

# END USER LICENSE AGREEMENT

(FOR QUICK HEAL SECNEWS MOBILE APP ON WINDOWS PLATFORM)

(Hereinafter referred to as the "EULA/Agreement")

IMPORTANT– READ CAREFULLY: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND QUICK HEAL.

THE EULA AUTHORIZES YOU TO USE THE LICENSED SOFTWARE, SPECIFIED UNDER THE TERMS AND CONDITIONS SET FORTH BELOW.

PLEASE READ THIS EULA CAREFULLY BEFORE INSTALLING OR USING THE LICENSED SOFTWARE. BY INSTALLING, COPYING, CLICKING THE "I AGREE" BUTTON, ATTEMPTING TO LOAD THE SOFTWARE IN ANY WAY, AND/OR USING THE LICENSED SOFTWARE (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR SIGNATURE), YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE EULA AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED BELOW. YOU FURTHER AGREE THAT IF QUICK HEAL OR ANY LICENSOR OF QUICK HEAL IS REQUIRED TO ENGAGE IN ANY PROCEEDING, LEGAL OR OTHERWISE, TO ENFORCE THEIR RIGHTS UNDER THIS EULA ARISING DUE TO YOU OR YOUR AFFILIATES, CUSTOMER, SUB-LICENSORS AND OTHER PARTIES ASSOCIATED WITH YOU BREACHING THE TERMS AND CONDITIONS HEREIN, QUICK HEAL AND/OR ITS LICENSOR SHALL BE ENTITLED TO RECOVER FROM YOU, IN ADDITION TO ANY OTHER SUMS DUE, REASONABLE ATTORNEY'S FEES, COSTS AND DISBURSEMENTS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS BELOW, QUICK HEAL IS UNWILLING TO LICENSE THE LICENSED SOFTWARE TO YOU. IN SUCH AN EVENT DO NOT USE THIS SOFTWARE IN ANY WAY AND PROMPTLY RETURN IT OR DELETE ALL THE COPIES OF THIS LICENSED SOFTWARE IN YOUR POSSESSION.

This EULA/Agreement governs any Updates, releases, revisions, or enhancements to the Licensed Software provided at the discretion of the Quick Heal.

## 1. DEFINITIONS:

- A. Licensed Software: As used in this EULA, the term "Licensed Software" means the software "Quick Heal SecNews" for Windows Platform as defined hereunder, in any release.
- B. "License period" means the period as more particularly described in Clause 5 of this Agreement or the Evaluation period in case of Trial version of the Software.
- C. "Mobile/Mobile Device" means the personal digital assistants, smart phones, hand-held devices, or other electronic devices for which the Software is specifically designed (for such system requirements as particularly described in the User manual )where the Software will be installed and/or used.
- D. "Normal working hours" shall mean 09:30 a.m. to 6:30 p.m. Indian Standard timing (IST)

on Working Days and "Working Days" means Mondays to Fridays inclusive, but excluding bank and public holidays in India.

- E. Quick Heal shall mean, Quick Heal Technologies Limited, (formerly known as Quick Heal Technologies Pvt. Ltd.) CIN - U72200MH1995PLC091408, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at Marvel Edge, office no-7010 C & D, 7<sup>th</sup> floor, Opposite Neco Garden Society, Viman Nagar, Pune-411014.
- F. "Support" means the Technical Assistance in order to use the software, provided by Quick Heal, which may or may not be chargeable to You. Please refer [www.quickheal.com](http://www.quickheal.com) for more details.
- G. "Updates" means corrections, improvements or modifications to the Licensed Software.
- H. "Upgrades" means any correction, improvement, modification or yearly enhancements in the form of the new version of the Licensed Software which Quick Heal generally releases once in a year.
- I. "User Manual" means the user guide, Help Guide, documentation provided with the Licensed Software, updated agreements provided on the website of Quick Heal ([www.quickheal.com](http://www.quickheal.com)), explanatory or other materials as provided from time to time by Quick Heal.
- J. "You" means the "End User"/"User" of the Licensed Product which means:
  - i. An individual (such an individual) installing/using/legally acquiring the Licensed 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 Mobile 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 Mobile on which the Software is installed and activated.
- K. Windows Platform: means all Windows Phones running with version 8.1 or upgradable to the version 8.1 based on "Windows Runtime".

## 2. COPYRIGHT:

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Licensed Software. You agree not to infringe upon any trademark or logo or other proprietary information contained herein. Any infringement shall be vigorously prosecuted and pursued to the fullest extent permitted by law.

### 3. LICENSE AND USE:

Quick Heal grants to You a non-exclusive, non-transferable license to use the Licensed Software in object code during the License Period solely for your own use, in order to assist in protecting Your Window Mobile Phone on which the Software is installed and activated, from the threats described in the User Manual, according to the technical requirements described in the User Manual and which is subject to the terms and conditions of this Agreement. The configuration and execution of the Licensed Software is supervised by a license key, supplied separately to the Licensed Software. The EULA permits use of the Licensed Software, only within the boundaries established by the license key. License Software shall also include, Quick Heal Remote Device Management Services to manage your mobile device(s). You accept and agree that you allow Quick Heal to take backup of your device on our server as backup of your device. Quick Heal is not responsible for any IPR issues on backup of your data and You are responsible for any IPR issues alone. Further, You are responsible for back-up of your data in your Mobile Device from time to time, and Quick Heal shall not be responsible for any loss or event of corruption of data, etc. on account of Installation and usage of Licensed Software for any reason whatsoever.

You will 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 Licensed Software.

### 4. LIMITATIONS ON LICENSE:

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MISUSE OF THE LICENSED SOFTWARE OR DATA GENERATED BY THE LICENSED SOFTWARE IS STRICTLY PROHIBITED BY LICENSOR, MAY VIOLATE APPLICABLE LAW AND MAY SUBJECT YOU TO SUBSTANTIAL LIABILITY. You are solely responsible for any misuse of the Licensed Software under this EULA and for any liability or damage related in any way to your use of the Licensed Software in violation of this EULA. You are also responsible for using the Licensed Software in accordance with the limitations of this EULA.

#### 5. LICENSE PERIOD

- a. If You have acquired the Software on a physical medium, the License period shall commence from the date of acceptance of this Agreement and activation of the Licensed Software up to the period that is specified on the package or for any additional period as specified by any authorized communication by Quick Heal.
- b. If you have acquired the Software via Internet, the License period shall commence from the date of acceptance of this Agreement and activation of the Licensed Software upto the period that is specified during acquisition of the Licensed Software via Internet or for any additional period as specified by any authorized communication by Quick Heal.
- c. 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.
- d. Quick Heal does not guarantee the protection from the threats more particularly described in the User Manual after the expiration of the License Period or Evaluation period or after the License to use the Licensed Software is terminated for any reason.

#### 6. TERMINATION:

This EULA and the license to use the Licensed Software shall be automatically terminated upon expiry of the License Period. You may also terminate this license at any time by deleting or destroying the Licensed Software, all back-up copies and all related materials provided to You by Quick Heal. Your license rights terminate automatically and immediately without notice if You fail to comply with any provision of this EULA. Upon termination of the license, you shall cease all use of the Licensed Software, and destroy all copies, full or partial, of the Licensed Software.

#### 7. CONSENT TO USE OF DATA:

You agree that Quick Heal may collect and use technical data and related information, including but not limited to technical information about your Mobile, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software Updates, product support and other services to you (if any) related to the Licensed Software. Quick Heal may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

#### 8. SERVICES; THIRD PARTY MATERIALS:

The Licensed Software may enable access to Quick Heal's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service. Certain Services may display, include or make

available content, data, information, applications or materials from third parties or provide links to certain third-party web sites. By using the Services, you acknowledge and agree that Quick Heal is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third-party materials or web sites. Quick Heal does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, third-party materials or web sites, or for any other materials, products, or services of third parties. Third-party materials and links to other web sites are provided solely as a convenience to you. Neither Quick Heal, nor Publisher, or any of their content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of data displayed by any Services.

#### 9. NO WARRANTY:

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED SOFTWARE ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND QUICK HEAL HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. QUICK HEAL DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SOFTWARE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUICK HEAL OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

#### 10. LIMITATION OF LIABILITY:

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL QUICK HEAL OR ITS LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF QUICK HEAL OR ITS LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF

LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

#### 11. FREE HANDSET BURGLARY /THEFT COVERAGE ONLY:

Quick Heal has procured an add-on group insurance (“Policy”) from a reputed Insurance Company registered in India (“Insurance Partner”) for handset Burglary /theft coverage to benefit the Licensee’s/Users of its Licensed Software, who installs and register it on Brand new Mobile Devices and tablets with Windows Platform (with voice call only) purchased through various retailers across India or through Windows Platform. Quick Heal is offering free “handset Burglary /theft coverage” Policy to the users of the Licensed Software on brand new handsets only for a period of 12 months from the date of the sale (this excludes battery, SIM and other related accessories received along with the OEM pack and not to any free products received along with handset purchase including any accessories received within the handset package or box), as per the terms of the policy enclosed. The said coverage is applicable only on purchase of brand new Mobile Device’s and Tablets with ‘Voice Calls ONLY’, for a period of 12 months from the date of sale of the handset, as per the policy document enclosed, And only if the User installs the Quick Heal Licensed Software within 300 hours of the brand new Mobile Device purchased. Quick Heal may partner from time to time with insurers for providing this add on free benefit.

##### a. Obligations and Covenants of the User

If the User receives a benefit as contemplated under Policy terms and conditions and it is later discovered that the claim was dishonest, fraudulent or false, notwithstanding any action taken by the Quick Heal’s Insurance Partner, Quick Heal will take necessary steps to recover from the User such payment(s) made to the User. The User undertakes that he/she shall strictly comply with the terms contained in the Policy. The User acknowledges, confirms and covenants that the object of the product being provided by Company is not an ‘insurance product’ but insurance is merely an add-on feature of the product on a group insurance basis and that the User has availed of the product in accordance with this understanding. The User has also understood the insurance is given as a free add-on benefit along with the Licensed Software and hence, Quick Shall not be liable for any results of any claim by User under the Policy. User shall directly claim the said benefit from the Insurance Partner. Quick Heal shall not be held liable for failure to provide any assistance to the User in case of any claim situation in accordance with the terms and conditions of the Policy.

##### b. Policy Terms & User Agreement:

The User is bound by the Policy Terms as enclosed in the pack, which shall be part and parcel of this EULA. Installation and registration of the Licensed Software on the User’s Mobile Device shall deems acceptance of the Policy Terms & User Agreement.

##### c. Servicing of Claims:

The User acknowledges and understands that claim or payment of any benefit covered by an add-on group insurance cover shall be at the sole discretion of the Insurer and Quick Heal shall use best efforts to only provide possible assistance in facilitation of the claim by liaising with the Insurer through Insurance Partner at its discretion.

## 12. INSTALLATION & REGISTRATION:

It is expressly agreed by the Parties that the installation and registration of the said Licensed Software shall be done in the manner and as per the instructions provided by the Quick Heal in the accompanying instruction manual. In the event that the User has not properly installed or registered the said Licensed Software the User hereby confirms and states that the Quick Heal shall not be responsible for the same. The registration details of each individual User is unique and must be kept strictly confidential by the respective User. In the event that the User makes any unauthorized disclosure of the same, Quick Heal shall not be responsible for any loss of data resulting as a consequence.

## 13. MOBILE DEVICE COMPATIBILITY:

Quick Heal hereby clarifies that the said Licensed Software shall not be installable on any mobile handset suffering from any manufacturing defect or hardware or Licensed Software deficiency. It is further clarified that the said licensed Software is not universally compatible with all mobile phone handsets and the User hereby confirms and accepts the same. It shall be the responsibility of the User to ensure the compatibility of the License Software prior to use and the Quick Heal shall in no way be responsible for the same. Furthermore it is expressly stated that the said Licensed Software is only compatible with the Mobile Devices with Windows Platform and the User is advised to verify the same prior to purchasing, installing or activating the said Licensed Software on their mobile devices. In no circumstance shall the Quick Heal be liable for any failure to install or operate the License Software on an incompatible handset and the User hereby accepts and confirms the same.

## 14. TERMS AND CONDITIONS OF USE:

It is expressly agreed by the Parties that the terms and conditions for use of the Licensed Software" are as follows:

You further acknowledge and confirm that the installation of the Licensed Software shall be done in the manner provided in the installation instructions provided by the Quick Heal. Any deviation from the prescribed installation procedure may result in a failure of the Licensed Software to operate successfully and the User hereby confirms that the Quick Heal shall not be held responsible for the same.

## 15. INDEMNITY:

You hereby agrees to defend, indemnify, and hold the Quick Heal and its licensor's, harmless from any and all claims, demands, actions, liabilities, costs, or damages arising out of the your use of the Licensed Software, the free theft/burglary Insurance, any legal disclosures made by the Quick Heal in relation to the Licensed Software or any breach of this Agreement by you. You further agree to pay to the Quick Heal reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims by third parties.

## 16. ASSIGNMENT:

It is expressly agreed by the Parties that the Quick Heal may assign all or part of its rights or duties under the Agreement without such assignment being considered a change to the Agreement and without notice to the User, except to the extent provided by law. All obligations

of the Quick Heal as provided for under this Agreement shall stand assigned and the User shall have no further claim against the Quick Heal.

#### 17. DISCLOSURE:

Notwithstanding anything, the Quick Heal reserves the right to disclose any information in response to / that it is required to be shared, disclosed or made made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to the Quick Heal.

#### 18. MISCELLANEOUS:

- a. None of the provisions of this Agreement shall be deemed to constitute a partnership or agency between you and the Quick Heal and you shall have no authority to bind the Quick Heal in any manner, whatsoever.
- b. These Terms of Service constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- c. Rights and obligations under the Terms, which by their nature should survive, will remain in full effect after termination or expiration of the Terms.
- d. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement.
- e. Force Majeure. Quick Heal will not be liable for any delay or failure to fulfil 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 endeavour to complete the task within a reasonable period after happening of any event as covered under such force majeure.
- f. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

#### 19. GOVERNING LAW:

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 sole arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Pune. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any further amendments thereto and shall be conducted in the English language. 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.

The Agreement shall be governed by the Laws of India.

THESE DISCLAIMER/TERMS OF SERVICE NOTIFICATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

-----END OF TERMS AND CONDITIONS-----

Note:

For General Data Protection Regulation (GDPR) Compliance and Data Protection Policy, please refer to our Privacy Policy. In case, if there is conflict in Data Privacy clause in EULA and Privacy Policy; Privacy Policy shall prevail.