

End-User License Agreement

IMPORTANT

PLEASE READ THIS USER LICENSE AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE.

BY USING THIS SOFTWARE OR BY CLICKING THE "I AGREE" BUTTON OR LOADING THE QUICK HEAL'S SOFTWARE, IN ANY WAY, YOU ACKNOWLEDGE AND ADMIT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO 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.

This License is a legally enforceable contract between you as an individual (assuming you are above 18 years), 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) referred to as the licensee, and Quick Heal Technologies Private Ltd (hereinafter referred as "Quick Heal" for the sake of brevity). 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 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.

DO'S & DON'TS

You can:

- Use one copy of the software on a single computer. In case of multi-user, use the software only on the said number of systems as mentioned on the packaging.
- Make one copy of the software solely for backup purpose.
- 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:

- Sublicense, rent or lease any portion of the software.
- Debug, decompile, disassemble, modify, translate, and reverse engineer the software.
- Try making an attempt to reveal/discover the source code of the software.
- Use for unlicensed and illegal purpose.

MANDATORY ACTIVATION

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 disable if the same are not compatible with Quick Heal's software. 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. 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 is designed to prevent unlicensed or illegal use of the Product. You agree that we may use those measures. You agree that Quick Heal's software may use the measures that can control and prevent piracy of softwares.

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.

THIRD PARTY WEBSITE LINKS

At some point the software product includes 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 contents of any third party website, any links contained in the third party websites. Quick Heal is providing these links to third party websites to you only as a convenience and is not responsible for any kind of loss/ damage arising out of it.

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 computer access. The availing of this support will be solely at your discretion and you are solely responsible to take back up of the existing data/software/programs in your computer before availing such a support. 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.

EMAIL/ELECTRONIC COMMUNICATION

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

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 till the expiry date of the license.

COLLECTION OF INFORMATION

Quick Heal's 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. This information will not be correlated with any personally identifiable information and shall include, but not limited to:

- Any type of Executable files which the Quick Heal's software may identify having a potentially malware behavioral pattern.
- 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.
- Any type of URLs of websites visited that the Quick Heal's software deems inherently and potentially fraudulent.
- Any type of information that Quick Heal's software deems potentially fraudulent, posing security risks/ threats.
- Any type of information for identifying the Media Access Control (MAC) address of the Computer on which the Quick Heal's Software has been installed.
- Any type of information for identifying the Internet Protocol (IP) Address and information required for effective license administration and enhancing product functionality and usability.
- 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.

DISCLAIMERS

This software package is provided as such without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability and fitness of the package. In no event will Quick Heal or its suppliers will be liable to you or anyone else for any damages arising directly/indirectly or consequential, including loss of data, lost profits or any other damages of data/ property arising out of the use or inability to use this software package ever.

Quick Heal reserves the right to co-operate with any legal process and may provide documents, information related to your use of the Quick Heal's Software.

The disclaimers and limitations set forth above will apply regardless of whether you accept the software.

ALL MATTERS SUBJECTED TO PUNE (INDIA) JURISDICTION.

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.