

Privacy & Legal Terms

Legal Disclaimer BICC

We are providing Cyber Security solutions and managed IT services from world leading Cyber Security and IT solution providers. We only manage the services from third party but not responsible for any kind of interruption. Any links to third-party software we provided "as it is basis" without warranty or guarantee of any kind, either expressed or implied or legal or equity and such software is to be used at your own risk. If any concern or issue raised, you should contact directly with the third-party software, not with us. However, in certain cases we may assist you to install / re-install and manage the third-party software for your premises but not guaranteed to provide any firm solutions. Upon agreed with our service, you also agreed to indemnify us for any act or omission.

Limited Liability BICC

To the maximum extent permitted by applicable law, in no event shall the provider, its employees or licensors or supplier or partners be liable for any lost profits, revenue, sales, data or costs of procurement of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, however caused and whether arising under contract, tort, negligence, omission or other theory of liability, arising out of the use of or inability to use the account, even if the provider or its licensors or affiliates are advised of the possibility of such damages.

Some of our third-party product legal disclaimer, privacy policy is given below (extracted from their corporate website) is on 28th June 2021.

McAfee Secure Home & Office Platform

The information saree extracted from McAfee Website: <https://www.mcafee.com/en-nz/consumer-support/policy/legal.html> on 28th June 2021.

Welcome to the McAfee Secure Home Platform! These Terms of Service ("Terms") affect your legal rights, so please read them carefully. These Terms apply to your access and use of a home wireless network (the "Home Network") that is protected by McAfee Secure Home Platform ("Platform"). If you will be managing the settings of the Home Network through the Secure Home Platform mobile application (the "App"), then these Terms also apply to you ("Home Network Administrator") and your use of the App. You may access the Home Network from your personal computer, tablet, mobile device or other Internet-capable device ("your Device"). In order to access and use the Home Network and/or the App, you must agree to these Terms. The Platform and the App are provided by the applicable McAfee legal entity identified in Section 17 (collectively, "McAfee", "we", "us", or "our").

By clicking "I accept", or by accessing or using the Home Network and/or the App, you agree to be bound by these Terms and all terms incorporated by reference. We have included links to additional terms, such as our [Privacy Notice](#) which are important and together create this legal agreement that applies to you. If you do not agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 12, you may not access or use the Home Network or the App.

McAfee reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by providing notice through the Home Network or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Home Network and/or App, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Home Network and/or App. If you do not agree to the revised Terms, you may not access or use the Home Network and/or App.

1. SHARING OF DATA

You acknowledge that the Home Network Administrator may receive information about your use of the Home Network, including without limitation, your name, the type of Device you have, and the sites that you visit (for example, the Home Network Administrator may receive a notification if you visit a website that has parental control restrictions enabled). If you do not wish for the Home Network Administrator to receive this information, do not use the Home Network.

2. PRIVACY

Our [Privacy Notice](#) is incorporated by reference into these Terms, and you understand that you are agreeing to the terms therein by accessing or using the Home Network and/or App. Please review the Privacy Notice for additional information about how we collect, use, and disclose information about you. The Privacy Notice applies solely to our use of information about you. You acknowledge that the policy does not govern the Home Network Administrator's use of any information about you that the Home Network Administrator receives, or any use of your information by any Internet Service Provider or other third party.

Effective date: May 05, 2021

This Notice provides information about data we collect, use, and share, and our commitment to using the personal data we collect in a respectful fashion.

We at McAfee, LLC, including our affiliates ("McAfee", "we", "us", "our"), care deeply about privacy, security, and online safety, all of which are a significant part of our essential mission: to protect users of our products and services ("you" and "your") from the risks of theft, disruption, and unauthorized access to their online information and activities. This Privacy Notice ("Notice") is designed to inform you about how we collect, use, and share your personal data through our website (our "Site"), products, services, and web-based and mobile applications (collectively, the "Services") or when you interact with us.

McAfee sells products and services directly to consumers (you can find more information about those products here, "[Consumer Products](#)"), as well as to corporations and business customers (you can find more information about those products here, "[Enterprise Products](#)"). This Privacy Notice applies both to the information we collect from you or your device when you download one of our Services and to the information we collect when one of our distribution partners or business customers installs our Services on your device.

When you access or use our Services, you acknowledge that you have read this Notice and understand its contents. Your use of our Services and the Site and any dispute over privacy is subject to this Notice, any applicable Terms of Service (including any applicable limitations on damages and the resolution of disputes) and any applicable End User License Agreement.

As McAfee grows, our business changes, and we may update this Notice at any time as we deem appropriate to reflect those changes. If there are any material changes to this Privacy Notice, we will notify you by email, in-product notification,

or as otherwise required by applicable law. It is important that you check back and make sure that you have reviewed the most current version of this Notice.

This Notice applies to all users of our Services across the world. Some users, including residents of the European Economic Area, may have additional rights depending on where they are located, which are described in this Notice.

What Kinds of Information Do We Collect?

In order to provide our services, we collect information. Some information you provide directly to us, some we collect automatically through our Services, and some is collected from third parties. In this Notice, "Personal Data" refers to data that could be used, alone or in combination with other data, to identify you as an individual.

We collect information you provide to us. For example, we collect information when you purchase a product or service, create an account, fill out a form, participate in a contest or promotion, request customer service, or otherwise communicate with us.

The types of Personal Data you may provide includes:

- Contact information (such as name, email address, mailing address, and phone number);
- Payment information (including payment card numbers and associated identifiers, billing address, and bank account information); and
- Account log-in credentials (which for some Services may include social network credentials).

We may also collect other information from or about you, such as information about what products you purchased, your interests, demographic information, photographs and videos, and biometric data such as fingerprints or voice prints. You may also provide us with additional data. For example, when you use our identity theft protection services, you will have the option to provide your social media log-in information so that we can monitor your social media accounts.

We automatically collect information about your interactions with the Services as well as devices on which the Services are installed. In some cases, we automatically collect information about other devices connected to the same network as the device on which the Services are installed.

For example, we may collect and use the following:

- Information about the products you looked at or searched for and the Services you used, including time spent and other statistical information.
- Details about your computers, devices, applications, and networks, including internet protocol (IP) address, cookie identifiers, mobile carrier, Bluetooth device IDs, mobile device ID, mobile advertising identifiers, MAC address, IMEI, Advertiser IDs, and other device identifiers that are automatically assigned to your computer or device when you access the Internet, browser type and language, language preferences, battery level, on/off status, geo-location information, hardware type, operating system, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, the amount of time you spend on each page, information about the links you click and pages you view within the Services, and other actions taken through use of the Services such as preferences. We may collect this information through our Services or through other methods of web analysis.
- When you use our products to protect your mobile device, we collect geolocation data of the device on which the product is installed.
- Details about your internet, app, or network usage (including URLs or domain names of websites you visit, information about the applications installed on your device, or traffic data); and performance information, crash logs, and other aggregate or statistical information.

In order to provide you our Services, including to detect and evaluate malware and spam, we may scan, collect, and store data from your files, including emails, attachments, email addresses, metadata, and URLs and traffic data.

We collect this information through our Services and through technologies such as cookies, web beacons or web bugs, and clear GIFs. Please see our [Cookie Notice](#) for more information about the cookies and similar technologies that we use and the choices available to you.

Information We Collect from Third Parties

We may receive information about you from other sources and combine that information with the information we collect directly. Examples of information we may receive from other sources include: updated delivery or payment information used to correct our records; purchase or redemption information; and customer support and enrollment information. For our identity protection Consumer Products, we also may collect credit or identity information which we use to help prevent and detect fraud.

Location Information

Certain Services may request permission to access your location. Where you grant this permission, we will collect information about your location using GPS, wireless, or Bluetooth technology. You can control access to precise location information through your mobile device settings. We also may look up your IP address to determine your general location.

How Do We Use the Information We Collect?

To Help Protect You

When you install or use one of our Services, it will run in the background of your device or environment to help predict threats and better protect you, your devices, and your information. For example, McAfee may use information to:

- Analyze data sent to/from your device(s) to isolate and identify threats, vulnerabilities, viruses, suspicious activity, spam, and attacks, and communicate with you about potential threats;
- Participate in threat intelligence networks, conduct research, and adapt products and services to help respond to new threats;
- Encrypt your data, lockdown a device, or back-up or recover your data;
- Check for Service updates and create performance reports on our Services, to ensure they are performing properly; and
- Look for misuses of your data when you use our identity monitoring products.

To Run Our Business

We also use the information we collect for other business purposes, including to:

- Authenticate your identity and prevent fraud with your biometric data;

- Analyze your behavior to measure, customize, and improve our Site and Services, including developing new products and services;
- Advertise McAfee products and services that we think may be of interest to you;
- Establish and manage accounts and licenses, including by collecting and processing payments and completing transactions;
- Provide customer support, troubleshoot issues, manage subscriptions, and respond to requests, questions, and comments;
- Communicate about, and administer participation in, special events, programs, surveys, contests, sweepstakes, and other offers and promotions;
- Conduct market and consumer research and trend analyses;
- Enable posting on our blogs, forums, and other public communications;
- Perform accounting, auditing, billing, reconciliation, and collection activities;
- Prevent, detect, identify, investigate, and respond to potential or actual claims, liabilities, prohibited behavior, and criminal activity; and
- Comply with and enforce legal rights, requirements, agreements, and policies.

Third-Party Advertising

We work with third-party advertising companies to display or deliver ads to you while you are on our Site or using some Services. These third-party advertisers may collect data about your interaction with the Site or Services or others' sites or services to measure the effectiveness of their ads and to personalize advertising content. See our [Cookie Notice](#) to learn more about how McAfee and these advertising partners use tracking technologies like cookies and the choices available to you.

If you have consented to allow our Services to access to your location, our mobile advertising partners may use your location to target advertisements to you. You may use the location settings on your device to withdraw access to information about your location

Other Uses

We may use Personal Data for which we have a legitimate interest, such as direct marketing, individual or market research, anti-fraud protection, or any other purpose disclosed to you at the time you provide Personal Data or with your consent.

Who Do We Share Personal Data With?

Generally, we disclose the information we collect to provide the Services, to communicate with you, to advertise or promote our Services, to facilitate changes to or transfers of our business, as required by law, or with your consent. We may share Personal information in the following ways:

- With current and future members of the McAfee family of companies for the purposes described in this Notice;
- With service providers who perform services for us (see the list of our sub-processors here for [Enterprise Products](#); and where required under applicable laws, available upon request for [Consumer Products](#));
- If we believe disclosure is necessary and appropriate to prevent physical, financial, or other harm, injury, or loss, including to protect against fraud or credit risk;
- To legal, governmental, or judicial authorities as instructed or required by those authorities and applicable laws, or in relation to a legal activity, such as in response to a subpoena or investigation of suspected illicit or illegal activities, or where we believe in good faith that users may be engaged in illicit or illegal activities, or where we are bound by contract or law to enable a customer or business partner to comply with applicable laws;
- In connection with, or during negotiations for, an acquisition, merger, asset sale, or other similar business transfer that involves all or substantially all of our assets or functions where Personal Data is transferred or shared as part of the business assets (provided that such party agrees to use or disclose such Personal Data consistent with this Notice or gains your consent for other uses or disclosures);
- With your consent or at your direction, such as when you choose to share information or publicly post content and reviews (for example, social media posts); and
- With persons of your choosing and at your discretion, should the product you are subscribed to allow that functionality. We may also share aggregate data that does not identify you or any specific device with third parties.

How Do We Protect Your Data?

We use administrative, organizational, technical, and physical safeguards to protect the Personal Data we collect and process. Our security controls are designed to maintain data confidentiality, integrity, and an appropriate level of availability.

What Choices Do You Have About Your Personal Data?

McAfee Accounts

If you register a McAfee Consumer Product, you can access and correct the Personal Data in your profile at any time by visiting [My Account](#) or contacting us as described below.

If you have not registered a McAfee product but one of our products is installed on your device, you may stop McAfee's collection of Personal data from your device by uninstalling that product.

To close your account and for other support questions, please visit the McAfee [Contact Us](#) page and click on "Support" tab and then select your "Country".

Marketing Communications

To stop receiving marketing communications, click on the unsubscribe link in the email, or click [here](#) for Enterprise marketing or [here](#) for Consumer marketing.

If you choose to no longer receive marketing information, McAfee may still communicate with you regarding transactional, legal or administrative topics, such as security updates, product functionality, and service requests.

Individual Rights in Personal Data

In accordance with applicable law, you may have the right to: (i) request confirmation of whether we are processing your Personal Data; (ii) obtain access to or a copy of your Personal Data; (iii) receive a portable copy of your Personal Data, or ask us to send that information to another organization (the "right of data portability"); (iv) seek correction or

amendment of inaccurate, untrue, incomplete, or improperly processed Personal Data; (v) restrict our processing of your Personal Data; (vi) object to our processing of your Personal Data; and (vii) request erasure of Personal Data held about you by us, subject to certain exceptions prescribed by law.

If you would like to exercise any of these rights, please visit our Individual Data Request Form available at <https://www.mcafee.com/enterprise/en-us/about/legal/gdpr-data-request.html> or contact us as set forth below. We will process such requests in accordance with applicable laws. To protect your privacy, we may take steps to verify your identity before fulfilling your request. For some requests and where permitted by law, an administrative fee may be charged. We will advise you of any applicable fee prior to performing your request.

How Long Does McAfee Retain the Personal Data it Collects?

McAfee will keep your Personal Data for the minimum period necessary for the purposes set out in this Notice, namely (i) for as long as you are a registered subscriber or user of our products or (ii) for as long as your Personal Data are necessary in connection with the lawful purposes set out in this Notice, for which we have a valid legal basis or (iii) for as long as is reasonably necessary for business purposes related to provision of the Services, such as internal reporting and reconciliation purposes, warranties or to provide you with feedback or information you might request. Where required by law, we will delete your biometric data within three years of your last interaction with the Services.

In addition, if any relevant legal claims are brought, we may continue to process your Personal Data for such additional periods as are necessary in connection with that claim.

Once the abovementioned periods, each to the extent applicable, have concluded, we will either permanently delete, destroy, or de-identify the relevant Personal Data so that it can no longer reasonably be tied to you.

Children's Privacy

Some of McAfee's Services provide security features that parents may use to monitor their child's activity online, physical location, or use of a registered device. These Services require parental consent, and we do not knowingly use the Personal Data we collect from children's devices for any purpose except to deliver the Services. These products allow parents to delete their child's profile at any time. If you believe we have collected information from your child in error or have questions or concerns about our practices relating to children, please contact us as described below. If you are under the age of 18, you must have your parent's permission to access the Services. McAfee urges parents to instruct their children never to give out their real names, addresses, or phone numbers, without parental permission. If you learn that your child has provided us with Personal Data without your consent, you may alert us by contacting us as described below. If we learn that we have collected any Personal Data from children under 13 (and in certain jurisdictions under the age of 16), we will promptly take steps to delete such information and terminate the child's account.

Data Transfers

McAfee is headquartered in the United States (see Contact Us for addresses), and we have operations, entities, and service providers in the United States and throughout the world. As such, we and our service providers may transfer your Personal Data to, or store or access it in, jurisdictions that may not provide equivalent levels of data protection as your home jurisdiction. We will take steps to ensure that your Personal Data receives an adequate level of protection in the jurisdictions in which we process it.

Residents of the European Economic Area

If you are in the European Economic (EEA), the following additional disclosures apply.

Data Controller

Where you purchase one of McAfee's consumer products, McAfee Ireland Limited acts as the Controller of your Personal Data.

Legal Basis for Processing

When we process your Personal Data, we will only do so in the following situations:

- We need to use your Personal Data to perform our responsibilities under our contract with you (e.g. processing payments for and providing the Services you purchase or request).
- We have a legitimate interest in processing your Personal Data. For example, we have a legitimate interest in processing your Personal Data to provide, secure, and improve our Services, in communicating with you about changes to our Services, and in informing you about new services or products.
- We have your consent to do so.
- We need to process your Personal Data to comply with our legal obligations.

Data Transfers

We transfer Personal Data to countries outside of the EEA or Switzerland through a series of intercompany agreements based on the Standard Contractual Clauses in accordance with EU law and applicable EU regulations.

Individual Rights Requests and Withdraw Consent

You may submit a request to exercise your rights in Personal Data using the mechanisms explained under "What Choices Do You Have About Your Personal Data?" above. If you initially consented to our processing of your Personal Data, you may withdraw your consent using those mechanisms or by contacting us using the contact information below.

For Enterprise/Business Customers Only

Sometimes McAfee products and services are offered through a third party such as an employer. In these instances, McAfee acts as a data processor and only processes Personal Data in line with instructions received from its customers. Any requests relating to the exercise of individual rights in Personal Data processed as part of a service offered by a third party should be made by an authorized individual using the Individual Data Request Form available at <https://www.mcafee.com/enterprise/en-us/about/legal/gdpr-data-request.html>. If you require further information about the Personal Data processed by the McAfee offered through a third party, please contact your account manager.

Supervisory Authority and Complaints

If you are an EU/EEA Data Subject and have a concern about our practices concerning the processing of Personal Data that we are not able to resolve, you have the right to lodge a complaint with the data protection authority where you reside or in which you work, or in which the alleged infringement occurred, each as applicable, or by contacting the Irish supervisory authority for data protection issues, at <https://www.dataprotection.ie/docs/Home/4.htm>, or +353 57 868 4800.

3. ADDITIONAL PROVISIONS REGARDING THE APP

Use of the App is permitted only by the Home Network Administrator. If you are not the Home Network Administrator, you have no right to use the App. If you are the Home Network Administrator, in order to use the App, you will need to register for a Platform user account ("Account") through the App. By creating an Account, you agree to (i) provide accurate, current

and complete Account information, (ii) maintain and promptly update, as necessary, your Account information, and (iii) maintain the security of your Account credentials. **You agree that we can rely on the instructions of the person that establishes the Account related to your Home Network. You are not permitted to let other individuals use your Account credentials. You understand that letting another individual control the Home Network through your Account may result in changes to your Platform configurations and permissions. You acknowledge that McAfee has no responsibility to you with respect to the actions of such parties. As such, you are solely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account.**

4. UNLAWFUL AND PROHIBITED USE

As a specific condition of your access to the Home Network, you explicitly agree not to use the Home Network for any purpose that is unlawful or prohibited by these Terms. You agree: (i) not to violate any applicable law, contract, intellectual property or other third-party right or commit a tort; (ii) not to engage in any harassing, threatening, intimidating, predatory or stalking conduct; not to use the Home Network in any way that could damage, disable, overburden, or impair the Home Network, or interfere with anyone else's use of the Home Network, (iii) not to attempt to gain unauthorized access to the Platform or the App, through hacking, password mining or any other means, (iv) not to attempt to reverse engineer any portion of the Platform or the App, or attempt to infringe the intellectual property rights of others in any way, (v) not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Home Network or App, (vi) to act responsibly and not use the Home Network or App for any fraudulent, unlawful, harassing, abusive, illegal, or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms. You further acknowledge and agree that a violation of these Terms may result in a denial of access to the Home Network and App without notice and may subject you to administrative penalty and/or criminal liability.

Additionally, if you are a Home Network Administrator, you agree that you will not permit anyone else to access or use your Account.

5. SECURITY WARNING

Wireless communications, including those sent over the Home Network, are not secure communications. McAfee is not responsible for the privacy of activity using the Home Network. For security purposes, activity on the Home Network may be monitored, but there is no obligation on McAfee to do so or to take any action even if it does.

6. AVAILABILITY OF THE PLATFORM; AUTOMATIC UPDATES

Availability of the Platform. While we aim for the Platform to be highly reliable and available, you acknowledge that it may not be available 100% of the time. The Platform is subject to sporadic interruptions and failures for a variety of reasons beyond our control, including router failure, Wi-Fi intermittency, service provider or your mobile carrier uptime, viruses, bugs or other issues present in your router equipment, computer or other devices connected to your Home Network, and your App configurations, among others. You acknowledge these limitations and agree that McAfee is not responsible for any damages allegedly caused by the failure or delay of the Platform. Additionally, you are solely responsible for any fees charged directly by such third parties in connection with your use of the Platform and for your compliance with all applicable agreements and policies provided by such third parties.

Automatic Updates. We may from time to time develop updates, patches, bug fixes, and other modifications to the Software ("Updates") at no cost to you. Updates may be automatically installed without providing any additional notice or receiving any additional consent from you. By accessing or using the Software, you consent to automatic Updates. You further acknowledge that you may be required to install Updates to use the Software, and to promptly install any Update we provide.

7. PROPRIETARY RIGHTS

McAfee Property. You acknowledge that all of the intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets in the Platform and the App (and in the underlying technology) are owned by McAfee, its affiliates or its licensors. All rights not expressly licensed are reserved.

Feedback. You may choose to, or we may invite you to submit, comments, ideas, suggestions, or concerns about the Platform and the App (collectively, "Feedback"). By submitting any Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction, and will not place McAfee under any fiduciary or other obligation. You acknowledge that McAfee may use, copy, modify, publish, or redistribute your submissions for any purpose without any compensation to you. You further agree that McAfee does not waive any rights to use similar or related ideas previously known to McAfee, whether developed by its employees or obtained from other sources.

8. LIMITED LICENSE

We are pleased to grant you a nonexclusive, revocable, non-assignable, non-sublicensable, limited license to use the Platform and the App for personal use only and in accordance with these Terms and all applicable laws and regulations. The Platform is intended to be used only on the router on which it is pre-installed, and the App is intended to be used only on a supported mobile device owned by you. Unless explicitly stated by us, nothing in these Terms shall be construed as conferring any right or license to any patent, copyright, trademark, or other proprietary right of McAfee or any third party, whether by estoppel, implication or otherwise. This license is nontransferable and is revocable by us in the event you violate this Agreement. Upon any termination of this license, you must immediately cease all use of the Platform and App.

9. LIMITED WARRANTY; DISCLAIMERS

Except for the limited warranty below, McAfee disclaims any and all other warranties, and any and all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to (a) any errors in or omissions on or from the Home Network or App, including but not limited to technical inaccuracies and typographical errors, (b) any third party websites or content therein directly or indirectly accessed through links on the Home Network or App, including but not limited to any errors in or omissions contained therein, (c) the unavailability of the Home Network or App, (d) your use of the Home Network or App, (e) your use of any equipment or software in connection with the Home Network or App, or (f) information you might access or encounter or any activity that results from your access, encounter or activity on the internet.

Any dealings with any third parties (including advertisers and/or sponsors) appearing on the Home Network, and any other terms, conditions, warranties or representations associated with such dealings are solely between you and those third parties. We are not responsible for examining or evaluating, and do not warrant the offerings of, any of these businesses or individuals or the content of their websites. McAfee does not assume any responsibility or liability for the actions, products, or website contents of any third parties. You should carefully review their privacy statements and other conditions of use.

The Platform, Home Network, and App are provided on an “as is” and “as available” basis without warranties of any kind. McAfee makes no warranties or representations, and expressly disclaims any and all warranties, including but not limited to the implied warranties of design, merchantability, fitness for a particular purpose, and title, any warranties arising from a course of dealing, usage, or trade practice, and any warranties of non-infringement of any third party’s patent(s), trade secret(s), copyright(s) or other intellectual property rights. McAfee will not be liable for any damages (including direct, indirect, incidental, consequential, special or punitive). McAfee does not warrant that the operation of the Home Network or App will be uninterrupted or error-free. No oral or written information given by McAfee or an authorized representative of McAfee shall create any warranty. In addition, McAfee does not represent or warrant that the Platform, Home Network, and App are accurate, complete, reliable, current or error-free, or that the content or websites that you or users of your Home Network request, receive, or visit will be safe, legal, acceptable, or appropriate for a particular age. You acknowledge that any age-based filtering based on your App configurations may not be 100% accurate, and that McAfee is not responsible in the event that certain content on your Home Network is not appropriately filtered according to your configurations. While McAfee attempts to make your access to and use of the Platform, Home Network, and App safe, we cannot and do not represent or warrant that the Platform, Home Network, or App, or our servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Platform, Home Network, and App.

You acknowledge that some security breaches involve attacks on data. For example, there are viruses and other malware that: (i) delete or destroy your data (sometimes individual files, but sometimes even an entire disk by corrupting a master boot record or other key element); (ii) modify your files (such as parasitic malware that attaches itself to a file and modifies the file to enable its own execution and/or propagation); and (iii) encrypt files on your drive (such as ransomware that uses asymmetric encryption). The best way for you to protect yourself from these types of attacks is frequent back-ups of your data to another device/location. That way, you have another copy of the data in the event that the attacking software has deleted, modified, or destroyed the data. It is your sole and exclusive responsibility to back-up all data and files on your device so that they can be restored in the event of an attack on your data. Without such a back-up, it may not be possible to restore the deleted/destroyed/modified data. McAfee is not liable for loss of or recovery of data, or for files or loss of use of systems or networks arising from attacks on data.

Limited Warranty. We warrant that the Platform will perform substantially in accordance with the product description provided at McAfee.com. If you are dissatisfied with any portion of the Platform or the App, or with any of these Terms, your sole and exclusive remedy is to discontinue using the Home Network.

10. LIMITATION OF LIABILITY

Under no circumstances are we or our suppliers, licensors or other third-party service providers liable to you for any: (a) indirect, special, incidental, or consequential damages; (b) theft of personally identifiable information or cost of procuring substitute services, and (c) damages for loss of profits, loss of goodwill, loss of personnel salaries, work stoppage, computer failure or malfunction, loss of data, or negligence of any kind, or for any other nondirect damage or loss. In no event will our, our affiliates’ or our suppliers’, licensors’ or other third-party service providers’ aggregate liability to you for direct damages under these terms exceed the greater of (i) the price you paid for the Platform service, or (ii) if you have not paid McAfee for the use of any services, \$100.00 USD (one-hundred U.S. dollars). Nothing in these Terms limits any rights you may have under existing consumer-protection statutes or other applicable laws that may not be waived by contract in your jurisdiction.

11. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold McAfee and its past, present, and future employees, officers, directors, contractors, equity holders, parent companies, subsidiaries, affiliates, licensors and suppliers (collectively, the “McAfee Parties”) harmless from any damages, liabilities, claims, demands, awards, judgments, losses, fees, expenses, and costs of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or in equity, whether in tort, contract, or otherwise (collectively, “Claims”) made by any third party due to or arising out of (i) any misuse by you or anyone you authorize to use the Home Network, your Account, or the App; (ii) your violation of these Terms or any other applicable terms, policies, warnings, or instructions provided by McAfee or a third party in relation to the Home Network or App; (iii) any Feedback you provide; or (iv) your violation of any law or the rights of a third party. You agree to promptly notify McAfee of any third-party Claims, cooperate with defending such Claims (including, but not limited to, attorneys’ fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance). You further agree that McAfee Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and McAfee.

12. BINDING ARBITRATION AND CLASS ACTION WAIVER

Agreement to Arbitrate Disputes. Any claim, dispute or controversy of any kind, regardless of the type of claim or legal theory or remedy (“Claim”) by either you or us against the other arising from, relating to or in any way concerning the Terms, the Home Network, the App, or any other services you receive from us (or from any advertising for any such products or services) shall, at the demand of either party, be resolved by confidential binding arbitration. This agreement to arbitrate also includes: (i) claims relating to the enforceability or interpretation of any of these arbitration provisions; (ii) Claims by you, and also Claims made on your behalf or connected to you, such as an employee, representative, agent, predecessor, successor, heir, assignee, or trustee in bankruptcy; (iii) Claims that relate directly to us, and/or to our parent, affiliates, successors, assignees, employees, and agents; and (iv) Claims asserted as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class and non-representative) basis. **You and we agree that no class action, consolidated action, private attorney general or other representative claims may be pursued in arbitration, nor may such actions be pursued in court. By accepting this arbitration agreement, you agree to waive the right to initiate or participate in a class action, representative action, private attorney general action or consolidated arbitration in any matter encompassed by this arbitration provision.**

Notice of Dispute. The party seeking arbitration must first notify the other party of the dispute in writing at least 60 days in advance of initiating arbitration. Notice should be sent to McAfee, 5000 Headquarters Drive, Plano, TX 75024, Attention: Legal Department. The notice must include your name, address, and contact information, the facts giving rise to the

dispute, and the relief requested. You and McAfee will attempt to resolve any dispute through informal negotiation within 60 days from the date of the Notice of Dispute is sent. After 60 days, you or we may commence arbitration.

Administration of Arbitration. If any dispute is not resolved by informal negotiation, any claim, dispute, or controversy will be, at the demand of either party, conducted exclusively by binding arbitration governed by the Federal Arbitration Act ("FAA"), and not state law. **You are giving up the right to litigate (or participate as a party or class member in) all disputes in court before a judge or jury.** Instead, all disputes will be resolved on an individual basis before a single, neutral arbitrator and the proceeding shall be confidential. The arbitrator will be either a lawyer admitted to practice law in his or her jurisdiction and with at least ten years' experience, or a retired or former judge selected in accordance with the rules of the AAA. The arbitrator is bound by the terms of this Agreement, and the arbitration shall be governed by the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Agreement (the "Arbitration Rules"). For more information, see adr.org or call 1-800-778-7879.

All arbitration proceedings shall be conducted in English, and the United States FAA shall govern the interpretation, enforcement, and proceedings pursuant to the binding arbitration clause in these Terms. The award shall be confidential and only disclosed as is necessary to obtain judgment or as otherwise required by law. You and we further agree that a judgment may be entered upon the award by any court having jurisdiction. The arbitration award shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other dispute.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse your filing fee. We will pay the fees and costs for the first day of any hearing. All other fees and costs will be allocated in accordance with the arbitration rules. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or if you ask us and we determine there is a good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, witnesses, and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Conflicting Terms. In the event of a conflict between the Arbitration Rules and this arbitration agreement, this arbitration agreement shall govern. If any portion of this arbitration agreement is deemed invalid or unenforceable, it shall not invalidate the other provisions of the arbitration agreement, provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire arbitration agreement shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the arbitration agreement shall be null and void as to such claims only. This arbitration agreement shall survive the termination or cancellation of these Terms. In the event of a conflict between this arbitration agreement and any other applicable arbitration provision, this arbitration agreement shall control.

Waiver of Jury Trial. If for any reason a claim proceeds in court rather than through arbitration, you and McAfee agree that there will not be a jury trial. You and McAfee unconditionally waive any right to trial by jury in any dispute that in any way relates to or arises out of these Terms or from any services you receive from us (or from any advertising for any such services). In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

13. GOVERNING LAW

Except as provided in Section 18 below, these Terms, your access to and use of the Home Network, the relationship of the parties, and any disputes arising out of, concerning, or relating to the Terms, including any disputes between you and McAfee, will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law principles, except that the FAA governs all provisions relating to arbitration. If for any reason, the laws of the State of New York are found not to apply, then these Terms, the use of the Platform, the relationship of the parties, and any disputes arising out of, concerning, or relating to these Terms, including any disputes between you and McAfee, will be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of law principles, except that the FAA governs all provisions relating to arbitration. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to the Home Network.

14. TERMINATION

These Terms will remain in full force and effect so long as you continue to access or use the Home Network and/or App, or until terminated in accordance with the provisions of these Terms. At any time, McAfee may (i) suspend or terminate your rights to access or use the Home Network and/or App, or (ii) terminate these Terms with respect to you if McAfee in good faith believes that you have used the Home Network or App in violation of these Terms, including any incorporated guidelines, terms or rules. Upon termination of these Terms, your right to use the Home Network and App will automatically terminate.

15. SEVERABILITY

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and McAfee relating to your access to and use of the Home Network and, if you are the Home Network Administrator, your access to and use of the App. The failure of McAfee to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

17. LICENSING ENTITIES

The Platform is licensed to you by one of these legal entities:

- (a) McAfee, LLC., a Delaware corporation, with offices located at 2821 Mission College Blvd., Santa Clara, California 95054, USA, if the Platform is used in North America, Central America, South America, or the Caribbean;
- (b) McAfee Ireland Limited, with offices located at Building 2000 City Gate, Mahon, Cork, Ireland if the Platform is used in Europe, the Middle East, Africa, Asia, or the Pacific Rim; or

(c) McAfee Co., Ltd. with offices located at Shibuya Mark City West Building 12-1, Dougenzaka 1-Chome, Shibuya-ku, Tokyo 150-0043, Japan, if the Platform is used in Japan.

18. ADDITIONAL TERMS FOR THE APP

NOTICE REGARDING APPLE

Notwithstanding any terms to the contrary in these Terms, the following additional terms will apply to the download of the App for use on the iPhone, iPod Touch or iPad:

You and McAfee acknowledge that these Terms are solely between you and McAfee, and not with Apple, Inc. ("*Apple*"), and that McAfee, not Apple, is solely responsible for the Software, the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iPhone App Store ("*App Store*"). You agree to pay all fees charged by the App Store in connection with the App (if any). You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Software ("*Apple Usage Rules*") as of the date you download the App. In the event of any conflict between the terms and conditions of the Apple Usage Rules and the terms and conditions of these Terms, the terms and conditions of the Apple Usage Rules will govern if they are more restrictive.

Scope of License. The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod Touch or iPad that you own or control as permitted by the Apple Usage Rules.

Maintenance and Support. McAfee is solely responsible for providing maintenance and support services with respect to the App. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty. You acknowledge and agree that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. You also acknowledge and agree that to the extent that there are any applicable warranties, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty, such will be the sole responsibility of McAfee. However, you understand and agree that, in accordance with these Terms, McAfee has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App, except those implied by law.

Product Claims. You and McAfee acknowledge and agree that as between Apple and McAfee, McAfee, not Apple, is responsible for addressing any of your claims or any third party claims relating to the App or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

Intellectual Property Rights. You and McAfee acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, McAfee, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address. Any end-user questions, complaints or claims with respect to the App should be directed to: <http://service.mcafee.com>

Third Party Beneficiary. The parties acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce any of the terms and conditions of these Terms against you as a third party beneficiary thereof. However, the right of McAfee to terminate, rescind, or make any change to these Terms is not subject to the consent of any other person.

Check Point

The information saree extracted from Check point software Website: <https://www.checkpoint.com/third-party-software-disclaimer/> on 28th June 2021.

Third-Party Software Disclaimer

Any links to third-party software available on this website are provided "as is" without warranty of any kind, either expressed or implied and such software is to be used at your own risk.

The use of the third-party software links on this website is done at your own discretion and risk and with agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities. You are solely responsible for adequate protection and backup of the data and equipment used in connection with any of the software linked to this website, and we will not be liable for any damages that you may suffer connection with downloading, installing, using, modifying or distributing such software. No advice or information, whether oral or written, obtained by you from us or from this website shall create any warranty for the software.

Additionally, we make no warranty that:

- The third-party software will meet your requirements.
- The third-party software will be uninterrupted, timely, secure or error-free.
- The results from the use of the third-party software will be effective, accurate or reliable.
- The quality of the third-party software will meet your expectations.
- If errors or problems occur in connection with a download of the third-party software obtained from the links on this website, they will be corrected.

The links to third-party software and the related documentation made available on this website are subject to the following conditions:

- The software could include technical or other mistakes, inaccuracies or typographical errors.
- At any time without prior notice, we may make changes to the links pointing to third-party software or documentation made available on the third-party's website.
- The software may be out of date, and we make no commitment to update such materials.
- We assume no responsibility for errors or omissions in the third-party software or documentation available from its website.

- In no event shall we be liable to you or any third parties for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, lost data or profits, or any liability, arising out of or in connection with the use of this third-party software.

Check Point Legal Disclaimer New Zealand

The information saree extracted from Check point software Website: <https://checkpointsystems.com/nz/legal-disclaimer/> on 28th June 2021.

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Checkpoint Systems does not wish to be linked to or from any third-party website which i) contains, posts or transmits any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any content constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national or international law or regulation; ii) may be damaging or detrimental to the activities, operations, credibility or integrity of Checkpoint Systems or which contains, posts or transmits any material or information of any kind which promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including without limitation, the making or buying of illegal weapons; or iii) contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary rights. Checkpoint Systems reserves the right to prohibit or refuse to accept any link to the website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the website upon the request of Checkpoint Systems.

PRIVACY POLICY

Your access to and continued use of the "Checkpoint Systems" (meaning CCL Industries Inc., and its subsidiaries and affiliates engaged in the merchandise availability solutions for the retail industry, encompassing loss prevention and merchandise visibility) website constitutes your acceptance of and compliance with the following provisions. If you do not agree to these terms and conditions, you should immediately discontinue any use of the site. Also note that these terms and conditions may change from time to time and it is your responsibility to check for such updates. The last revision for these terms and conditions is set forth below.

May 28th, 2018

1. No Collection of Personal Information for Browsing Purposes. Checkpoint does not collect personal information about you unless specifically and knowingly provided by you, either by ordering reports, presentations, etc. by mail or through downloads.
2. Security Risks Related to Internet. This website has security measures in place to protect the loss, misuse and alteration of the information under Checkpoint Systems 's control. Although every effort is taken to ensure no one else will view, seize or obtain your personal data, complete confidentiality and security is not yet possible over the Internet. Any encrypted email communication over the Internet is not secure or confidential, and is subject to possible interception, loss and alteration. You acknowledge and agree that Checkpoint, its agents, administrators, employees and affiliates may not be held liable for any damages you or anyone else may suffer or incur as a result of the transmission of confidential or sensitive information over the Internet, and that all such communications will be made at your own risk.
3. Request for Information. Checkpoint obtains its information about you directly from you. Depending on the type of product or service requested, Checkpoint may require information such as your name, address and other additional information. Any personal information is only obtained by Checkpoint if you supply it voluntarily. Checkpoint does not transmit any personal information and preferences regarding your user profile, at all times. In order to review any personal information provided to Checkpoint, or to ask Checkpoint to delete such information or cease further use of such information, please submit your request to Checkpoint by email to ccl@cclind.com and privacy@checkpt.com
4. Monitoring. You acknowledge that Checkpoint may monitor access to, use of and other activities relating to this website, and may intervene in relation thereto but Checkpoint does not make any representation or warranty that it will do so. You hereby consent to any such monitoring and intervention.
5. Cookies. Checkpoint and its third-party providers set and use cookies and similar technologies to store and manage user preferences, deliver targeted advertising, enable content, and gather analytic and usage data, for example. The use of cookies and other tracking technologies is standard across websites and apps through which information is collected about your online activities across applications, websites, or other services. You can manage website cookies in your browser settings, and you always have the choice to change these settings by accepting, rejecting, or deleting cookies. If you choose to change your settings, you may find that certain functions and features will not work as intended. All browser settings are slightly different, so to manage cookies, you should refer to the relevant settings within your browser.

6. Hyperlinks to Other Sites. This website may contain hyperlink to other sites. Checkpoint is not responsible for the privacy practices or the content of such websites and any information that you provide to such other websites shall be subject to the privacy policies of the owners of such other websites.
7. Use of Personal Information by Employees of Checkpoint. Certain employees will be provided with information about you in order to provide services or information regarding specific products. Checkpoint's employees are instructed to use strict standards of care in handling your personal and confidential information. You hereby expressly consent to the disclosure by the site owner of your personal information transmitted through this website to the site owner's employees in order to allow them to provide you with the products and services that you may request.
8. Modification of these Terms. Checkpoint may modify, alter or otherwise update the terms and conditions applicable to this website from time to time, without prior notice, by updating this posting. The date of the last modification will appear at the top hereof. You agree to review the terms of use each time you access and use this website and to be bound by such terms of use as are in effect at the time when you access this website. Your access and use of this website constitute irrefutable evidence of your consent to be bound by these terms and conditions.
9. Governing Law, Arbitration and Evidence. This website is controlled and operated by Checkpoint and these terms shall be governed by the laws of the Province of Ontario and the laws of Canada applicable thereto without reference to principles of conflict of laws. You agree to be bound by such laws.

ESET

The information saree extracted from ESET software Website: https://help.eset.com/edtd/en-US/terms_of_use.html on 28th June 2021.

Disclaimers

As the user, you hereby acknowledge that the account is provided "as is", without warranty of any kind, express or implied, and to the maximum extent permitted by applicable law. Neither the provider, its licensors or affiliates, nor the copyright holders make any representations or warranties, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose or that account will not infringe any third party's patents, copyrights, trademarks or other rights. The provider or any other party make no guarantee that the functions contained in account will meet your requirements or that the operation of account will be uninterrupted or error-free. You assume all responsibility and risk for the selection and use of account to achieve your intended results and for the results obtained from it.

No other obligations. These Terms create no obligations on the part of the Provider and its licensors other than as specifically set forth herein.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the provider, its employees or licensors be liable for any lost profits, revenue, sales, data or costs of procurement of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, however caused and whether arising under contract, tort, negligence or other theory of liability, arising out of the use of or inability to use the account, even if the provider or its licensors or affiliates are advised of the possibility of such damages.