

Trend Micro Terms and Conditions

Services: Trend Micro Premium Services for Home Users only

Version: English/Multi-country

Date: January 2012

IMPORTANT: THE FOLLOWING AGREEMENT ("AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH TREND MICRO INCORPORATED OR AN AFFILIATE ("TREND MICRO") WILL PROVIDE THE SERVICES TO "YOU" AS AN INDIVIDUAL USER OR AN AUTHORIZED REPRESENTATIVE OF AN ENTITY. BY ACCEPTING THIS AGREEMENT, YOU ARE ENTERING INTO A BINDING LEGAL CONTRACT WITH TREND MICRO. THE TERMS AND CONDITIONS OF THE AGREEMENT THEN APPLY TO YOUR USE OF THE SERVICES. PLEASE PRINT THIS AGREEMENT FOR YOUR RECORDS AND SAVE A COPY ELECTRONICALLY.

You must read and accept this Agreement before You use the Services. If You are an individual, then You must be at least 18 years old and have attained the age of majority in the state, province or country where You live to enter into this Agreement. If You are using the Services on behalf of an entity, then You must be properly authorized to represent that entity and to accept this Agreement on its behalf.

You accept this Agreement by Your use of the Services or by selecting the "I accept the Agreement" button or box below. If You or the entity You represent does not agree to the terms of this Agreement, select "I do not accept the Agreement" and do not use the Services. Then no Agreement will be formed and You will not be permitted to use the Services. If You do not accept the Agreement, contact Your reseller/vendor or Trend Micro customer service for information on how to obtain a refund of the money You paid for the Services (in certain cases, less shipping, handling, and any applicable taxes) at any time during the thirty (30) day period following the date of purchase. Once You use the Services, fees are non-refundable.

NOTE: SECTION 9 OF THIS AGREEMENT LIMITS TREND MICRO'S LIABILITY. SECTIONS 10 AND 11 LIMIT OUR OBLIGATIONS. SECTION 5 TELLS YOU WHAT INFORMATION WE MAY COLLECT FROM YOU. SECTION 7 SETS FORTH IMPORTANT RESTRICTIONS ON THE USE OF THE SERVICES. BE SURE TO READ THESE SECTIONS CAREFULLY BEFORE ACCEPTING THE AGREEMENT.

- 1. APPLICABLE AGREEMENT AND TERMS.** This Agreement applies to the Trend Micro Premium Services for Home Users only (the "Services"). Trend Micro reserves the right to enhance, reduce, modify, or discontinue the Services and to impose new or different conditions on its use. Trend Micro may change or update the Trend Micro Terms and Conditions at anytime by posting them on the Trend Micro website and it is Your responsibility to routinely review the Trend Micro Terms and Conditions. Your use of the Services after changes or updates to the Trend Micro Terms and Conditions are posted on Trend Micro's website shall constitute Your acceptance of the Trend Micro Terms and Conditions as modified to the extent permitted by applicable law.
- 2. SERVICES.** Trend Micro shall provide You the Services subject to the Trend Micro Terms and Conditions described in this document. A Trend Micro customer representative shall provide the applicable Services over the telephone and by email, as necessary, for follow-up and advice.

During the support session, Trend Micro may (i) ask You to install certain support software tools on Your personal computer by downloading it from the Trend Micro Website or via email and/or (ii) ask for Your permission to use the remote assist tool through the Trend Micro service representative to enable Trend Micro to remotely access and take control of Your personal computer. The various support software and remote assist tools provided by Trend Micro are owned by Trend Micro or its third party licensors and suppliers and may be collectively referred to as the "Support Software Tools". The Support Software Tools will be used to analyze, diagnose, resolve more difficult problems and/or provide system optimization functions. You may use the Support Software Tools only as part of or for use with the Services and for no other purpose. By electing to receive support, You agree to allow Trend Micro to use whatever Support Software Tools as deemed necessary to repair Your personal computer, including remote access. You understand that if remote access is used on Your personal computer, there will be no residual software from the remote session; however, there may be a report created and session may be recorded. You also understand that if You elect to install the Support Software Tool on Your computer, by downloading the Support Software Tool, You agree to use the Support Software Tool in accordance with the Trend Micro Terms and Conditions described here.

3. DESCRIPTION OF SERVICES

Trend Micro shall provide the following Trend Micro Premium Services for Home Users, which are subject to change from time to time at the sole discretion of Trend Micro, upon payment of the applicable fees:

- a. One-Time Services - These services shall be provided on a one-time basis. The term "one time" means that the service will address a single issue or problem for a customer on Your personal computer and include follow-up consultation upon request within seven (7) days on the same issue or problem.
 - i. Premium Installation Services – Installation of certain Trend Micro consumer products via a remote management tool. This service will also include a brief learning session on usage of Trend Micro security software.
 - ii. Virus and Spyware Removal Services – Assistance with the removal of a virus from a customer's personal computer via online remote control access.
 - iii. Security Health Check Services – Verification of a customer's personal computer internet security and other software settings, including checking anti-spyware or anti-virus definitions and software, clearing out temporary and startup files, configuring Windows updates, and configuring Your Trend Micro internet security settings.
 - iv. Out of Scope Support Services – Support on issues out of scope of the applicable free support relating to the Trend Micro consumer product.
 - b. Annual Subscription Services: Standard Service Plan – Annual subscription service that includes unlimited access to phone technical support on a 24X7 basis relating to use of Trend Micro consumer products. This plan also includes during the subscription term: (a) one virus removal service and (b) one security health check service.
 - c. Services Activation/Registration. A valid Services serial number is required to receive the Services and the Services are activated immediately upon purchase. A valid email address for renewal of the Trend Micro Basic Service Plan and other legal notices is required upon purchase of the Services.
- 4. SUPPORT SOFTWARE TOOLS.** Upon Your acceptance of these Terms and Conditions, Trend Micro grants You a non-exclusive, non-transferable, non-assignable right to install and use certain Support Software Tools until the earlier of either (a) the completion of the Services for which use of the Support Software Tools are required, or (b) until such time as the Support Software Tools automatically deactivate and become non-operational. You may not (i) sublicense, rent, sell or lease any portion of the Support Software Tools or otherwise provide the Support Software Tools to a third party; (ii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Support Software Tools or create derivative works from the Support Software Tools; or (iii) use the Support Software Tools in any manner not authorized by this Agreement.
- 5. INFORMATION COLLECTION.** To provide the Services, Trend Micro must process and store certain information that You provide to Trend Micro and information about Your network, operating system and equipment, including but not limited to information on installed programs and Trend Micro products and active processes information, application or event log file information and registry data, browser and firewall information and security settings, available memory and disk space, CPU type, proxy configurations and security status. To improve its Services, Trend Micro may also upload information from installed Support Software Tools about files scanned, detected malware or potentially unwanted files, fixed or not fixed, whether antivirus software or firewalls are installed, active and up to date. Trend Micro Support Software Tools are not designed to capture or retain any personal or private information. You agree that Trend Micro may (i) use uploaded data from installed tools to improve products and services; (ii) share data that has been identified as malicious or unwanted content with worldwide affiliates and security partners; and (iii) use and disclosed uploaded data for analysis, diagnosis or reporting purposes only if any such use, sharing or disclosure does not identify You or include any information that can be used to identify any individual person. Notwithstanding the foregoing, Trend Micro may disclose all collected information to extent required or permitted by law. Any information collected will be sent to Trend Micro via a secure connection and will be held in secure data centers. Trend Micro reserves the title, ownership and all rights and interests to any intellectual property or work product resulting from its use and analysis of such information.
- 6. SUBSCRIPTION TERM.** *For the paid Standard Service Plan:* The "Subscription Term" for the Standard Service Plan starts on the date You purchase the applicable Trend Micro product and ends 12 months later or such other term as set forth on the purchase order or order confirmation.
- 7. USE RESTRICTIONS.** Any Support Software Tool provided is licensed - not sold. The Services are not transferable. Trend Micro owns the title, copyright and the trade secret, patent rights and other intellectual property rights in the Services and Support Software Tool and the copyright in the documentation, and reserves all rights not expressly granted to You in this Agreement. You agree that You will not rent, loan, lease or sublicense the Services and the Support Software Tools, use components of the Services and Support Software Tools separately or use the Services and Support Software Tools to provide services to others. You also agree not to attempt to reverse engineer, decompile, modify, translate, disassemble, discover the source code of, or create derivative works from,

any part of the Support Software Tools. You may not use the Services and Support Software Tools in connection with any distributing or sharing arrangement and on behalf of any parties or with respect to any hardware or software not personally owned by You. You also agree not to authorize others to undertake any of these prohibited acts.

8. ACKNOWLEDGMENTS. As a condition of using the Services and by accepting this Agreement You represent and warrant that: (i) You are legal license holder of the software on Your personal computer; (ii) Your use of the Internet is solely at Your own risk; (iii) You are legally permitted and authorized to access, and to provide Trend Micro with access to, Your personal computer and the software and hardware that are the basis for the problem and agree to provide Trend Micro with evidence of such authorization upon request, as necessary; (iv) You authorize Trend Micro to perform the Services; (v) You have completed a backup of any data or software that may be impacted by the Services; (vi) You agree that Your use of the Services is at Your own risk and are responsible for deciding if and how You use the Services; (vii) You will use the Services only in a legal manner, and (viii) You agree to provide Trend Micro with accurate information, including but not limited to Your name and address, valid email address, valid credit or charge card numbers, applicable expiration dates or payment information, as necessary and You authorize Trend Micro to bill such credit or charge card provided for the Services and any other charges to which You consent. In the event of any breach of the representations and warranties in this Section 8, Trend Micro may with prior notice and without prejudice to its other rights, suspend the performance of the Services until You can show to Trend Micro's satisfaction that any such breach has been cured.

9. LIMITED LIABILITY.

A. SUBJECT TO SECTION 9(B) BELOW AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TREND MICRO OR ITS SUPPLIERS BE LIABLE TO YOU (i) FOR ANY LOSSES WHICH WERE NOT REASONABLY FORSEEABLE AT THE TIME OF ENTERING INTO THIS AGREEMENT OR (ii) FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR FOR LOST OR CORRUPTED DATA OR MEMORY, SYSTEM CRASH, DISK/SYSTEM DAMAGE, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES. THESE LIMITATIONS APPLY EVEN IF TREND MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY.

B. SECTION 9(A) DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF TREND MICRO OR ITS SUPPLIERS IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE.

C. SUBJECT TO SECTIONS 9(A) AND 9(B) ABOVE, IN NO EVENT WILL THE AGGREGATE LIABILITY OF TREND MICRO OR ITS SUPPLIERS FOR ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE SERVICES FEES PAID OR OWED BY YOU.

D. THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 ARE BASED ON THE FACT THAT CUSTOMERS USE THEIR COMPUTERS FOR DIFFERENT HOME AND BUSINESS PURPOSES. THEREFORE, ONLY YOU CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE EVENT AN ERROR IN THE SERVICES CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS, YOU AGREE TO THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 AND ACKNOWLEDGE THAT WITHOUT YOUR AGREEMENT TO THIS PROVISION, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

10. COMMERCIALY REASONABLE EFFORTS. Trend Micro warrants that it will make commercially reasonable efforts to fix or troubleshoot Your personal computer problem and carry out the Services in a professional manner with reasonable skill and care ("Limited Warranty"). Trend Micro does not warrant that the Services will meet Your requirements, that Your use of the Services will be timely, secure, uninterrupted or error-free, that the results that may be obtained from the use of the Services will be accurate or reliable, that the Services will meet Your expectations; or that any errors or problems will fixed or corrected. If the Services do not conform to the Limited Warranty above, Trend Micro's entire liability and Your sole remedy shall be, at Trend Micro's option, for Trend Micro to: (a) re-perform the Services; or (b) refund any prepaid fees for Services after the date of breach of the Limited Warranty; provided that You notify Trend Micro of Your claim under the Limited Warranty within the warranty period. GIVEN THE NATURE AND VOLUME OF MALICIOUS AND UNWANTED ELECTRONIC CONTENT, TREND MICRO DOES NOT WARRANT THAT THE SERVICES ARE COMPLETE OR ACCURATE OR THAT THEY DETECT, REMOVE OR CLEAN ALL, OR ONLY, MALICIOUS OR UNWANTED APPLICATIONS AND FILES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPORT SOFTWARE TOOLS OR MATERIALS

DOWNLOADED OR OBTAINED BY YOU THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. THIS LIMITED WARRANTY IS VOID IF THE SERVICES ERROR IS THE RESULT OF ACCIDENT, ABUSE, ALTERATION, OR MISUSE OF THE SERVICES OR PROBLEMS OR ERRORS RESULTING FROM THE USE OF THE SERVICES OR SUPPORT SOFTWARE TOOLS WITH OTHER SOFTWARE, SERVICES OR PROGRAMS THAT ARE INCOMPATIBLE WITH THE SERVICES OR SUPPORT SOFTWARE TOOLS. THIS SECTION STATES TREND MICRO'S ENTIRE LIABILITY AND YOUR SOLE REMEDY FOR ANY ERRORS IN THE SERVICES.

- 11. NO OTHER WARRANTIES OR REMEDIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 10, THE TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, (EXPRESS OR IMPLIED), CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ANY IMPLIED WARRANTIES RELATING TO THE SERVICES WHICH CANNOT BE DISCLAIMED SHALL BE LIMITED TO 30 DAYS (OR THE MINIMUM LEGAL REQUIREMENT) FROM THE DATE YOU ACQUIRE THE SERVICES.
- 12. CONSUMER PROTECTION.** SOME COUNTRIES, STATES AND PROVINCES, INCLUDING MEMBER STATES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSION OR LIMITATION OF LIABILITIES AND DISCLAIMERS OF WARRANTIES MAY NOT FULLY APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS AND REMEDIES. SUCH POSSIBLE RIGHTS OR REMEDIES, IF ANY, SHALL NOT BE AFFECTED BY THIS AGREEMENT.
- 13. CONSENT TO ELECTRONIC COMMUNICATIONS.** Trend Micro may be required to send You legal notices and other communications about the Services or our use of the information You provide us ("Communications"). Trend Micro will send Communications via in-product notices or via email to Your registered email address, or will post Communications on its website. 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 the Trend Micro websites.
- 14. CONFIDENTIALITY.** You acknowledge that Services serial numbers have potential value to others. Therefore, You agree to treat them as confidential, and not to disclose or otherwise make them available to any other person.
- 15. BACK-UP.** For as long as You use the Services, You agree regularly to back-up Your Computer programs and files ("Data") on a separate media. You acknowledge that the failure to do so may cause You to lose Data in the event that any error in the Support Software Tools cause Computer problems, and that Trend Micro is not responsible for any such Data loss.
- 16. FORCE MAJEURE.** Trend Micro will not be liable for any alleged or actual loss or damages resulting from delays or failures in performance caused by Your acts, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, terrorism, accident, shortage, delay in transportation, or any other cause beyond its reasonable control. Trend Micro shall resume the performance of its obligations as soon as reasonably possible.
- 17. SUSPENSION OR TERMINATION.** Trend Micro may terminate Your rights under this Agreement immediately and without notice if You fail to comply with any material term or condition of this Agreement. Trend Micro also reserves the right to refuse or suspend the Services in its sole discretion. You have the right to appeal any such termination by contacting Your local Trend Micro office which will provide You with the details of the appeals process. Upon such termination, You agree to destroy all copies of the Support Software Tools. Sections 7 through 22 survive any termination of the Agreement.
- 18. EXPORT CONTROL.** The Services and Support Software Tools are subject to export controls under the U.S. Export Administration Regulations. Therefore, the Services and Support Software Tools may not be exported or re-exported to entities within, or residents or citizens of, embargoed countries or countries subject to applicable trade sanctions, nor to prohibited or denied persons or entities without proper government licenses. Information about such restrictions can be found at the following websites: <http://www.treas.gov/ofac/> and www.bis.doc.gov/complianceand enforcement/ListsToCheck.htm. As of the Date above, countries embargoed by the U.S. include Cuba, Iran, North Korea, Sudan and Syria. You are responsible for any violation of the U.S. export control laws related to the Services and Support Software Tools. By accepting this Agreement, You confirm that You

are not a resident or citizen of any country currently embargoed by the U.S. and that You are not otherwise prohibited from receiving the Services and Support Software Tools.

- 19. GENERAL.** This Agreement constitutes the entire agreement between You and Trend Micro. Unless the Services are subject to an existing, written contract signed by Trend Micro, this Agreement supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found invalid, that finding will not affect the validity of the remaining parts of this Agreement. Trend Micro may assign or subcontract some or all of its obligations under this Agreement to qualified third parties or its affiliates and/or subsidiaries, provided that no such assignment or subcontract shall relieve Trend Micro of its obligations under this Agreement.
- 20. GOVERNING LAW/TREND MICRO LICENSING ENTITY.** The Licensor is: Trend Micro Incorporated, 10101 N. De Anza Blvd., Cupertino, CA 95014. Fax: (408) 257-2003 and this Agreement is governed by the laws of the State of California, USA. The United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws provisions of Your state or country of residence do not apply to this Agreement under the laws of any country.
- 21. GOVERNMENT LICENSEES.** If the entity on whose behalf You are acquiring the Support Software Tools is any unit or agency of the United States Government, then that Government entity acknowledges that the Support Software Tool, (i) was developed at private expense, (ii) is commercial in nature, (iii) is not in the public domain, and (iv) is "Restricted Computer Software" as that term is defined in Clause 52.227 19 of the Federal Acquisition Regulations (FAR) and is "Commercial Computer Software" as that term is defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement (DFARS). The Government agrees that (i) if the Support Software Tools are supplied to the Department of Defense (DoD), the Support Software Tools are classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Support Software Tool and its documentation as that term is defined in Clause 252.227 7013(c)(1) of the DFARS, and (ii) if the Support Software Tool is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Support Software Tool and its documentation will be as defined in Clause 52.227 19(c)(2) of the FAR.
- 22. QUESTIONS.** If You have a question about the Services, visit: www.trendmicro.com/support/consumer. Direct all questions about this Agreement to: legalnotice@trendmicro.com.

<p>THE SERVICES AND SUPPORT SOFTWARE TOOLS ARE PROTECTED BY COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY LAWS AND INTERNATIONAL TREATY PROVISIONS. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.</p>
