

End User Software License Agreement for Consumer Products

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BY OPENING THIS PACKAGE, BREAKING THE SEAL, BY SELECTING "I ACCEPT", "OK", "CONTINUE", "YES" OR BY INSTALLING OR USING THE SOFTWARE IN ANY WAY, YOU ARE INDICATING YOUR COMPLETE UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

If the Software is downloaded from the websites (for paid or trial use purposes), this Agreement will be accepted and a contract formed when you selects an "I Accept", "OK" or "Yes" button or box below prior to download or installation.

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PRODUCT REGISTRATION. By accepting this Agreement, You agree to register Your Bitdefender Product. Registration requires a valid Bitdefender Account that includes a valid email address for renewal and other notices and a valid product license. The Bitdefender Account is mandatory for the use of the Bitdefender Product, as stated in the Product Documentation.

Registration may require a valid product serial number available in the transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Product.

You warrant that you are the legal owner of the device and you have all the legal rights to create your account. Please acknowledge that installing on your device Software, and taking in consideration the security policies and rules selected by you, you may experience access restrictions to device and data loss due to remote device lock or wipe commands applied by the administrator of the account manually through security policies. You as administrator have the right to monitor your device, locate it on map, enforce screen lock and authentication, lock and wipe device, encrypt media storage, remove temporary files, registry keys and browser data, scan applications and files on your device. Bitdefender shall not be held responsible for any damages resulting from privacy, data loss caused to you.

This License Agreement covers Bitdefender Products for home-users licensed to You, for the permitted number of users or devices as detailed in the purchasing documentation, including related documentation and any update and upgrade of the applications delivered to you under the purchased license or any related service agreement as defined in the documentation and any copy of these items.

The Bitdefender Product offers an Internet control software which shall be software installed on your device (computer, mobile, mobile computer device) that intercepts Internet-bound traffic, to monitor traffic and permits You to limit access to certain content. The software on Your personal device connects to a server network infrastructure and then send it to Bitdefender servers for categorization.

The Bitdefender Product may block certain unsafe applications that attempt to access protected resources on your device. This may result in applications not starting or not behave properly. Please note that You granting access to these applications may result in data access loss or data theft.

The Bitdefender Product may allow you to track the device location, disable access to the device, transmit images that have been capture with the camera of your device or voice records that have been recorded by the recorder of your device (if available). You may not use the services to gain unauthorized access, to upload, transmit, and transfer data or information to Bitdefender or third parties by any means. You agree that your use of these services will be in compliance with any laws which are applicable to you.

This License Agreement is a legal agreement between you (either an individual or a legal person) and Bitdefender for use of Bitdefender Product identified above, which includes software and services for your device, and may include associated media, printed materials, and "online" or electronic documentation (hereafter designated as "Bitdefender Product"), all of which are protected by international copyright laws and international treaties. By installing, copying or using Bitdefender Product, you agree to be bound by the terms of this Agreement.

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all other rights. Unless applicable law gives you more rights despite this limitation, You may use Bitdefender Product only as expressly permitted in this Agreement.

Bitdefender hereby grants you and only you the following non-exclusive, limited, non-sublicensable, non-commercial and royalty-bearing license to use Bitdefender Product for your personal use only.

You can use one copy of the Bitdefender Product on a single device. If a greater number of copies and/or number of devices is specified within the sale transaction documentation from the authorized distributor or reseller from which You obtained the Bitdefender Product (Permitted Number), You shall have the right to copy the Bitdefender Product in accordance with such specifications; You can make one copy of the Bitdefender Product for back-up or archival purposes; If the Bitdefender Product supports multiple platforms or languages, if you receive the Bitdefender Product on multiple media, if you otherwise receive multiple copies of the Bitdefender Product, or if you receive the Bitdefender Product bundled with other software, the total number of your Devices on which all versions of the Bitdefender Product are installed may not exceed the Permitted Number.

Bitdefender Products unlimited licensing restricts the user to 20 devices per account. Once the 20 devices limit is exceeded, the Bitdefender Product installed on devices exceeding the limit may automatically be deactivated and You will not be entitled to receive any feature or content updates to the Bitdefender Product on this devices.

During the installation process, the Bitdefender Product may uninstall or disable other security products if such products or features are incompatible with Bitdefender Product.

TRIAL AND BETA LICENSE

If You are a trial or beta user, You may use Bitdefender Product for evaluation or testing purposes in a non-production environment for thirty (30) days from the date You download Bitdefender Product (the "Trial Period"). During the Trial Period, You can receive web or email based technical support in the country where You are located and Updates, if applicable, without any guarantee or warranty of any kind.

THE PROVISIONS OF THE SECTION, APPLY IN PLACE OF SECTION WARRANTIES WITH RESPECT TO ANY FREE/TRIAL AND BETA SOLUTIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BITDEFENDER PRODUCT USED FOR TRIAL PURPOSES OR BETA SOLUTIONS ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND.

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TERMS OF LICENSE. You will have certain rights to use the Bitdefender Product during the License Period, which shall begin on the date You register your Bitdefender Product license on your account, regardless of the number of copies that You are permitted to use, and shall last for the period of time set forth in the Documentation or the applicable transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Product.

The Bitdefender Product may automatically be deactivated at the end of the License Period, and You will not be entitled to receive any feature or content updates to the Bitdefender Product.

AUTOMATIC RENEWAL. If you have agreed to permit Bitdefender to automatically renew your subscription to Bitdefender Product by charging a valid credit card number which you have provided to Bitdefender, your subscription will be automatically renewed thirty (30) days prior to the expiration of the term and each anniversary thereafter for a fee no greater than Bitdefender's then-current price, excluding promotional and discount pricing. You must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete, and accurate (such as, but not limited to a change in billing address, credit card number, or credit card expiration date), and you must promptly notify Bitdefender if your credit card is cancelled (such as, but not limited to for loss or theft). If you fail to provide Bitdefender any of the foregoing information, you agree that Bitdefender may continue charging you for any subscription automatically renewed unless you inform Bitdefender's Customer Care department at <http://www.bitdefender.com/site/Main/contactForm/> (or any other local number provided by the respective Bitdefender entity in your region) not to renew your subscription to Bitdefender Product at least thirty (30) days prior to the expiration of your subscription to Bitdefender Product and informing them of your desire not to have such subscription automatically renewed. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must cease use of Bitdefender Product and destroy all copies of Bitdefender and the Documentation.

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UPDATES. By accepting this Agreement, You acknowledge and agree that your system will be used for receiving and serving Updates of the Product through a peer to peer protocol. The protocol will not be used for anything other than transmitting and receiving Bitdefender updates of signatures files.

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FEEDBACK It is expressly understood, acknowledged and agreed that you shall, regardless of whether or not formally requested to do so, provide to Bitdefender reasonable suggestions, comments and feedback regarding the Bitdefender Product, including but not limited to usability, bug reports and test results, with respect to Bitdefender Product testing (collectively, "Feedback"). If you provide such Feedback to Bitdefender, you shall grant Bitdefender the following worldwide, exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Bitdefender product, technology, service, specification or other documentation (individually and collectively, "Bitdefender Products"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Bitdefender Product; (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by You that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the feedback or portion thereof incorporated into a Bitdefender Product, technology or service. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Bitdefender to comply with any additional obligations with respect to any Bitdefender Products that incorporate any Feedback.

TECHNICAL SUPPORT. Certain technical support features may be offered by Bitdefender for the license term of the Bitdefender Product and may include live chat with a technical support consultant and/or assistance from a technical support consultant via remote device access. If such features are offered and You choose to access such Technical Support it shall be governed by the following conditions: Any such Technical Support shall be provided in Bitdefender's sole discretion without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support. In the course of providing the Technical Support, Bitdefender may determine that the technical issue is beyond the scope of the Technical Support. Bitdefender reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.

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excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

The Bitdefender Product, as provided under this Agreement, can contain features and functionalities that allow You to protect sensitive information on your device. You will be required to provide a password in order to encrypt and protect such information. You are aware that the features and functionalities may sync encrypted information across devices based on your request. You will not be able to recover the information you have encrypted if you lose or forget the password. You are aware that the level of encryption that can be used by the Bitdefender Product should protect your information from the average device user; however, you acknowledge that the encryption may be broken. You also acknowledge that information that has been encrypted may not be unencrypted if your hard drive has bad sectors or fails. Bitdefender shall not be held responsible for access of your information where you have provided your password to a third party or have failed to use reasonable efforts to protect such information, password, answers to challenge questions or for user error.

DISCLAIMER OF DAMAGES. Anyone using, testing, or evaluating Bitdefender bears all risk to the quality and performance of Bitdefender. In no event shall BITDEFENDER be liable for any damages of any kind, including, without limitation, direct or indirect damages arising out of the use, performance, or delivery of Bitdefender, even if BITDEFENDER has been advised of the existence or possibility of such damages.

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We strongly recommend that You back up Your data frequently. You shall at all times be under a duty to mitigate Your loss.

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CONSENT TO ELECTRONIC COMMUNICATIONS. Bitdefender may send you legal notices and other communications about the Software and Maintenance subscription services or our use of the information you provide us ("Communications"). Bitdefender will send Communications via in-product notices or via email to the primary user's registered email address, or will post Communications on its Sites. By accepting this Agreement, you consent to receive all Communications through these electronic means only and acknowledge and demonstrate that you can access Communications on Sites.

DATA COLLECTION TECHNOLOGY Bitdefender informs you that in certain programs or products it may use data collection technology to collect technical information (including suspect files), to improve the products, to provide related services, to adapt them and to prevent the unlicensed or illegal use of the product or the damages resulting from the malware products.

The personal information given (name, email address, password, address), during initial setup, if collected, it will be used as an account name under which You may elect to receive services and/or under which You may use certain features of the Bitdefender Product. You may change and Bitdefender strongly recommends you, the account name and password at any time after installation of the Bitdefender Product.

You accept that Bitdefender may use such information as part of the services provided in relation to the product and to prevent and stop the malware programs running on your device.

By accepting this Agreement, you agreed that your personal information will be collected according to the Privacy Policy published on <http://www.bitdefender.com/site/view/legal-privacy.html>

By accepting this Agreement, You acknowledge and agree that the security technology used can scan the traffic in an impersonal mode to detect the malware and to prevent the damages resulting from the malware products. You acknowledge and accept that Bitdefender may provide updates or additions to the program or product which automatically download to your device. By accepting this Agreement, You agree to upload the executable files for the purpose of being scanned by the Bitdefender servers. Similarly, for the purpose of contracting and using the program, you may have to give Bitdefender certain personal data. Bitdefender informs you that it will treat your personal data in accordance with current applicable legislation and as established in its Privacy Policy. You acknowledge and agree that the security technology used can scan the traffic for the purpose of creating reports with the child's activity and show them in the Dashboard to be monitored by parent.

From time to time, the Bitdefender Product may collect certain information from the device on which it is installed, which may include: IP, Information on potential security risks as well as URLs of websites visited that the Bitdefender Product deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. This information is collected by Bitdefender for the purpose of evaluating and improving the ability of

Bitdefender's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. This information will not be correlated with any personally identifiable information.

- URLs of websites visited as well as search keywords and search results only if the browser toolbar feature is enabled. This information and well as the applications installed are collected by Bitdefender for the purpose of evaluating and advising You regarding potential threats and risks that may be associated with a particular Web site before You view it or a particular application installed. This information will not be correlated with any personally identifiable information.

- URL's of websites visited, applications used, instant messaging and phone contacts, text messages or calls details according to the device on which Bitdefender Product is installed. This information is collected by Bitdefender for the purpose of creating reports with the child's activity and show them to be monitored by parent.

- Executable files that are identified as potential malware, including information on the actions taken by such files at the time of installation. These files are submitted to Bitdefender using the Bitdefender Product's automatic submission function. The collected files could contain personally identifiable information that has been obtained by the malware without Your permission. Files of this type are being collected by Bitdefender only for the purpose of improving the ability of Bitdefender's products to detect malicious behavior. Bitdefender will not correlate these files with any personally identifiable information. Such automatic submission function may be deactivated after installation by following the instructions in the Documentation for applicable products. Status information regarding installation and operation of the Bitdefender Product. This information indicates to Bitdefender whether installation of the Bitdefender Product was successfully completed as well as whether the Bitdefender Product has encountered an error. The status information could contain personally identifiable information only if such information is included in the name of the file or folder encountered by the Bitdefender Product at the time of installation or error. The status information is collected by Bitdefender for the purpose of evaluating and improving Bitdefender's product performance and installation success rate. This information will not be correlated with any personally identifiable information.

- Information contained in email messages that you send through the Bitdefender Product to Bitdefender to report as spam or as incorrectly identified as spam. These email messages may contain personally identifiable information and will be sent to Bitdefender only with your permission, and will not be sent automatically. If you send such messages to Bitdefender, Bitdefender will use them only for the purpose of improving the detection ability of Bitdefender's antispam technology. Bitdefender will not correlate these files with any other personally identifiable information.

- Information contained in a report that You may choose to send through the Bitdefender Product to Bitdefender when the Bitdefender Product encounters a problem. The report includes information regarding the status of both the Bitdefender Product and Your device at the time that the Bitdefender Product encountered the problem. The status information about Your device may include the system language, and the operating system version for Your device, as well as the processes running, their status and performance information, and data from files or folders that were open at the time the Bitdefender Product encountered the problem. The information could contain personally identifiable information if such information is included in, or is a part of the name of the files or folders open at the time the Bitdefender Product encountered the problem.

This information will be sent to Bitdefender only with Your permission, and will not be sent automatically. The information is collected by Bitdefender for the purpose of improving Bitdefender's product performance or statistic information. This information will not be correlated the encountered problem and with any personally identifiable information.

- The Internet Protocol (IP) address of the device or identification number of the device on which the Bitdefender Product is installed, as well as other general, statistical information used for license administration, product analysis, and for improving product functionality. This information will not be correlated with any personally identifiable information.

- Bitdefender can send actions on different applications used by you, as anonymous information to generate statistics, for providing information about the health and security of your device. The program statistics displayed are based on an average value of all the statistics submitted by Bitdefender users. This can assist you when making a decision about the future use or purchase of the programs. The information is anonymous collected and Bitdefender reserve the right to use it and publish it for rating figures, statistics and analyses.

In addition to Bitdefender Product registration information, Bitdefender must process and store certain information about Your network and equipment to provide Maintenance and related support services. To improve its products, Bitdefender may also upload information periodically from installed Bitdefender Product about product usage, detected malware or potentially unwanted files and use Service traffic to improve its data bases and heuristics. The Bitdefender Product is not designed to capture or retain any personal or private information. You agree that Bitdefender may (i) use uploaded data from installed Bitdefender Product to improve products and services; (ii) use uploaded data for analysis or reporting purposes only if any such use does not identify You or include any information that can be used to identify any individual person. Bitdefender reserves the title, ownership and all rights and interest to any intellectual property or work product resulting from its use and analysis of such information. By using the Bitdefender Product, you acknowledge and agree that Bitdefender may collect, disclose, store and analyze these information for the purposes above mentioned.

The collected information as set out above is necessary for the purpose of optimizing the functionality of Bitdefender's products and may be transferred to the Bitdefender Group in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union), but Bitdefender has taken steps so that the collected information, if transferred, receives an adequate level of protection.

Bitdefender reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Bitdefender Product. This means that Bitdefender may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation. In order to promote awareness, detection and prevention of Internet security risks, Bitdefender may share certain information with research organizations and other security software vendors.

Bitdefender may also use statistics derived from the information to track and publish reports on security risk trends or system optimization. By using the Bitdefender Product, You acknowledge and agree that Bitdefender may collect, transmit, store, disclose and analyse such information for these purposes. You declare that all the data that you provide will be true and accurate and undertakes to inform Bitdefender of any changes to said data. You have the right to object to the processing of any of his or her data which is not essential for the execution of the agreement and to its use for any purpose other than the maintenance of the contractual relationship.

In the event that you provide the details of a third-party, Bitdefender shall not be held responsible for complying with the principles of information and consent, and it shall therefore be you that guarantees to have previously informed and obtained the consent of the owner of the data, with regards to communicating such data.

Bitdefender's privacy policy guarantees you the right to access, rectify, eliminate and object to the processing of data by notifying Bitdefender via e-mail at: privacy@bitdefender.com.

By using the Product, you acknowledge and agree that Bitdefender may collect, disclose, store and analyze these information for the purposes above mentioned.

A consequence of our use of such software is that data supplied by You pursuant may be transferred to computer servers operated with appropriate controls on access under the authority of governing bodies of Bitdefender outside the territory in which we are based, even in the United States or other countries that may have less protective data protection laws than the region in which You are situated (including the European Union), but Bitdefender has taken steps so that the collected information, if transferred, receives an adequate level of protection.

FORCE MAJEURE. Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party.

GENERAL. This Agreement will be governed by the laws of Romania and by international copyright regulations and treaties. The exclusive jurisdiction and venue to adjudicate any dispute arising out of these License Terms shall be of the courts of Romania. Nothing in this License 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.

In the event of invalidity of any provision of this Agreement, the invalidity shall not affect the validity of the remaining portions of this Agreement.

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Bitdefender Product. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so

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Bitdefender may revise these Terms at any time and the revised terms shall automatically apply to the corresponding versions of the Bitdefender Product distributed with the revised terms. If any part of these Terms is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable.

In case of controversy or inconsistency between translations of these Terms to other languages, the English version issued by BITDEFENDER shall prevail.

Contact BITDEFENDER, at 24, Delea Veche Street, Building A , ground floor, Sector 2, Bucharest, Romania, or at Tel No: 40-21-206.34.70 or Fax: 40-21-264.17.99, e-mail address: office@Bitdefender.com.