

Subscription Agreement and Terms of services for Home User Solutions

NOTICE TO ALL USERS: PLEASE READ THIS AGREEMENT CAREFULLY!

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 the end user ("You") selects an "I Accept", "OK" or "Yes" button or box below prior to download or installation. The Agreement is made available on Bitdefender websites as well for your reference.

Certain Bitdefender Solution 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.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS DO NOT INSTALL OR ACCESS THE SOFTWARE OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE, AND CONTACT YOUR VENDOR OR CUSTOMER SERVICE, FOR INFORMATION ON HOW TO OBTAIN A REFUND OF THE MONEY YOU PAID FOR THE SOFTWARE AT ANY TIME DURING THE THIRTY (30) DAYS PERIOD FOLLOWING THE DATE OF PURCHASE.

SOLUTION REGISTRATION. By accepting this Agreement, You agree to register Your Bitdefender Solution. Registration requires a valid activation code available in the transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Solution.

Also Registration requires a valid Bitdefender Account that includes a valid email address for renewal and other notices and a valid product subscription. The Bitdefender Account is mandatory for the use of the Bitdefender Solution, as stated in the Documentation.

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 Subscription Agreement covers Bitdefender Solutions for Home-Users 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 subscription or any related services as defined in the documentation.

The Bitdefender Solution 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 Solution 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 loss or data theft.

The Bitdefender Solution having the Anti-Theft feature available, 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 Subscription Agreement is a legal agreement between you (either an individual or a legal person) and Bitdefender for use of Bitdefender Solution 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 Solution"), all of which are protected by international copyright laws and international treaties. By installing, copying or using Bitdefender Solution, you agree to be bound by the terms of this Agreement.

Bitdefender Solution is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Bitdefender software that is installed on your device, as part of the Bitdefender Solution, is licensed, not sold. You are only entitled to use the Bitdefender Solution for the limited period stated in the purchase documentation. Your use of the Bitdefender Solution is limited to the permitted number of users or devices as detailed in the purchasing documentation. Bitdefender reserves all other rights. Unless applicable law gives you more rights despite this limitation, You may use Bitdefender Solution only as expressly permitted in this Agreement.

Bitdefender hereby grants you and only you the following non-exclusive, limited, non-sublicensable, non-commercial right to use Bitdefender Solution for your personal use only.

You can use one copy of the Bitdefender Solution on a single device only. 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 Solution (Permitted Number), You shall have the right to copy the Bitdefender Solution in accordance with such specifications of Permitted number; If the Bitdefender Solution supports multiple platforms or languages, if you receive the Bitdefender Solution on multiple media, if you otherwise receive multiple copies of the Bitdefender Solution, or if you receive the Bitdefender Solution bundled with other software, the total number of your Devices on which all versions of the Bitdefender Solution are installed may not exceed the Permitted Number.

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

Bitdefender Solutions- Family pack, having unlimited usage rights, restricts the usage within your household and it is intended to be used on devices belonging to family members living in the same household according to fair usage policy. Limitations may apply in case installations overreach residential usage. Bitdefender reserves the right to limit the users if it determines an abuse of the usage of the Bitdefender Solution.

FAIR USAGE POLICY. The following is a non-exhaustive list of practices that would not be considered fair usage: i) Using subscriptions for telemarketing or services offered to third parties to generate income for yourself or others; ii) Re-selling or sharing subscription activation codes to other users (this may lead in breach of a party privacy rights);

Other practices may be relevant in determining fair usage, therefore Bitdefender reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Bitdefender may at its option, terminate or suspend its relationship with you, and your use of any Bitdefender solution immediately if it determines you are using the product contrary to fair use practices.

FREE, TRIAL OR BETA SUBSCRIPTION. If You are a trial or beta user, You may use Bitdefender Solution for evaluation or testing purposes in a non-production environment for thirty (30) days from the date You download Bitdefender Solution (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 LIEU OF SECTION WARRANTIES WITH RESPECT TO ANY FREE/TRIAL AND BETA SOLUTIONS.

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

THE BETA SOLUTION HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING IS TO OBTAIN FEEDBACK ON SOFTWARE AND SERVICES PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS.

Your right to use Bitdefender Solution ends when the Trial Period ends or if You violate any term of this Agreement. Upon termination of the Trial Period, You must delete or destroy all copies of Bitdefender Solution and Documentation and stop using the Service. Your obligations and rights under this Agreement will continue to apply after the end of the Trial Period.

TERMS OF SUBSCRIPTION. You will have certain rights to use the Bitdefender Solution during the Subscription Period, which shall begin on the date You register your Bitdefender Solution 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 Solution.

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

AUTOMATIC RENEWAL. If you have agreed to permit Bitdefender to automatically renew your subscription to Bitdefender Solution 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 Solution at least thirty (30) days prior to the expiration of your subscription to Bitdefender Solution 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 Solution and destroy all copies of Bitdefender and the Documentation.

UPGRADES. If a Bitdefender software is labelled as an upgrade, you must be properly subscribed to use a product identified by Bitdefender as being eligible for the upgrade in order to use Bitdefender Solution. A Bitdefender Solution labelled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this Subscription Agreement. If Bitdefender Solution is an upgrade of a component of a package of software programs that you received as a single Bitdefender Solution, it may be used and transferred only as part of that single product package and may not be separated for use by more than the total number of permitted users. The terms and conditions of this Subscription Agreement replace and supersede any previous agreements that may have existed between you and Bitdefender regarding the original product or the resulting upgraded product. By using the Bitdefender Solution and accepting this agreement you consent to receive updates and upgrades to the software that will be transmitted by Bitdefender automatically.

IMPORTANT NOTICE. By using the Bitdefender Solution and accepting this Agreement You consent to receive, install and use any updates and upgrades to the software that will be transmitted by Bitdefender automatically. The functionality of the Bitdefender Solution can only be preserved during the Subscription Period if all received updates and upgrades are installed immediately following receipt. In case such updates and upgrades are subject to separate and additional subscription fees, BITDEFENDER will inform You about such fees in advance.

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.

COPYRIGHT. All rights, titles and interest in and to Bitdefender Solution and all copyright rights in and to Bitdefender Solution (including but not limited to any code, images, photographs, logos, animations, video, audio, music, text, and "applets" incorporated into Bitdefender Solution), the accompanying printed materials, and any copies of Bitdefender software are owned by Bitdefender, with the understanding that rights, titles and interest in and to certain third party software identified in the accompanying **Third Party License Terms as published on Bitdefender website** are owned by their respective owners.

In respect of the open source software, the following stipulations shall apply to the extent expressly required by the their licenses, the terms of relevant licenses (including in particular the scope of license as well as disclaimers of warranties and liabilities) shall apply to the respective any **Third Party** software in lieu of this Subscription agreement. Such **Third Party License Terms** relating to respective software are located at the place as indicated in the software.

You acknowledge that the applicable third party is solely responsible for its offerings and Bitdefender 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.

Bitdefender solution is protected by copyright laws and international treaty provisions. Therefore, you must treat Bitdefender like any other copyrighted material. You may not copy the printed materials accompanying Bitdefender. You must produce and include all copyright notices in their original form for all copies created irrespective of the media or form in which Bitdefender exists. You may not reverse engineer, de/recompile, disassemble, create derivative works, modify, translate, or make any attempt to reconstruct or to discover the source code for Bitdefender Solution or underlying ideas, algorithms, file formats, programming or functionality of Bitdefender Solution, unless otherwise allowed under the local legislation applicable to you. You may not permit third parties to benefit of Bitdefender Solution, the extent explicitly permitted by the licensing terms, identified in the accompanying **Third Party License Terms**, governing use of the third party software. You may not remove any proprietary notices or labels on Bitdefender or its lawfully owners. All rights not expressly set forth hereunder are reserved by Bitdefender.

IN THIS RESPECT, YOU ARE REMINDED THAT ANY REPRODUCTION, COMMUNICATION OF A WORK AND/OR ANY BROADCASTING OF A PERFORMANCE, AN AUDIO RECORDING OR A VIDEO RECORDING MADE WITHOUT AUTHORIZATION MAY CONSTITUTE AN OFFENCE OR A COPYRIGHT INFRINGEMENT.

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, testimonials and feedback regarding the Bitdefender Solution, including but not limited to usability, bug reports and test results, with respect to Bitdefender Solution 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 Solution, technology, service, specification or other documentation (individually and collectively, "Bitdefender Solutions"); (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 Solution; (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 Solution, 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 Solutions that incorporate any Feedback.

TECHNICAL SUPPORT. Certain technical support features as stated in the standard technical support terms published by Bitdefender on its websites will be offered by Bitdefender for the Subscription term of the Bitdefender Solution 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.

LIMITED WARRANTY. BITDEFENDER will maintain the usability of the BITDEFENDER Product during the Subscription Period through regular updates and upgrades substantially in accordance with the Documentation. BITDEFENDER warrants that the media on which Bitdefender is distributed is free from defects for a period of thirty days from the date of delivery of Bitdefender to you. Your sole remedy for a breach of this warranty will be that Bitdefender, at its option, may replace the defective media upon receipt of the damaged media, or refund the money you paid for Bitdefender.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BITDEFENDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE BITDEFENDER SOLUTIONS, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY HIM. BITDEFENDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, DEVICE FAILURE OR MALFUNCTION FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS by filtering, disabling, or removing such third party's software, spyware, adware, cookies, emails, DOCUMENTS, advertisements or the like, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE. Bitdefender is acting on behalf of its suppliers and marketing partners for the purpose of disclaiming, 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 Solution, 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 Solution 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, LIABILITY, BREACH OF CONTRACTUAL OBLIGATIONS. Anyone using, testing, or evaluating Bitdefender bears all risk to the quality and performance of Bitdefender Solution. 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 Solution, even if BITDEFENDER has been advised of the existence or possibility of such damages.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL BITDEFENDER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR BITDEFENDER. The disclaimers and limitations set forth above will apply regardless of whether you accept to use, evaluate, or test Bitdefender.

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

IMPORTANT NOTICE TO USERS. THIS SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS SOFTWARE IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

The foregoing limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

Any statutory right to terminate this Agreement due to any culpable breach by BITDEFENDER shall remain unaffected.

BITDEFENDER does not warrant that Bitdefender will be uninterrupted or error free or that the errors will be corrected. BITDEFENDER does not warrant that Bitdefender solution will meet your requirements.

Limitation of Liability under German and Austrian Laws. In respect of subscriptions purchased by consumers residing in Germany or Austria, the following limitations of liabilities shall apply in lieu: BITDEFENDER shall be held liable only under the following circumstances, regardless of the legal grounds: (a) If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently; (b) In the event of any culpable breach of an essential contractual duty; the expression "essential contractual duty" describes a duty in the abstract, the fulfilment of which is an essential pre-requisite for the due implementation of BITDEFENDER's obligations, and that is a duty on whose fulfilment the respective other party can rely as a general rule. In the event of a slightly negligent breach, BITDEFENDER's liability for financial losses and damages to property is limited to the amount of the typically foreseeable loss. The foregoing limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

Any statutory right to terminate this Agreement due to any culpable breach by BITDEFENDER shall remain unaffected

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.

All the information on how the personal data is processed during the usage of the Bitdefender Solution and services is specified in the Bitdefender Privacy Policy. By accepting this Agreement, you agree that your personal data 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 may 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.

This information from your computer may 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 data or personal identifiable information.

In addition to Bitdefender Solution 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 Solution about product usage, detected malware or potentially unwanted files and use Service traffic to improve its data bases and heuristics. You agree that Bitdefender may (i) use uploaded data from installed Bitdefender Solution 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 Solution, you acknowledge and agree that Bitdefender may collect, disclose, store and analyze these information for the purposes above mentioned.

In order to promote awareness, detection and prevention of Internet security risks, Bitdefender may share certain information anonymized with research organizations and other security software vendors.

Indemnity. You shall indemnify, defend and hold harmless Bitdefender, its licensors, distributors, suppliers (collectively the "Indemnitees") against (i) any and all costs, charges, claims, damages, liabilities incurred and/or proceedings taken against any of the Indemnitees, including without limitation outside legal fees, resulting from illegal conduct and/or violation of rights of third parties, and/or (ii) any damage that you may cause through your use of the Bitdefender Solution..

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.

You must comply with all applicable U.S. and international laws governing export and re-export of the Bitdefender 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: (i) you represent that you are not a member of any of the denied person 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 the Bitdefender 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 Bitdefender 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 obligation.

No Third Party Beneficiaries. This Agreement is intended solely for the benefit of you and Bitdefender SRL and the other Bitdefender Group companies, and their respective agents, licensors, representatives, suppliers, distributors, resellers and other business partners. No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary hereof.

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 Subscription Agreement shall be of the courts of Romania. Nothing in this Subscription 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 Solution. 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

Bitdefender and Bitdefender logos are trademarks of Bitdefender. All other trademarks used in the product or in associated materials are the property of their respective owners. The Subscription will terminate immediately without notice if you are in breach of any of its terms and conditions. You shall not be entitled to a refund from Bitdefender or any resellers of Bitdefender as a result of termination. The terms and conditions concerning confidentiality and restrictions on use shall remain in force even after any termination.

Bitdefender may revise these Terms at any time and the revised terms shall automatically apply to the corresponding versions of the Bitdefender Solution 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.

Bitdefender reserves the right to change the name of its Solutions in its sole discretion from time to time.

This Agreement has been originally prepared in the English. Although Bitdefender can provide 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

Contact BITDEFENDER, at 15A Sos. Orhideelor, Orhideea Towers Building, 9-12 floors, 6 District, Bucharest, Romania, or at Tel No: 40-21-206.34.70 or Fax: 40-21-264.17.99, e-mail address: office@Bitdefender.com.