TERMS OF SALE (ASIA PACIFIC)

Thank you for choosing us!

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

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

The Terms of Sale is a contract between you as an individual consumer that will be placing a Transaction ("**you**" or "**your**") and NortonLifeLock Singapore Pte Ltd, with the registered business address of 8 Marina Boulevard #05-02, Marina Bay Financial Centre, Singapore 018981 ("**NortonLifeLock**", "**us**", "**we**" or "**or**").

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

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

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

The Terms of Sale cover:

1.Your Information	11.Unauthorised Services and Brand Protection
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1. Your Information

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

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

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

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

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

2. Order and Acceptance

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

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

c. If the payment information you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. If we reject your order, we will refund any payments made for that order, and we may also cancel or restrict use and access to the applicable Services.

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

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

3. Our Services

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

4. Services Duration

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

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

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

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

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

5. Subscription Billing Cycle

a. The initial subscription term is charged when your purchase is complete or otherwise when your payment is received.

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

c. To ensure you have continuous Services, we charge your payment method no more than thirty-five (35) days before the subscription is due to renew. As such, the date you are charged will likely occur prior to the date that your subscription renews. The actual date that we charge your payment method depends on several factors (e.g. if it's a public holiday, if your payment method has not successfully settled due to expiration, insufficient funds, or otherwise).

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

e. You can cancel the subscription renewal at any time and no later than the day before you are due to be charged by signing in to your account and visiting the My Subscriptions tab, or by contacting us. If you cancel, your subscription will not renew and you will not be charged for the next renewal term, but your Service will stay active for the remaining days in your existing (already paid for) term; except in some countries where, the termination will have immediate effect and will give the right to a pro-rated refund subject to one (1) month notice, but this exception is not applicable for termination of the initial term. For further details, see our Cancellation and Refund Policy or contact us.

6. Trials

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

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

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

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

7. Price, Payment Terms and Payment Methods

a. Our advertised prices are
inclusive of any other applicable taxes (unless otherwise specified)
The final price displayed prior to your confirmation of your order will be inclusive of any other applicable taxes(unless otherwise specified).

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

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

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

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

f. Payment is charged when your purchase is complete, or in the case of a subscription renewal, when you are due to be charged. For offline payments, you must follow designated payment procedures to complete the order. Your order may be revoked within a certain number of days if you do not fulfill your payment or transfer successfully.

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

8. Delivery

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

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

9. Cancellation and Refund

Our Cancellation and Refund Policy: Please review our Cancellation and Refund Policy for information on how to cancel and to obtain a refund, if applicable. Independently of any statutory rights like withdrawal rights, most of our Services include a money-back guarantee if you are not satisfied for any

reason. Eligibility will vary (e.g. the type of the Services, the subscription length, duration since the purchase/renewal, where it was purchased, etc.).

10. License and Services Agreement, End User License Agreement, or Other

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

11. Unauthorised Services and Brand Protection

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

b. Our Services are available for personal, non-commercial use by you and by members of your household during the applicable term. Any purchase for commercial use or for resale is unauthorized. We reserve the right to reject orders, purchases and Transactions, and /or deactivate Services that may have been obtained through or for unauthorized means and/or violate the relevant set of applicable terms and conditions. The Services are valid for use in the location where you purchased, subscribed and/or enrolled and not for use in other regions, your ability to use, install and/or activate may be limited by your location.

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

12. Privacy

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

13. Warranty

As a consumer you may have certain statutory rights under your national laws, including legal guarantees relating to faulty or non-conforming products and services that become apparent within three (3) years, or as otherwise provided by your national laws, from delivery of the products and/or services. Nothing in the Terms of Sale will affect these legal rights.

14. Our Liability

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

b. We are not responsible for:
   i) losses or damages that are not foreseeable, beyond our control and which we cannot avoid through appropriate actions;

ii) losses or damages that are not caused by breach of our obligations set out in the Terms of Sale or at law;

iii) losses or damages that are caused by your breach of the Terms of Sale; or

iv) economic or intangible losses resulting from the performance of the Terms of Sale.

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

15. Proprietary Rights

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

16. Export Restriction

You acknowledge the Services and related technical data (collectively "**Controlled Technology**") may be subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant export control laws, including U.S. trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with U.S. laws and will not export, re-export, import or otherwise make available any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required, directly or indirectly. Use or facilitation of our software in connection with any activity including, but not limited to, the design, development, fabrication, training, or testing of chemical, biological, or nuclear materials, or missiles, drones, or space launch vehicles capable of delivering of massive destruction is prohibited, in accordance with U.S. law.

17. Governing Law and Competent Jurisdiction

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

18. Disputes

Most disagreements can be resolved informally and efficiently by contacting NortonLifeLock Member Services and Support.

19. Notice of Changes

We may update or modify the Terms of Sale from time to time, including any referenced policies and other documents, including, by way of example only, due to a change to applicable law or to ensure better functionality of the Services, provided that the overall structure of the Services as a whole will not be changed to your disadvantage. We will notify you of modifications of the Terms of Sale via email notice to the most recent email address we hold for you. You will be deemed to have accepted the modified Terms of Sale, unless you object to the changes within fourteen (14) days from that notification, provided that we will make you aware of this consequence of a lack of objection in the notification. We reserve the right to terminate this Terms of Sale within a fourteen (14) days' notice period (or less) in case you have objected to the modification of the Terms of Sale and provided that we are unable to provide Services to you based on the unmodified Terms of Sale.

20. Contact

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

b. For our corporate details, please click here.