

End-User License Agreement

Quick Heal Mobile Security for Windows End-User License Agreement

IMPORTANT

PLEASE READ THIS QUICK HEAL MOBILE SECURITY FOR WINDOWS END-USER LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS THE “AGREEMENT”) CAREFULLY BEFORE USING OR TRYING TO ATTEMPT TO USE THIS QUICK HEAL MOBILE SECURITY FOR WINDOWS SOFTWARE (HEREINAFTER REFERRED TO AS THE “SOFTWARE”).

BY USING THIS SOFTWARE OR BY ACCEPTING OUR SOFTWARE USAGE AGREEMENT POLICY OR ATTEMPTING TO LOAD THE SOFTWARE IN ANY WAY, (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR CONSENT AND SIGNATURE), YOU ACKNOWLEDGE AND ADMIT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ONCE ACCEPTED BY “YOU”[AS AN INDIVIDUAL (ASSUMING YOU ARE ABOVE 18 YEARS AND/OR HAVING LEGAL CAPACITY TO ENTER INTO AN AGREEMENT), OR THE COMPANY OR ANY LEGAL ENTITY THAT WILL BE USING THE SOFTWARE (HEREINAFTER REFERRED TO AS 'YOU' OR 'YOUR' FOR THE SAKE OF BREVITY)] SHALL BE A LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND QUICK HEAL TECHNOLOGIES PRIVATE LIMITED, PUNE, INDIA (HEREINAFTER REFERRED TO AS “QUICK HEAL”) AND YOU SHALL HAVE THE RIGHTS TO USE THE SOFTWARE SUBJECT TO THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT OR AS AMENDED BY QUICK HEAL FROM TIME TO TIME. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS BELOW, DO NOT USE THIS SOFTWARE IN ANY WAY AND PROMPTLY RETURN IT OR DELETE ALL THE COPIES OF THIS SOFTWARE IN YOUR POSSESSION.

In consideration of payment of the License Fee, which is a part of the price, evidenced by the Receipt, Quick Heal grants the Licensee, a non-exclusive and non-transferable right. Quick Heal reserves all rights not expressly granted, and retains the title and ownership of the software, including all subsequent copies in any media. This software and the accompanying written materials are the property of Quick Heal and are copyrighted. Copying of the software or the written material is expressly forbidden.

1. DEFINITIONS

- A. “**Distributors**” means the authorized distributors, agents, sub-distributors of Quick Heal, selling Quick Heal range of products, including sales through Internet.
- B. “**License period**” means the period as more particularly described in this Agreement.
- C. “**Normal working hours**” shall mean 09:30 a.m. to 6:30 p.m. India Standard Time (IST) on Working Days and “Working Days” means Mondays to Fridays inclusive, but excluding bank and public holidays in India.
- D. “**Support**” means the Technical Assistance in order to use the software, provided by Quick Heal, which may or may not be chargeable to you. For more details, please refer to www.quickheal.com.

- E. **“Updates”** means collections of any or all among virus definition files including detections and solutions for new viruses along with the corrections, improvements or modifications to the software.
- F. **“Upgrades”** means any correction, improvement, modification or yearly enhancements in the form of the new version of the software which Quick Heal generally releases once a year.
- G. **“User Manual”** means the user guide, Help guide, and other documentation provided with the software, updated agreements provided on the website of Quick Heal (www.quickheal.com), explanatory or other materials as provided from time to time by Quick Heal.
- H. **“You”** means the **“End User”** which means:
 - i. An individual (such an individual) installing/using/legally acquiring the software on his/her own behalf and every other person (whether authorized or not by such an individual) who uses/has the possession of the computer on which the software is installed and activated; or
 - ii. An organization (including but not limited to a partnership, joint venture, Limited Liability partnership, Limited Liability Company, Company of any nature, Trust, Governmental Authority, Unincorporated Organization, Association of Persons) or any person (such person) who have been authorized by such an Organization to install, download, use the software, accept the Agreement on behalf of the Organization and every other person (whether authorized or not by such person) who uses/has the possession of the computer on which the software is installed and activated.

2. DO's & DON'Ts

You can:

- A. make copy of the software for backup purpose or for the purpose of sharing through various means (and such backup copy must be destroyed when you lose the right to use the software or is terminated for any other reason according to the legislation in force in the country of your principal residence or in the country where You are using the software) and replace lost, destroyed, or becomes unusable.
- B. use one copy of the software on a single computer. In case of multiuser pack, use the software only on the said number of systems as mentioned on the packaging.
- C. install the software on a network, provided you have a licensed copy of the software for each computer that can access the software over that network.

You cannot:

- A. emulate, or adapt any portion of the software.
- B. sublicense, rent or lease any portion of the software.

- C. try making an attempt to reveal/discover the source code of the software.
- D. debug, decompile, disassemble, modify, translate, reverse engineer the software.
- E. create derivative works based on the software or any portion thereof with sole exception of a non-waivable right granted to You by any applicable legislation.
- F. remove or alter any copyright notices or other proprietary notices on any copies of the software.
- G. reduce any part of the software to human readable form.
- H. use the software in the creation of data or software used for detection, blocking or treating threats described in the user manual.
- I. use for unlicensed and illegal purpose.

3. ACTIVATION

- A. Quick Heal warns you that in the process of installation of the software, the other security products/software installed on your computer may uninstall or be disabled if the same are not compatible with the Quick Heal software. Quick Heal expressly disclaims any loss of data, loss of profits during such installation. If you modify your computer or make alterations/modifications to other vendors' software installed on it, you may be required to repeat activation of the software or installation of license key file or in case contact Quick Heal support. Quick Heal reserves the right to verify the validity/legality of the license and software.
- B. The license rights granted under this Agreement are limited for the first twenty (20) days after you first install the product unless you supply registration information required to activate your licensed copy as described in Activation Wizard of the Product.
- C. You can activate the product through the Internet or telephone; toll charges may apply. You may also need to reactivate the product if you happen to re-install the product due to some reasons. There are technological measures in this product that are designed to prevent unlicensed or illegal use of the product. You agree that we may use those measures. You agree that the Quick Heal software may use the measures that can control and prevent piracy of software. As a registered user, you are entitled to receive free (i.e. free of cost) virus database updates and free (i.e. free of cost) version upgrade (whenever Quick Heal releases new version upgrade) during the license period, subject to the terms and conditions mentioned herein.
- D. As the only warranty under this Agreement, and in the absence of accident, abuse or misapplication, Quick Heal warrants, to the original Licensee only, that the disk(s) on which the software is recorded is free from defects in the materials and workmanship under normal use and service for a period of thirty (30) days from the date of payment as evidenced by a copy of the Receipt. Quick Heal's only obligation under this Agreement is, at Quick Heal's option, to either (a) return payment as evidenced by a copy of the Receipt or (b) replace the disk that does not meet Quick Heal's limited warranty and which is returned to Quick Heal with the copy of the receipt.

4. THIRD PARTY WEBSITE LINKS

At some point the software product may include links to third-party sites; you may link to such third-party websites as the user of this software. The third-party sites are not under the control of Quick Heal and Quick Heal is not responsible for the content of any third-party website, any links contained in the third-party websites. Quick Heal is providing these links to the third-party websites to you only as a convenience and is not responsible for any kind of loss/ damage arising out of it.

5. LICENSE PERIOD

- A. You are entitled to use this software from the date of license activation until the expiry date of the license.
- B. You understand, agree and accept that you are entitled for the updates and technical support via the Internet and telephone. Any use of the software for any other purposes is strictly forbidden and prohibited and Quick Heal reserves to take any action against such unauthorized usage.
- C. You agree, understand that any unauthorized usage of the software or breach of any/all terms and conditions stated herein the Agreement shall result in automatic and immediate termination of this Agreement and the License granted hereunder and which may result in criminal and/or civil action by Quick Heal and/ or its agents against you including but not limited to right to block the key file/License key/product key and without any refund to You and without any prior intimation/notice to you in this regard.
- D. If you have acquired the specific language localization of the software, you will not be able to activate the software by applying the activation code of other language localization.
- E. Quick Heal does not guarantee the protection from the threats more particularly described in the user manual after the License to use the software is terminated for any reason.

6. FEATURES OF SOFTWARE

- A. During the license Period of the Software, You have the right to receive free updates of the software via Internet as and when Quick Heal publishes the updated virus- database and free version upgrade as and when Quick Heal releases new version upgrade. You agree, understand and accept that You will be required to regularly download the updates published by Quick Heal. Any and all updates/upgrades you receive from Quick Heal shall be governed by this Agreement, or as amended from time to time by Quick Heal.
- B. You agree, accept and acknowledge:
 - I. that You are solely responsible for the configuration of the software settings and the results, actions, inactions initiated due to the same and Quick Heal assumes no liability/responsibility in any case and the Clause of Indemnification shall be applicable.

- II. that Quick Heal assumes no liability/responsibility for any data deletion, including but not limited to any deletion/loss of personal, and/or confidential data; and/or uninstallation of third-party apps; and/or change in settings; specifically authorized by You or occurs due to the actions, inactions (whether intentional or not) by You or any third party whom You have authorized to use, handle your computer due to features of software.
- III. that to avail/use certain features of the software, you may be required to incur some cost and that Quick Heal does not warrant that the usage of certain features of the software are free of cost and that Quick Heal shall not entertain and expressly disclaims, any claim for reimbursement of any expenses including but not limited to any direct or incidental expenses arising out of Your usage of such features of the software.
- IV. that you be solely responsible and shall comply all applicable laws, regulations of India and any foreign laws including without limitation, privacy, obscenity, confidentiality, copyright laws for using any report, data, information derived as a result of using the software.
- V. that while using the software, Quick Heal suggests some actions to be initiated by You in your sole benefit, for example “Quick Heal software may suggest You to uninstall infected applications”, however such actions are suggestive and Quick Heal takes no responsibility/liability if you perform such suggestive actions or not and Quick Heal assumes no responsibility/liability for any liability arising out of such actions/inactions.

7. SUPPORT

Quick Heal offers support features during usage of this software i.e., Live Chat with technical support team and/ or the technical support team may, at your discretion, take remote access. The availing of this support will be solely at your discretion and you are solely responsible to take backup of the existing data/software/programs in your computer before availing such a support and you are liable to bear all the direct, indirect and consequential cost associated to it. Quick Heal will not be held responsible for any loss of data, any kind of direct/ indirect/ consequential loss or damage to data/ property arising during this entire process. If at any point of time the Technical Support team is of the opinion that it is beyond their scope, it will be the sole discretion of Quick Heal to suspend, cease, terminate or refuse such support as Quick Heal does not claim any warranty and/or guarantee of any kind in providing the support feature.

8. EMAIL/ELECTRONIC COMMUNICATION

Once you register the software by activating the software, Quick Heal may communicate with you on the contact information submitted during the registration process through email or any other electronic communication device. The communication can be for the purpose of product renewal or product verification for your convenience.

9. QUICK HEAL STATUS UPDATE

Upon every update of licensed copy, Quick Heal Update module will send current product status information to Quick Heal Internet Center. The information that will be sent to the Internet Center includes the Quick Heal protection health status like, which monitoring service is in what state in the system. The information collected does not contain any files or personal data. The information will be used to provide quick and better technical support for legitimate customers.

All the registered users/subscribers will get the updates free of cost from the date of license activation until the expiry date of the license.

10. COLLECTION OF INFORMATION

Quick Heal software may collect the following information which may / may not contain any personally identifiable information either with or without your discretion/permission solely for statistical purpose or enhancing and evaluating the ability, effectiveness and performance of Quick Heal's product in identifying and/or detecting the malicious behavioral pattern, inherently fraudulent websites and other Internet security threats/ risks. Password entered by the end users during registration is not stored at Quick Heal server. This information will not be correlated with any personally identifiable information except as herein stated and shall include, but not limited to:

- A. Any type of Executable files which the software may identify having a potentially malware behavioral pattern.
- B. Any type of information relating to the status of the software that whether there occurred any error while installing the software or the installation was successful.
- C. Any type of URLs of websites visited that the software deems inherently and potentially fraudulent.
- D. Any type of information that software deems potentially fraudulent, posing security risks/ threats.
- E. Any type of information for identifying the Media Access Control (MAC) address of the computer on which the software has been installed.
- F. Any type of information for identifying the Internet Protocol (IP) Address and information required for effective license administration and enhancing product functionality and usability.
- G. You admit that the information/data as collected above can be used for analyzing, preventing and detecting the potential Internet security risks, publishing any type of data/ reports/ presentations on the trends collected, sharing the data to create awareness with any organizations, vendors.

11. INDEMNIFICATION

- A. You expressly understand, admit and warrant that in no event shall Quick Heal and/or any of its directors, employees, agents, partners, distributors be liable from any and against all claims, expenses, suits, costs, demands, judgments whatsoever made by you and/ or

any third party for any direct, indirect, incidental, special, punitive, consequential and/or exemplary damages including, but not limited to damages for loss of business/profits, damages for loss of confidential/other information, failure to meet any statutory duty/duty of reasonable care/duty in good faith, economic/notional loss, loss for business interruption, goodwill, damage and loss of data or programs, or other intangible losses (even if Quick Heal has been advised of the possibility of such damages), to the fullest extent permissible by law:

- I. arising due to your usage of software;
 - II. your negligence or inability of using the software or support;
 - III. any dispute between you and third party with respect to availing the software;
 - IV. your violation of any rights of any other individual and/or entity;
 - V. your breach of the Agreement;
 - VI. your violation of any provisions under any acts in India or abroad;
 - VII. the failure of Quick Heal to provide support service or any other service/information.
- B. This limitation will apply to all causes of action whether arise in equity or tort, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and hereby release Quick Heal and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.
- C. In the event, Quick Heal and/or its directors, agents, employees, distributors are found liable, You understand and accept that the liability of Quick Heal and/or its directors, agents, employees, distributors shall be limited only upto and not exceed in any case the License Fee incurred by You in acquiring the software from Quick Heal or its distributors/agents. This Clause shall survive the termination of this Agreement.

12. LIMITED WARRANTY AND DISCLAIMERS

- A. The software provided by Quick Heal is "AS IS" and "AS AVAILABLE" without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness, usage, performance, satisfactory quality, integration, applicability for a particular use and any other warranties are disclaimed to the fullest extent permissible pursuant to the applicable law.
- B. Quick Heal does not warrant, make any representations that the software will work uninterrupted, timely, secure or error-free or shall meet any or all your requirements whether disclosed to Quick Heal or any of its directors, agents, distributors and employees. The entire risks, faults as to performance of the software, the responsibility for selecting the software to achieve your intended results, the results obtained from the software shall be assumed by You.

- C. You understand and accept that the software will substantially perform according to the specifications, descriptions stated in the user manual, as updated from time to time, subject to the following and Quick Heal expressly disclaims any and all liabilities arising from the following circumstances:
- I. incompatibility caused by any software and/or hardware components installed on your computer;
 - II. any actions initiated by You or by third parties which were beyond the reasonable control of Quick Heal;
 - III. any failures, malfunctions, defects resulting from abuse, improper installation, theft, misuse, accident, operation or maintenance, acts of God, alteration, power failures, casualty, repairs made by any other party than Quick Heal, alterations, neglect, non-permitted modifications, acts of terrorism, vandalism;
 - IV. the deficiencies, defects in Your computer and related infringements;
 - V. Your violations of the terms and conditions described in the user manual or in this Agreement.

13. INTELLECTUAL PROPERTY

The software, source code, activation code, license keys, documentation, systems, ideas, information, content, design and other matters related to the software, trademarks are the sole proprietary and intellectual property rights of Quick Heal protected under the Intellectual Property Laws and belongs to Quick Heal. Nothing contained in this Agreement grant to You any rights, title, interest to intellectual property, including without limitation any error corrections, enhancements, updates or modifications to the software whether made by Quick Heal or any third party. You understand and acknowledge that you are provided with a license to use the software subject to the terms and conditions of this Agreement.

14. GENERAL

- A. **Force Majeure.** Quick Heal will not be liable for any delay or failure to fulfill its obligations hereunder that results from an act of God, war, civil disturbance, government policies, or other cause/s beyond its control. Provided that Quick Heal shall endeavor to complete the task within a reasonable period after happening of any event as covered under such force majeure.
- B. **Legal Jurisdiction.** This agreement and any matter relating thereto shall be subject only to jurisdiction of Courts at Pune, India and shall be interpreted as per the terms of the law/s for the time being in force in India. Any dispute which may arise out of this Agreement, breach of terms and conditions under this Agreement, shall be settled by direct negotiations between You and Quick Heal. In the case of failure to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to a arbitrators appointed by Quick Heal. The venue of arbitration shall be Pune. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and Indian Laws and shall be conducted in the English language.

The arbitrators shall also decide on the costs of the arbitration proceedings. To the extent possible, after the commencement of any arbitral proceedings the Parties shall continue to perform their respective obligations under this Agreement. The provisions of this Clause shall survive termination of this Agreement. Subject to the provisions of this Clause, the Courts in Pune, India shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.

- C. **Complete Agreement.** This Agreement comprises the entire agreement between the parties regarding the subject matter, and supersedes any proposals, communications or advertising, oral or written, with respect to the software or subject matter of this Agreement. You shall be bound by any and all clauses of the Agreement updated and displayed on the website of Quick Heal www.quickheal.com from time to time and the Agreement displayed on the website (from time to time) will be the finally concluded and binding Agreement between You and Quick Heal for all legal purposes which includes Your each activation, re-activation and renewal of this software. In case of any dispute/queries arising out of any translated versions of this Agreement, Quick Heal hereby expressly specifies and confirms that the English version as displayed on the website will be final for interpretation and the terms used, meaning conveyed in the English version will be authoritative and binding. Any waiver by either party of any violation of any provision of this agreement by the other party will not be deemed to waive any other violation of the same or any other provision.
- D. **Severability.** If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent.
- E. **Survival.** The Clauses in this Agreement including not limited to rights to License Fees, “Indemnification”, “Limited Warranties & Disclaimers” and “Intellectual Property” shall survive expiration or termination of this Agreement.
- F. You cannot assign your rights or delegate duties or obligations under this Agreement. The failure to exercise or delay in exercising a right or remedy by Quick Heal under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any prior, concurrent or subsequent right or remedy.
- G. The Section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
- H. QHT reserves right to amend this End User License Agreement from time to time and will keep updated on its website www.quickheal.com and it would be binding on end user. This is an essence of use of software.
- I. Quick Heal reserves the right to co-operate with any legal process and may provide documents, information related to your usage of the Software and your general usage of the computer.