, and your sole and exclusive remedy, in respect of such warranty will be limited to, at Vendor's option, to either: (i) replacement of the Solution; or (ii) return of the Solution to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Term. This warranty applies only to the Solution as originally delivered, and does not apply to: (i) any Updates; (ii) any defects caused by the combination, operation or use of the Solution with: (A) software, hardware or other materials not provided by Vendor; or (B) Devices, software, or other materials that do not conform to Vendor requirements set forth in the Documentation.

6.2. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS DO NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING ANY SOLUTION OR DOCUMENTATION. EXCEPT AS STATED IN SECTION 6.1 OF THIS AGREEMENT, THE SOLUTION IS PROVIDED "AS IS" AND MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS IMPLIED BY STATUTE, COMMON LAW, JURISPRUDENCE OR OTHER THEORIES OF LAW, INCLUDING IMPLIED

WARRANTIES OR CONDITIONS OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE OPERATION OF ANY SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SOLUTION WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE, OR THAT ANY SOLUTION WILL PROVIDE COMPLETE PROTECTION FOR THE INTEGRITY OF SELECTED DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

6.3. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ANY SOLUTION PROVIDED TO YOU WITHOUT FEES (INCLUDING ANY SOLUTION PROVIDED AS A "FREE," "TRIAL" OR "BETA" SOLUTION) IS PROVIDED ON AN "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT SUPPORT OR OTHER SERVICES BY VENDOR.

6.4. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL VENDOR OR ANY COMPANY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH VENDOR (COLLECTIVELY, THE "VENDOR GROUP") OR THEIR RESPECTIVE AGENTS, LICENSORS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, RESELLERS, WIRELESS CARRIERS OVER WHOSE NETWORK OR SYSTEMS ANY SOLUTION IS PROVIDED, OR ANY OTHER BUSINESS PARTNER OF ANY MEMBER OF THE VENDOR GROUP (COLLECTIVELY, THE "VENDOR PARTNERS") BE LIABLE TO YOU OR ANY THIRD PARTY FOR:

6.4.1. ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY;

6.4.2. ANY DAMAGES FOR ANY LOSS OF BUSINESS, PROFITS OR REVENUE, LOSS OF PRIVACY, LOSS OF USE OF ANY DEVICE OR SOLUTION (INCLUDING THE SOLUTION), WASTED EXPENDITURE, COSTS OF PROCURING SUBSTITUTE OR REPLACEMENT GOODS, SERVICES OR DIGITAL PRODUCTS, BUSINESS INTERRUPTION, ANY UNAUTHORIZED DISCLOSURE OR LOSS (INCLUDING ANY CORRUPTION, DEGRADATION OR UNAVAILABILITY) OF ANY DATA OR INFORMATION OF ANY NATURE (WHETHER OR NOT ANY OF THE FOREGOING LOSSES, DAMAGES, COSTS OR EXPENDITURE ARE DIRECT OR INDIRECT LOSSES OR DAMAGES); OR

6.4.3. ANY OTHER PECUNIARY OR NONPECUNIARY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY SOLUTION PROVIDED HEREUNDER; EVEN IF SUCH MEMBER OF THE VENDOR GROUP OR VENDOR PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, NO MEMBER OF THE VENDOR GROUP OR ANY VENDOR PARTNER WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, DEGRADATION, UNAVAILABILITY, ERASURE, THEFT, DESTRUCTION, ALTERATION, DISCLOSURE OR LOSS OF ANY DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED BY OR IN CONNECTION WITH ANY SOLUTION REGARDLESS OF THE CAUSE. TO THE

FULL EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES WILL ANY MEMBER OF VENDOR GROUP OR ANY VENDOR PARTNER'S TOTAL AGGREGATE LIABILITY FOR ALL LOSS OR DAMAGE TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO ANY SOLUTION, THE SUBSCRIPTION OR THIS AGREEMENT EXCEED THE GREATER OF: (I) FIVE U.S. DOLLARS (US\$5.00); AND (II) THE AMOUNT OF THE SUBSCRIPTION FEES YOU HAVE PAID FOR THE IMMEDIATELY PRECEDING 12 MONTHS OF THE SUBSCRIPTION TERM.

6.5. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY OF MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS CONTAINED IN THIS AGREEMENT WILL NOT LIMIT OR EXCLUDE THEIR POTENTIAL LIABILITY FOR:

6.5.1. DEATH, PERSONAL INJURY OR FRAUD BEYOND THE EXTENT PERMITTED BY APPLICABLE LAWS; AND

6.5.2. ANY MATTER THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.

7. PRIVACY; PROCESSING OF PERSONAL INFORMATION

7.1. You acknowledge and agree that any Solution may communicate automatically with Vendor's cloud-based technology to function, and to make any Solution and other Vendor products and services more effective. You may withdraw your consent to such communication only by uninstalling and/or deactivating the Solution.

7.2. Vendor processes certain information and data (which may include personally identifiable information and/or personal data) relating to: (i) the user of the Solution and/or any Device on which the Solution is used; (ii) the Solution and/or any Device on which the Solution is used. Vendor's applicable privacy policy which you can find here describes how Vendor collects, uses and otherwise processes such information and data.

8. TERMINATION

8.1. This Agreement will immediately terminate upon your breach of any of your obligations in this Agreement (including any breach of your obligations in Sections 2, 5 or 9, which will result in forfeiture of any rights you may have to receive Updates or to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Term). Vendor reserves the right to any other remedies available under law in the event your breach of any of your obligations under this Agreement adversely affects any member of the Vendor Group or any Vendor Partner. The exclusions and limitations of liability of members of the Vendor Group and Vendor Partners contained in this Agreement will survive termination of this Agreement.

8.2. Vendor, by notice to you, may immediately terminate this Agreement for convenience at any time with respect to any particular Solution or all Solutions and the entire and exclusive liability of each member of the Vendor Group and each Vendor Partner, and your sole and exclusive remedy, in respect of any such termination will be limited to a refund for the portion of the subscription fees you have paid for the unexpired or unused portion of the Subscription Term. From

the effective date of such termination you will no longer be entitled to use any affected Solution and Documentation.

9. U.S. GOVERNMENT RESTRICTED RIGHTS

All Solutions qualify as “commercial items,” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such Solutions and related Documentation with only those rights set forth in this Agreement that apply to non-governmental customers. Use of such Solutions and related Documentation constitutes agreement by the U.S. Government entity that the computer software and computer software documentation is commercial, and constitutes acceptance of the rights and restrictions set forth in this Agreement.

10. EXPORT CONTROLS

You must comply with all applicable U.S. and international laws governing export and re-export of the Solutions, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing, you represent, warrant and undertake that: (i) you are not a member of any of the denied persons list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) you will not use, export or re-export any Solution to territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold each member of the Vendor Group harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this Section 10.

11. BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

11.1. This Section 11 applies to any Dispute arising from or related to any Solution, subscription for any Solution or this Agreement, and involving you and Vendor. “*Dispute*,” for the purposes of this Section 11, means any dispute, action, or other controversy regardless of the particular cause of action(s) asserted (i.e., it encompasses, among any other potential cause of action or legal basis, claims for breach of contract, misrepresentation or fraud, indemnification, tort (including negligence) violation of statute or regulation).

11.2. In the event of a Dispute, you must provide Vendor with a notice of Dispute, which is a written statement of your name, address and contact information, the facts giving rise to the Dispute, and the relief requested by you. You must send any notice of Dispute by email to Vendor at legal@avast.com (stating Subject: Section 11 Notice of Dispute under EULA).

11.3. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

11.4. If you and Vendor do not resolve any Dispute by informal negotiation, any other effort to resolve the Dispute will be conducted exclusively by binding arbitration governed by the United States Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. Except as provided in Section 11.5 below, you are giving up the right to litigate (or participate in litigation as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right to judicial review under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

11.5. The arbitration requirement of this Section 11 is subject to the following exceptions:

11.5.1. You may litigate any Dispute in small claims court, in the county or other similar political subdivision in which you reside, if the Dispute meets all requirements to be heard in the small claims court. If you initiate a claim in small claims court, you are responsible for all court costs and fees.

11.5.2. All Disputes concerning any alleged misappropriation of your or Vendor's intellectual property will be resolved in court.

11.5.3. If you are a consumer and live in the European Union, Norway, Iceland or Lichtenstein, you may be entitled to address your Dispute through an internet platform for online dispute resolution established by the European Commission (the "ODR Platform"). The ODR Platform is intended to facilitate out-of-court resolutions relating to online purchases of goods and services between consumers and traders based in the European Union, Norway, Iceland and Lichtenstein. You will find the ODR Platform by following this link: <http://ec.europa.eu/consumers/odr/>.

11.6. Any arbitration will be administered by the American Arbitration Association (the "AAA") in accordance with the AAA's "Consumer Arbitration Rules" effective September 1, 2014, including the "Costs of Arbitration (Including AAA Administrative Fees)" effective September 1, 2014 (collectively, the "Consumer Procedures") and will be subject to the following:

11.6.1. The Consumer Procedures provide for certain fees, specifically allocating some to the consumer (you) and others to the business (Vendor). If your claim is US\$75,000 or less, Vendor will pay all of those specified fees and costs, including those allocated to the consumer. Vendor does not agree to bear any other costs. If your claim is more than US\$75,000, the Consumer Procedures will govern payment.

11.6.2. Except as provided in below, the AAA's Consumer Procedures will be applied to any Dispute between the parties. However, pursuant to Consumer Arbitration Rule R-1(e), a party may raise the proper application of the Consumer Arbitration Rules to an arbitrator for a final decision. This Agreement governs to the extent it conflicts with the Consumer Procedures. You will commence arbitration only in the county or other similar political subdivision in which you reside. The arbitration proceedings will be conducted by conference call. However, if the proceedings are conducted pursuant to the AAA Consumer

Procedures, the arbitrator(s) will have the discretionary authority to require a face-to-face hearing upon the request of a party.

11.6.3. You and the Vendor agree that the use of the AAA to administer arbitration is not integral to the parties' agreement to arbitrate Disputes. If the AAA will not or cannot conduct an arbitration, you and Vendor will negotiate in good faith to agree on a sole arbitrator who will resolve the Dispute as provided in the Consumer Procedures. If the parties cannot agree on an arbitrator, a court of competent jurisdiction may appoint an arbitrator, who will follow the AAA's Consumer Procedures.

11.6.4. If one or more parts of this Section 11 are found to be illegal, invalid or unenforceable as to all or some parts of a Dispute, then, and only in that circumstance, those parts will be severed and the Dispute will be resolved subject to all remaining parts of this Section 11 and all other provisions of this Agreement. If such severance results in all or some parts of a Dispute proceeding in a court of law, exclusive jurisdiction for any such court proceeding will be the courts sitting in the county of New York, New York, U.S. For purposes of any such court proceeding, you consent to, and will not challenge, the New York, New York courts' personal jurisdiction over you, and you further waive objection based upon improper venue or forum non conveniens and will not seek transfer to another district or jurisdiction.

11.7. Notwithstanding the preceding paragraphs of this Section 11, if you acquired a Solution for other than personal or household use, the arbitration proceedings, including the payment of costs, will be administered in accordance with the AAA's Commercial Arbitration Rules (the "Commercial Procedures"). The Commercial Procedures are appropriately applied to any Dispute between the parties, and you will not advocate otherwise in any proceeding. However, this Agreement governs to the extent it conflicts with the Commercial Procedures.

12. GENERAL

12.1. Notice. Vendor may at any time deliver any notice to you via electronic mail, pop-up window, dialog box or other means, even though in some cases you may not receive the notice unless and until you launch a Solution. Any such notice will be deemed delivered on the date Vendor first makes it available through a Solution, irrespective of when you actually receive it.

12.2. Questions About This Agreement. If you have any questions regarding this Agreement or wish to request any information from Vendor, please write to Avast Software s.r.o., Piktova 1737/1a, Prague 4, Postal Code 140 00, Czech Republic, e-mail: support@avast.com, tel.: +420 274 005 777 or visit our support page at www.avast.com/support.

12.3. Separate Agreements. If you acquired two or more Solutions, even in a single transaction, or you acquired subscriptions to any one Solution in multiple transactions, you may have accepted this End User License Agreement multiple times. Although the terms and conditions you accepted may be similar or identical, each time you accepted the terms and conditions of this End User License Agreement you entered into a different and separate agreement between you and the Vendor providing the applicable Solution.

12.4. Entire Agreement. This Agreement constitutes the entire agreement between you and Vendor relating to your use of the Solutions and

Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your installation and/or use of the Solutions or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement, the Applicable Conditions and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) the Applicable Conditions; (ii) this Agreement; and (iii) the Documentation.

12.5. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words "includes" and "including" will be construed as followed by the words "without limitation." Any reference to "use" of any software, Solution or Update by you shall be deemed to include any installation of any such software, Solution or Update by you (unless the context otherwise requires). This Agreement was originally prepared in the English language. Although Vendor may provide one or more translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

12.6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable law.

12.7. Impossibility. Vendor will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of any members of the Vendor Group or any Vendor Partners), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting any member of the Vendor Group or any Vendor Partner, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond any member of Vendor Group or Vendor Partner's reasonable control.

12.8. Waiver. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance with this Agreement, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose

whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

12.9. Assignment. You may not assign your rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may assign this Agreement at any time in its sole discretion without any prior written consent by you.

12.10. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than you, members of the Vendor Group and Vendor Partners, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. No person other than you, Vendor and members of the Vendor Group may bring a cause of action pursuant to this Agreement. Vendor will be entitled (but not obligated) to enforce any rights, remedies, limitations and exclusions of liability, and legal defenses of any member of Vendor Group or Vendor Partner under this Agreement, including any rights and remedies for any loss, damage or claim suffered or incurred by any member of Vendor Group or Vendor Partner: (i) arising from or in connection with any failure by you to comply with any term or condition of this Agreement; or (ii) you are required to indemnify under this Agreement. No such loss, damage or claim will be deemed excluded as indirect, consequential or incidental loss or damage under Section 6.4.1 as a result of such loss, damage or claim having been suffered or incurred by another member of Vendor Group or Vendor Partner rather than by Vendor.

12.11. Governing Law. The governing law of this Agreement will be the substantive law of the State of New York, U.S. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded.

12.12. Internet connection. Certain Solutions may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.

12.13. Product names. Vendor from time to time may change the name of a Solution, or change the name or logo applied to the Solution to the name or logo of another member of the Vendor Group or a Vendor Partner. These changes do not alter your subscription for any Solution, the Subscription Term or this Agreement, and do not give you any right to terminate your subscription for a Solution, the Subscription Term or this Agreement.

13. SPECIAL TERMS

The following special terms apply to certain Solutions. If these special terms conflict with the remainder of the Agreement, these special terms will govern and take precedence with respect to the applicable Solutions.

13.1. Third Party Software, Services and Other Products. Some Solutions offer you the opportunity to acquire software, services and other products supplied by third parties. You acknowledge that the applicable third party is solely responsible for its offerings and Vendor makes no representations or warranties concerning those offerings and accepts no liability with respect to them, and if you acquire or use any of these third party offerings, the offerings

and your use of them will be governed by any license agreements, terms of use, privacy policies and/or other terms and conditions required by the third party.

13.2. CloudCare and Managed Workplace. This Section 13.2 applies to the extent the Applicable Conditions authorize you to use CloudCare or Managed Workplace in providing MSP Services to third parties.

13.2.1. As used in this Section 13.2:

(a) "Avast Business Service" means HD Services and/or NOC Services as the context requires.

(b) "Customer" means a third party to whom you provide or wish to provide MSP Services.

(c) "HD Services" means the helpdesk services Vendor or its third party supplier provides to you for the benefit of one or more Customers, in each case as described in the Documentation as Vendor may modify the same from time to time.

(d) "MSP Services" means the managed service you provide your Customers using the Solutions (including, as applicable, any Avast Business Service).

(e) "NOC Services" means remote Device monitoring and management services Vendor or its third party supplier provides to you for the benefit of one or more Customers, in each case as described in the Documentation as Vendor may modify the same from time to time.

(f) "Service Agreement" means an agreement between you and a Customer that, among other things, clearly describes the services you have agreed to provide the Customer.

13.2.2. Vendor, subject to the provisions of this Agreement, grants you a limited, non-exclusive, non-transferable license (with no rights to sublicense) during the Subscription Term to use the relevant Solutions (including as applicable Avast Business Services or CCleaner Business Edition) to provide MSP Services to your Customers.

13.2.3. Vendor, subject to the terms and conditions of this Agreement, will provide you with Solutions (including as applicable Avast Business Services or CCleaner Business Edition) for the benefit of your Customers.

13.2.4. You, subject to the terms and conditions of this Agreement, will:

(a) Require that: (i) each Customer (including you, to the extent applicable) receiving a Solution execute or otherwise bind itself to the then-current version of this Agreement; and (ii) each Customer to whom you have agreed to provide Solutions execute or otherwise bind itself to a Service Agreement. Without limiting the foregoing, you may accept the Vendor's End User License Agreement on the Customer's behalf only to the extent the Customer has expressly authorized you to do so in the Service Agreement or otherwise. The Service Agreement will: (i) contain provisions at least as protective of Vendor Group's interests as this Agreement; and (ii) expressly authorize you and Vendor Group to reproduce, transmit, store and process the Customer's data and information in connection with the operation and performance of any Solution.

(b) As between Vendor and you, be solely responsible for: (i) performing your obligations under the Service Agreement; (ii) ensuring that you and all Customers comply with all applicable laws concerning the monitoring of employees and other third parties and their respective Devices; (iii) performing the tasks and obligation assigned to you and Customers by the Agreement,

Applicable Conditions and Documentation; and (iv) on the expiration or termination of the applicable Service Agreement, terminating provision of any Solution and removing or causing the Customer to remove or deactivate any Solution from any Devices on which it is used.

13.3. Browser Cleanup. When you use Browser Clean Up add-on ("BCU"), you authorize BCU to change your existing browser setting to the new browser setting.

13.4. WiFi Finder. WiFi Finder enables its users to assist other users to obtain internet access through sharing of data about WiFi networks. If you opt to share data about WiFi networks with other users, you are solely responsible for ensuring that you are not violating any third party rights relating to such WiFi networks or any data you share. Members of Vendor Group accept no responsibility or liability for your compliance with terms and conditions applicable to the use of any WiFi networks or any data you share.

13.5. Avast Family Shield.

13.5.1. Avast Family Shield is intended for personal, noncommercial use by parents to protect their children, by legal guardians to protect their wards, or by adults to protect other adults from whom they have received fully informed consent. You must not use Avast Family Shield other than as intended, and members of Vendor Group accept no responsibility or liability for any unauthorized or illegal use.

13.5.2. By using Avast Family Shield, you represent and warrant that: (i) you are 18 years of age or older; and (ii) you have the authority to, and hereby consent to, the collection of data for any person that you include in your Avast Family Shield account, including any persons under 13 years old. You acknowledge that members of Vendor Group will collect, use and disclose geographic location and other information necessary to enable the operation and delivery of the Avast Family Shield features.

13.5.3. You acknowledge that: (i) results you may obtain from Avast Family Shield, including data and messaging, may not be accurate, timely or reliable; (ii) some content you consider objectionable or want to be blocked may not always be blocked by Avast Family Shield; (iii) Avast Family Shield may sometimes block content that you may consider acceptable; and (iv) because third-party content can change without notice, Vendor cannot guarantee that its categories of content and content filters will always stay current with changes in third-party content. If you believe Avast Family Shield is misclassifying a site or service, please contact Vendor by e-mail at familyshieldhelp@avast.com.

13.6. Mobile Apps. This Section 13.6 applies to any Solution intended for use on Mobile Devices.

13.6.1. For any Solution downloaded from Google Play (<http://play.google.com>), the license granted by this Agreement is in lieu of any rights to use a Solution that would otherwise be granted by the default terms for applications downloaded from the Google Play Store.

13.6.2. For any Solution downloaded from the Apple App Store, the following terms apply:

(a) The licenses granted by this Agreement are limited to a non-transferable license to use the Solution on any iPhone, iPod Touch or other Apple-powered Device that you own or control and as permitted by the Usage Rules set forth in

the Apple App Stores Terms of Service, available online at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> or through such sites and other means made available to you by Apple.

(b) This Agreement is concluded solely between the parties, and not with Apple. Vendor, not Apple, is solely responsible for the Solution and the content of such Solution.

(c) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Solution.

(d) If the Solution fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Solution to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Solution, and that, as between you, Vendor and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Vendor's sole responsibility.

(e) Vendor, not Apple, is responsible for addressing any claims by you or any third party relating to the Solution or your possession and/or use of that Solution, including: (i) product liability claims; (ii) any claim that the Solution fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(f) In the event of any third party claim that the Solution or your possession and use of that Solution infringes that third party's intellectual property rights, Vendor, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(g) You must comply with any applicable third party terms when using the Solution. For example, for a VOIP Solution, you must not violate your wireless data service agreement when using the Solution.

(h) Apple and Apple's subsidiaries are third party beneficiaries of this Agreement and, on your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

13.6.3. For Solutions downloaded from the Amazon Appstore, Amazon may designate certain customer terms of use for the Amazon Appstore as "Default EULA Terms." Those Default EULA Terms will apply to your use of Solutions you purchase through the Amazon Appstore. The Default EULA Terms will specify, among other things, that Vendor is the licensor of the Solution and Amazon is not a party to this Agreement. If there are any conflicts between the Default EULA Terms and this Agreement, then to the extent of such conflict the Default EULA Terms will govern and take precedence. Amazon does not have any responsibility or liability related to compliance or non-compliance by Vendor or you with the Default EULA Terms.

13.7. Technician Edition. This Section 13.7 applies to the extent you have purchased the Technician Edition of a Solution. You may permit the number of technicians specified by the Applicable Conditions to use the Solution to perform optimization services and repairs to Devices owned by third parties. Each technician may install the Solution on only one third party Device at any given time, and must remove the Solution from the Device before returning control of the Device to the owner.

13.8. Assurance Plan. This Section 13.8 applies to Assurance Plans.

13.8.1. "Assurance Plan" means a service under which Vendor's technician (an "Associate"), in exchange for a separate subscription fee, will assist you to remove viruses or other malware that infects your protected Device during the Subscription Term. Assurance Plans are sold together with certain Vendor antivirus Solutions or other security Solutions (each, a "Security Solution"), and supplement the protections offered by the Security Solution.

13.8.2. If you request Vendor's assistance under the Assurance Plan, and if you and your Device qualify for assistance under Section 13.8.3, Vendor will use commercially reasonable efforts to assist you to remove the viruses or other malware affecting your Device. You hereby acknowledge, accept and agree that Vendor's efforts may not be enough to remove certain viruses or other malware from your Device, and that Vendor, in the course of providing service, may alter, delete or corrupt data on your Device, change Device settings, or otherwise interfere with the proper operation of your Device.

13.8.3. The Assurance Plan covers: (i) only the Device for which you purchased the related Security Solution, and may not be transferred to another Device; and (ii) only viruses and other malware infecting the Device during the Subscription Term, after you downloaded and installed the Security Solution on the Device, and while the Security Solution was running with up-to-date malware definitions. Vendor may terminate the Assurance Plan without notice if it determines in its sole business judgment that you have requested or received service under the Assurance Plan for a Device not covered by the Assurance Plan, transferred or attempted to transfer the Assurance Plan to another person or entity, or otherwise breached the terms of the Assurance Plan.

13.8.4. Vendor, in providing assistance under the Assurance Plan, may require remote access to your Device, and/or may require that you install Assistance Software, in which case you acknowledge and agree that that Section 13.10 applies. If you cannot or do not provide remote access to your Device and/or you cannot or do not download and install the Assistance Software on the Device or follow Vendor's or Associate's other instructions, or if Vendor determines your Device does not qualify for support under the Assurance Plan, Vendor will not provide service under the Assurance Plan. Vendor may (but is not required to) refer you to a service under which Vendor or its subcontractor, for a fee, will provide assistance.

13.9. Premium Technical Support. This Section 13.9 applies to Avast Total Care, AVG Premium Tech Support and other technical support services (each, "Premium Technical Support") that Vendor sells separately from its software Solutions, and through which Vendor may help you install, configure or troubleshoot any of a variety of software products and/or equipment or systems, including a PC, Mac, tablet, mobile phone or any other personal computing device, wireless router, cable modem or other router, printer, digital camera, media player, Smart TV and DVD/Blu-Ray player.

13.9.1. The Associate, in providing Premium Technical Support, will use commercially reasonable efforts to assist you with the problems you are experiencing but, due to the variety and the complexity of technologies available on the market, the Associate may not be able to resolve your issues. This may include, for example, problems that arise as a result of software or hardware

errors not yet resolved by the manufacturer, or problems related to the equipment configuration that makes it impossible or unreasonably difficult for the Associate to properly diagnose and solve the issue. As a result, you hereby acknowledge and agree that Vendor's efforts may not be enough to solve the issues you identify, or that those issues will not be solved in a timely manner.

13.9.2. The Associate, in providing Premium Technical Support, may require remote access to your Device, and/or may require that you install Assistance Software, in which case you acknowledge and agree that that Section 13.10 applies. If you cannot or do not provide remote access to your Device and/or you cannot or do not download and install the Assistance Software on the Device or follow Vendor's or Associate's other instructions, or if Vendor determines your Device does not qualify for support under the Premium Technical Support subscription, Vendor will not provide Premium Technical Support.

13.10. Remote Access; Assistance Software

13.10.1. Remote Access. Vendor or an Associate, when providing services under the Assurance Plan, as part of Premium Technical Support or in connection with other services, may need to remotely connect to, and take control of, your equipment in order to resolve the issues that you are experiencing. In connection with this remote connection session:

(a) The Associate may need to run various scripts on your equipment, make changes to its configuration, install and uninstall software, and make other changes to the equipment and/or software settings of such equipment as may be necessary to address your issues. You understand that the Associate may, but is not obligated to, install and remove various proprietary or third party software tools where the Associate deems it necessary to assist you with the issues that you are experiencing. Elements of such software are protected by law, including copyright.

(b) You acknowledge and agree that, by authorizing the Associate to establish a remote connection session, you grant Vendor (and partners and contractors acting on Vendor's behalf) full or limited access to your equipment, software and network (depending on your equipment, software and network configuration), and authorize Vendor to make such modifications as described above or as otherwise advised by the Associate during delivery of the Solution. You acknowledge and agree that the Associate, or you acting on the Associate's direction may alter, delete or corrupt software or data on your equipment, change equipment, software or network settings, or otherwise interfere with the proper operation of your equipment, software or network.

(c) You acknowledge and agree that the Associate may have access to any information stored on your Device. Associates are trained not to access more information than necessary to resolve the issues for which you are requesting the Associate's support. You must nevertheless remain in front of your Device screen to observe the actions of the Associate while he or she delivers the Solution on your Device. You will have the opportunity to end the live support session at any time by advising the Associate or disconnecting the remote connection session.

13.10.2. Assistance Software.

(a) Vendor or an Associate, as a condition to providing services under the Assurance Plan, Premium Technical Support or other services, may instruct you

to download and install on the Device a software program (the "Assistance Software") allowing the Associate to gain remote access to your Device, gather information about the Device and its operations, diagnose and repair the problem, and change Device settings. You may also need to follow other instructions given by the Vendor or an Associate.

(b) If you or an Associate install Assistance Software on a Device, that Assistance Software:

(i) May require that you activate it on your Device. If you do not complete the activation process within the period of time requested by the Associate or as prompted by the Assistance Software, the Assistance Software may cease to function until the activation is complete.

(ii) May communicate with Vendor's (or its partner's or contractor's) servers on a regular basis to: (i) ensure that you receive all the services and software you are eligible to as part of your Solution; (ii) enable you to promptly launch a chat session with an Associate as part of your Solution; or (iii) give you access to certain self-service tools as part of your Solution.

(iii) May by default constantly run on your Device and perform various background tasks that help maintain your Device in working condition. When running, it may collect various data regarding your Device, including its technical specifications, information regarding its operating system, downloaded and/or installed software, updates and upgrades, the availability and the status of your security software, backups and firewalls, various unique identifiers, system and software error messages, network connections status, connected peripherals and other connected devices, and similar such information and data. This information helps Vendor to prevent many common issues that you may be experiencing, and also to quickly identify problems for which you may be requesting Vendor's support.

ANNEX 4

SPECIFIC TERMS AND CONDITIONS – Pcloud

These Terms of Service ("Terms") govern your use of the pCloud website located at <http://www.pcloud.com> (the "Site") and the pCloud services, including the API (Application Program Interface) (collectively the "Services"). These Terms apply to all users of the Site and Services. By using the Site or Services, you agree to these Terms.

Information About us

The Site is operated by pCloud AG (hereinafter referred to as "pCloud", "we", "us" and "our"). We are a company registered in Switzerland. Our registered office is at: 74 Zugerstrasse Str, 6340 Baar, Switzerland.

Changes to these Terms

From time to time, we may change these Terms and Conditions ("The Terms"). If we change these Terms, we will inform you by posting the revised Terms on the Site. When visiting the Site, we encourage you to make sure you have read the most recent version of these Terms. Those changes will take effect on the Revision Date, shown in the revised Terms. By continuing to use our Site or Services, you agree to the revised Terms.

Eligibility

You must be at least 18 years old to use the Site or the Services.

Additional Terms

Some of our Services have additional terms and conditions ("Additional Terms"). Where Additional Terms apply to a Service, we will make them available for you to read through, prior to your use of that Service. By using the Services, you agree to the Additional Terms.

Access to the Site

In order to use the Site or Services, you must first register to set up an account with us by completing the account registration form available on the Site. You only need to register once. Registration is subject to approval by us in all cases, and we reserve the right, in our sole and absolute discretion, to decline any application for registration, without giving a reason.

You must ensure that any registration details you provide are accurate. Please check carefully the details you have provided in the online form before finalizing your application to register. You can check for errors on screen before

submitting the online form. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update the information you have provided us with, including your account settings, in the relevant area of the Site.

If your application to register to use the Site and Services is accepted, you will be assigned the username (email) and password you submitted with your application (together referred to as your "**Credentials**"). You must keep your Credentials confidential and must not reveal them to anyone.

You are responsible for all activities performed under your Credentials. You must notify us immediately if you know of, or suspect, that anyone has obtained access to your Credentials, or if you otherwise become aware of any unauthorized use of your Credentials or another security breach.

Unless we have previously been notified by you that the confidentiality of your Credentials has been compromised, we are entitled to treat any use of the Site under your Credentials as being by you.

We may disable access via your Credentials at any time if, in our opinion, this is reasonably necessary to preserve the security and proper operation of the Site or Services, if you have failed to comply with any of the provisions of these Terms or if any details you provide for the purposes of registering prove to be false.

It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the Site and Services and is compatible with the Site. It is also your responsibility to ensure that anyone who accesses the Site or Services using your Credentials or via your Internet connection is aware of these Terms and that they comply with them.

Access to the Site and Services is permitted on a temporary basis and we reserve the right to withdraw, modify or suspend the Site or Services without notice. We will not be liable to you or any third party for any unavailability, modification, suspension or withdrawal of the Site or Services, or any features, parts or content of the Site or Services at any time for any period. pCloud will make commercially reasonable efforts to ensure that pCloud storage is available and able to successfully process requests during at minimum 99.9% of each calendar year.

User Responsibilities

Content stored or posted on the Site or the Services may be protected by the intellectual property rights of others. Please do not copy, upload, download or share files unless you have the right to do so. You will be fully responsible and liable for what you or anyone using your account copies, shares, uploads, downloads or otherwise uses while using the Site or Services.

pCloud will work to ensure that User Content (as defined below) and data is not lost or corrupted, but we advise that you ensure that you back up all of your User Content and data.

Acceptable Use of the Site and Services

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account. Our goal is to create a positive and

safe experience for all of our users. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to pCloud. When you use the Site or Services, you may not and agree that you will not:

1. violate any law or regulation;
2. violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
3. use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs or personal contact information of others without their permission;
4. transmit anything that is illegal, abusive, defamatory, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
5. send unsolicited or unauthorized advertising or commercial communications, such as spam;
6. stalk, harass, or harm another individual;
7. impersonate or misrepresent your affiliation with someone else;
8. use any means to "scrape," "crawl," or "spider" any web pages contained in the Site (although pCloud may allow operators of public search engines to use spiders to index materials from the Site for the sole purpose of creating publicly available searchable indexes of the materials, but not caches or archives of such materials, and pCloud reserves the right to revoke these capabilities either generally or in specific cases);
9. use automated methods to use the Site or Services in a manner that sends more requests to the pCloud servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
10. interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
11. if you are using the Site or Services as an individual consumer user, register for more than one pCloud account or register for a pCloud account on behalf of an individual other than yourself, or, if you are using the Site or Services as an organization, register more than one pCloud account for one user or register for a pCloud account on behalf of someone outside of your organization;
12. recruit or otherwise solicit any user to join third party services or websites that are competitive to pCloud, without pCloud's prior written approval;
13. use, display, mirror or frame the Site or any individual element within the Site or Services, pCloud's name, any pCloud trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without pCloud's express written consent;
14. access, tamper with, or use non-public areas of the Site or Services, pCloud's computer systems, or the technical delivery systems of pCloud's providers;

15. attempt to probe, scan, or test the vulnerability of any pCloud system or network or breach any security or authentication measures;
16. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by pCloud or any of pCloud's providers or any other third party (including another user) to protect the Site or Services;
17. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Services, except to the limited extent as may be allowed by the applicable law; or advocate, encourage, or assist any third party in doing any of the foregoing.

pCloud will have the right to investigate and prosecute breaches of any of the above to the fullest extent of the law. pCloud may involve and cooperate with law enforcement authorities in prosecuting users who breach these Terms. You acknowledge that pCloud has no obligation to monitor your access to or use of the Site or Services or to review or edit any User Content, but has the right to do so for the purpose of operating the Site or Services, to ensure your compliance with these Terms, or to comply with the applicable law or the order or requirement of a court, administrative agency or other governmental body. pCloud reserves the right, at any time and without prior notice, to remove or disable access to any content that pCloud, at its sole discretion, considers as objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

pCloud reserves the right to limit the traffic generated by one or more of the download links you have generated based solely on pCloud's discretion. In such occurrences, access to content on these links will be restricted for registered Premium and Premium Plus users only.

In the case of such a restriction being imposed, users who have subscribed to Premium and Premium Plus plans will be given the option to purchase additional traffic for the limited download link(s). The threshold for traffic generated from the download links of Premium and Premium Plus plans subscribers is set higher than the one of the users on a Free plan.

Once you delete a file from your pCloud account, it will be moved to a folder named "Trash". pCloud reserves the right to limit the size of the Trash folder, on pCloud's sole discretion. The Trash folder has a size limit exactly equal to the storage quota, included in your current pCloud account.

User Content

In these Terms, "**User Content**" shall be used to refer to all content and information that you store, upload, post or share using the Site or Services. All User Content shall be owned by you or the person who made it available to you to store or upload via the Site or Services. In consideration of being provided with use of the Site and the Services made available pursuant to these Terms, you give pCloud permission to use your User Content as follows: you grant to pCloud and its affiliates a worldwide license to use, copy, perform or display your User Content in connection with providing you access to the Site and/or Services only. We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others. Where your

User Content includes reviews, comments or feedback about the Site or Services, we may use those reviews, comments or feedback, to advertise and promote pCloud, the Site or the Services. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. Our license to use your User Content as set out above is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise the rights you grant us anywhere in the world. Finally, our license is perpetual, meaning that our license lasts for an indefinite period of time.

You hereby undertake that:

1. you own all rights to your User Content or, alternatively, you have the right to give pCloud the rights described above;
2. you have paid and will pay in full any fees or other payments that may be related to the use of your User Content; and
3. your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

Ownership

Other than User Content, we own or license the content on the Site and Services, including software, text, visual and audio content (jointly referred to as "**Content**") and pCloud's name, trademarks, logos, and brand elements (referred to as "**Marks**"). The Content and Marks are protected under U.S., EU, and international laws.

Copyright and Intellectual Property Policy

Notice of Copyright or Intellectual Property Infringement

We respect the intellectual property rights of others. Please notify us in writing, by e-mail: abuse@pcloud.com or postal mail, to our designated agent listed below if you believe that a user of the Site or Services has infringed your intellectual property rights. In the United States, this policy is provided pursuant to Section 512 of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act ("**DMCA**").

To be effective, your notification should include:

1. identification of the copyrighted work or other intellectual property claimed to have been infringed, or, if multiple copyrighted or other intellectual property works are covered by a single notification, a representative list of such works;
2. identification of the claimed infringing material and information reasonably sufficient to permit pCloud to locate the material on the Site or Services;
3. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law (not required for European Union users);

5. a statement by you, made under the penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf (not required for European Union users); and
6. your physical or electronic signature.

You acknowledge and agree that upon receipt and notice of a claim of infringement, we may promptly remove the identified materials from the Site and Services without liability.

Counter-Notice by Accused User

If we have taken down your materials due to suspicion of copyright or other intellectual property infringement, you may dispute the alleged infringement by sending a written communication by e-mail or mail to our designated agent listed below. Your written communication should include the following:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled (not required for European Union users); and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of federal District Court for the judicial district in which such an address is located, or, if your address is outside of the United States, the United States District Court for the Northern District of California, and that you will accept service of process from the person who provided notification of copyright infringement or an agent of such person (not required for European Union users).

Please send all notices under the above infringement policies by e-mail or mail to the following individual, designated as pCloud's agent for receipt of notifications of claimed infringement:

- Copyright Agent at **InCorporate Now Inc**
6750 N. Andrews Ave., Suite 200
Fort Lauderdale, FL 33309
United States
Fax: (800) 371-0235
- **Note:** Please do not send notices or inquiries about anything other than alleged copyright or other intellectual property infringement to our agent for notice as detailed above.

Repeat Infringers

We can undertake measures, in our discretion, if you are determined to be a repeat infringer. Repeat infringers are users who have been the subject of more than **one** valid takedown request that has not been successfully rebutted.

Those measures on our part may include limiting part of the functionalities of the pCloud service you are using.

Privacy

pCloud respects your privacy. Our [Privacy Policy](#) explains how we collect, use, and disclose information about you. By using the Site or the Services, you also agree to our Privacy Policy.

Encryption

Among other services and applications, **pCloud** also provides an encryption service under the trademark **pCloud Crypto**. This app performs client-side encryption, which means that the encryption process is performed on the user's device and the plain text files never leave the user's computer. This ensures zero-knowledge privacy for the user's data, which means that we, as a service provider, have absolutely no information about the content users store in their accounts, such as file names or file types. The user content is stored in their Crypto Folder, which is locked and unlocked using the so-called Passphrase. pCloud has no access to user's Passphrase, and once lost, it can never be restored.

□ Encrypted Content and Ownership

In these Terms, "**Encrypted Content**" shall be used to refer to all content and information that you store or upload using the Encryption Service. All Encrypted Content shall be owned by you or the person who made it available to you to store or upload via the Service. You retain full ownership to your files, folders, directories, including their metadata (file names, thumbnails, etc.) and any information you submit to pCloud for encryption purposes. We don't claim any ownership to any of your content. These Terms do not grant us any rights to your content or intellectual property except for the following limited rights that are needed to run the Service: we may redundantly store or backup your respective data as set below and we might use trusted third parties, like our collocated data center, to provide the Encryption Service. You give us the permission for all and any actions that we need to undertake to provide the Service. In particular, but not limited to, you agree that pCloud may transfer your data to its servers and between its servers. pCloud states that your encrypted content, encryption key, and passphrase used by you or otherwise submitted to the Service, are stored in an encrypted or non-invertible form. Your Encrypted Content cannot be decrypted or inverted by pCloud or any third party. Your Encrypted Content can only be decrypted or inverted by you. When using our Encryption service, you undertake that:

1. you own all rights to your Encrypted Content and you have the right to give pCloud the rights described above;
2. you have paid and will pay in full any fees or other payments that may be related to the use of your Encrypted Content and the Service; and
3. your Encrypted Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

□ Global Policies on Encryption

In some countries, using encryption services may be limited, restricted or forbidden by law. Before subscribing to our Encryption Service - **pCloud Crypto** - make sure that using such a service is permitted and legal in your state of residence. In any case, pCloud cannot be held liable for any claims that may be filed against you in relation to using such a service. By agreeing with the present Terms and Conditions you confirm that you will at all times and in any instances hold pCloud harmless of any claims that may arise in relation to your personal decision to use an Encryption Service, in this case, **pCloud Crypto**.

Third Party Content and Interactions

The Site and Services may contain features and functionalities that may link you or provide you with access to third-party content or services independent of pCloud, including websites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Site and Services are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any interaction with any of these third parties. You agree that pCloud shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings you have with third parties.

Disputes with Other Users

If there is a dispute between users of the Site or Services, you understand and agree that pCloud is under no obligation to investigate or become involved further than any action it may take in accordance with notification it receives pursuant to the copyright and intellectual property notice section above. Subject to this, pCloud may, in its discretion, attempt to assist in the resolution of such a dispute, but in doing so it does not undertake any obligation to do so, and will not be subject to any liability arising either from the conduct giving rise to the dispute or from any efforts to resolve it.

Disclaimer and Waiver of Liability

In the event that you have a dispute with any other user of the Site or Services or with any third party whose content or services you have accessed through the Sites or Services, you hereby release pCloud, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes. If you are a resident of California, U.S.A., you waive California Civil Code Section 1542, which stipulates the following: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Payment

Some of our Services are free, whereas others are subject to a fee. For a full description of the different Services that we offer, along with the different prices applicable, please see the [Services and price description page](#) on the Site.

Subscription Plans

pCloud users can pay for several paid plans for extra space and sharing options. By subscribing once, you authorize pCloud to charge your chosen payment method. pCloud offers renewal subscriptions and lifetime subscriptions.

Renewal Subscriptions

pCloud users can pay for paid plans on a renewing period basis (for example, monthly and yearly plans).

Renewal

All paid renewal subscriptions are renewed for the Services on the date such renewal subscriptions expire. If you have a renewal subscription, this will be extended automatically until you terminate it and every further payment will be due at the beginning of the new payment cycle.

Lifetime Subscriptions

pCloud users can pay for a lifetime plan. A lifetime plan is in effect for the duration of the account owner or 99 years, whichever is shorter.

Payments for and Cancellation of Subscriptions

You can cancel your subscriptions for the pCloud Service at any time from your payment account. However, no refund will be provided for any unused days.

All users who subscribe for Services subject to a fee ("**Paid Services**") must enter valid credit [or debit] card or PayPal account credentials. **The Service is billed in advance on a monthly or yearly basis (depending on the selection you make at the point of subscription) and paid on an automatic basis. You hereby authorize pCloud to automatically charge your credit card or PayPal account for charges that apply to your account.** All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, including VAT, and you shall be responsible for payment of all such taxes, levies, duties or VAT, excluding only United States (federal or state) taxes.

If, for any reason, you are not satisfied with the Paid services, you can cancel your subscription for Paid Services at any time.

pCloud has a ten (10) calendar days money back guarantee, beginning on the day you have submitted your payment for the Paid services. During this period, you are eligible to request for a refund. If you issue an explicit written request for a refund within the ten (10) days referenced above, we will process the refund due to you in full within 30 calendar days, counting from the day you have confirmed your request.

Refunds will NOT be provided for any Paid Services, purchased through a promotional campaign or provided discounts.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

Links

Our Site and Services may contain links to other websites, or allow other users to send you such links. A link to a third-party website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

Changes to the Site or Services

pCloud enhances and updates its Site and Services often. We may change or discontinue the Site or any Services although we will, in such circumstances, use reasonable efforts to provide you with prior notice so that you can make alternative arrangements for the storage of any User Content and we will not terminate a Service under this section during a subscription period for which you have already paid without refunding you a fair portion of your payment based on how long is left until the end of the subscription.

No Transfer of Accounts

User accounts are not transferable. Only the user who signs up for an account may use the account. If a user transfers an account in violation of this section, pCloud may terminate the account and the users' right to access the Site and Services.

Change of Ownership

pCloud may at any time, without explicit notice, change the company ownership, be subject to merger or sale, partnership or else. In the case of such change of ownership, merger, sale or other, pCloud only has the obligation to notify you through updating the present Terms and Conditions. Such an action will in no way affect your use of the Service or the Site, or your subscriptions and accounts.

Termination

We reserve the right not to provide the Site or Services to any user. We also reserve the right to terminate any user's right to access the Site or Services at any time, in our discretion. If you breach any of these Terms, your permission to use the Site and Services and your account automatically terminate. If pCloud ceases operation, your account will be terminated and pCloud will no longer provide the Site or Services. If your account is terminated in accordance with this section, you will not receive any refund of any fees paid for the account.

Account inactivity

Free pCloud accounts that have been inactive for 12 months, will be permanently deleted, along with the files inside. This inactivity clause does NOT refer to paid customers and pCloud Lifetime members.

Disclaimer and Limitations on Our Liability (For European Union Users)

pCloud tries to keep the Site and the Services up, error-free, and safe, but pCloud does not guarantee that the Site and/or the Services will be safe or secure or that access to or use of the Site and/or the Services will be uninterrupted or free of errors or omissions or that defects will be corrected. pCloud does not warrant that the Site and/or the Services will operate error-free or that the Site and its servers are free of computer viruses or other harmful components. pCloud uses reasonable care and skill in providing the Site and the Services, but beyond that, the Site and the Services are provided without any warranties of any kind. pCloud disclaims all other warranties, whether express or implied, including any warranty, condition or other terms of satisfactory quality, merchantability, fitness for particular purpose and non-infringement. pCloud makes no warranties about the accuracy, reliability, completeness, or timeliness of the Site or the Services.

Nothing in these Terms shall exclude or limit pCloud's liability to you: (i) for death or personal injury caused by our negligence; (ii) for fraud or fraudulent misrepresentation; (iii) or for any other liability that may not, under the applicable law, be limited or excluded.

Subject to the above, in no event will pCloud, or any of its respective directors, officers, employees, and agents, be liable to you in connection with the Site or the Services (whether for breach of contract, negligence or any other reason) for: (i) any consequential, incidental or indirect damages; or (ii) loss of business profits, business interruption or loss of business information. Any liability we do have for losses you suffer is strictly limited to losses that were a direct and reasonably foreseeable result of our default.

Where you use the Site or Services in the course of a business, pCloud's aggregate liability (and whether such liability arises as a result of any breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or for any other reason) will be limited to the higher of: (a) total fees paid by you to pCloud for use of the Site or Services; and (b) [EUR5,000].

Disclaimer and Limitations on Our Liability (For Users Outside of the European Union)

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Revised: 14 Dec 2017

Intellectual Property Policy

Support & F.A.Q.