

Terms and Conditions for Use of the Yonly Solution (“Yonly”)

NOTICE TO ALL USERS: PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONSTITUTES THE LEGAL AGREEMENT BETWEEN YOU AND BITDEFENDER.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS DO NOT INITIATE THE YONLY. BY SELECTING "I ACCEPT", "OK", "CONTINUE", "YES" OR BY INITIATING THE YONLY IN ANY WAY, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) ARE INDICATING YOUR COMPLETE UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF THIS TERMS AND CONDITIONS WHICH TOGETHER WITH THE PRIVACY POLICY, ANY PLAN OR FEATURE LIMITATION, PRODUCT DISCLAIMER OR OTHER RESTRICTIONS PRESENTED TO YOU IN THE YONLY SOLUTION CONSTITUTES (collectively, the **“AGREEMENT”**).

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, SELECT THE REJECTING OPTION AND DO NOT INITIATE, DOWNLOAD, INSTALL, ACCESS OR USE THE YONLY SOLUTION (“YONLY”).

THE AGREEMENT CONTAINS PROVISIONS REQUIRING THAT YOU AGREE TO THE USE OF ARBITRATION TO RESOLVE ANY DISPUTES ARISING UNDER THE AGREEMENT RATHER THAN A JURY TRIAL OR ANY OTHER COURT PROCEEDINGS, AND TO WAIVE YOUR PARTICIPATION IN CLASS ACTION OF ANY KIND AGAINST BITDEFENDER.

If the YONLY is initiated from a website or market store (for paid or trial use purposes), this Agreement will be accepted and a contract formed when a You select an “I Accept”, “OK” or “Yes” button or box below prior to initiation. If an entity is already using an evaluation or other version of the YONLY, it shall be deemed to accept the Agreement as a paid user when a You or the company representative enter the paid use product registration key or activation code (whichever is first). IF YOU DO NOT AGREE WITH ANY TERM OF THIS AGREEMENT AND HAVE PAID FEES BEFORE RECEIVING NOTICE OF THIS AGREEMENT, IT SHOULD NOT USE THE YONLY AND MAY CONTACT YOUR SUPPLIER WITHIN 15 DAYS OF RECEIPT OF THE ORDER CONFIRMATION OR LICENSE CERTIFICATE FOR A REFUND.

This Agreement is a legal agreement between you (either an individual or a legal person) and Bitdefender for the initialization of the YONLY, and may include applications, content, and services made available by as well as associated media, printed materials, and "online" or electronic documentation (hereafter designated as "YONLY"), all of which are protected by international copyright laws and international treaties. By initiating the YONLY, you agree to be bound by the terms of this Agreement.

YONLY DESCRIPTION

Yonly is solution offered to keep private on the internet using in order to limit the profiling, identity theft, unwarranted access to your personal data, online tracking or being targeted with ads.

Yonly enables You to route your devices DNS queries and traffic data through the Bitdefender network.

Yonly must install a VPN profile on your device to be enabled. Once installed, you can enable Yonly by setting to route all of your devices DNS queries in an encrypted fashion to Bitdefender’s Public DNS resolver) using either (1) DNS over HTTPS, or (2) DNS over TLS.

Yonly will not route traffic data from your device through the Bitdefender network for certain Internet properties, such as over-the-top content provider websites, as determined by Bitdefender in its sole discretion.

Yonly provides you with access to certain diagnostic information regarding your devices use of Yonly, such as DNS logs, console logs, and other diagnostic information, as may be updated by Bitdefender from time to time.

IMPORTANT NOTICE: You acknowledge that although Yonly must need to install a VPN profile on your device and operates similarly to a VPN product or service, Yonly is not designed to hide your identity from the Internet properties you access from your device.

Yonly Services availability. Bitdefender does not guarantee the continuous availability of Yonly or of any specific feature(s). To the extent permitted by applicable law, Bitdefender has the right to modify, at its sole discretion and without any consent or prior notice, the features, description, minimum system requirements or any other “YONLY” terms as described in this Agreement, in order to continuously improve the quality and content of the “YONLY”. The access to YONLY are not transferable. You may not grant any transfer, sharing or association with any third party rights in order to benefit of the YONLY service you had purchased from Bitdefender.

Bitdefender may impose usage or service limits, suspend service, or block certain kinds of usage at our sole discretion. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. The speed and quality of Yonly may vary as it is subject to unavailability, including emergencies, third party service

failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. Bitdefender is not responsible for any failures to maintain the confidentiality, security, accuracy or quality of your data, messages or pages whether or not related to interruptions or performance issues with the Application Services.

Your Responsibilities

A device enabled to access the Internet is required to utilize Yonly. You are solely responsible for ensuring that your device is sufficient and compatible for use with Yonly. Bitdefender may not be used to misrepresent or to act on behalf of others. All messages you transmit through Yonly shall identify You as the sender. It is your responsibility to ensure that you will not engage in any activities that are illegal; Transmit content that infringes on any person's intellectual property rights or that is otherwise unlawful; Alter the attribution of origin in electronic mail messages or posting; Interfere with, disrupt, alter, or modify Yonly, or create an undue burden on Yonly or the networks or services connected to Yonly.

You may not use Yonly in an electronic communications network that is used wholly or mainly in a manner that violates the rights to privacy, international communications and the transmission of technical or personal data copyright or personal image as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards.") You shall at all times abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of Yonly. If Bitdefender is contacted with a complaint regarding or arising from your use of Yonly, Bitdefender may terminate your service usage in violation of this Agreement.

PROPRIETARY RIGHTS. Bitdefender or its licensors or suppliers retains ownership of all proprietary rights in the YONLY materials, documentation, deliverables and in all trade names, know-how, trademarks, copyright associated or displayed with the YONLY. This Agreement only gives You limited, non exclusive, non-transferable rights to use YONLY for your own personal use and not for commercial activities. Unless applicable law gives you more rights despite this limitation, You may use YONLY only as expressly permitted in this Agreement.

RIGHT TO USE THE YONLY. VALIDITY. PAYMENT TERMS. AUTOMATIC RENEWAL. You are granted a non-exclusive, personal, revocable, non-transferable right to use Yonly on the device for which it is provided and that you own or control, subject to any terms of service, usage rules, or other terms and conditions provided by the Third Parties (defined below).

The subscription right to use the YONLY granted hereunder shall commence on the purchasing date of YONLY. You will be provided with a subscription basis for the length of term specified during the initial sign-up process ("**Subscription Term**")

All of your subscriptions will automatically renew for periods equal to your initial Subscription Term and you will be charged at our then-current rates unless you cancel your subscription through the App Store prior to your next scheduled billing date.

AUTOMATIC RENEWAL. You agree to permit Bitdefender through the App Store (Apple App Store or Google Play Store) to automatically renew your subscription to Yonly by charging a valid credit card number which you have provided. By providing a payment information, You are authorizing us to charge your card information, through the App Store for the subscription fees associated with the yonly fees that you sign up for.

Your subscription will be automatically renewed prior to the expiration of the term and each anniversary thereafter for a fee no greater than Bitdefender's then-current price, excluding promotional and discount pricing. You agree to provide the App Stores the current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete, and accurate (such as, but not limited to a change in billing address, credit card number, or credit card expiration date), and you must promptly notify if your credit card is cancelled (such as, but not limited to for loss or theft). If you fail to provide any of the foregoing information, you agree that Bitdefender may continue charging you for any subscription automatically renewed unless you inform not to renew your subscription to Yonly prior to the expiration of your subscription to Yonly and informing them of your desire not to have such subscription automatically renewed. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must cease use of Yonly and destroy all copies of Bitdefender and the Documentation.

By providing us with a card information, you represent and warrant that you are authorized to use such payment method and it will be billed on the day that you sign up for Yonly, regardless of whether you have fully configured Yonly as of that date.

Price Changes Bitdefender reserve the right to change the subscription fees that we charge for Yonly, at any time in our sole discretion, provided that we give You at least thirty (30) days' prior notice of such changes. Unless otherwise specified in such notice to you, any changes to the subscription fees will take effect in the billing period immediately following our notice to you.

Cancellation Policy If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your App Store account and follow the instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted the

Application from your device. For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not Bitdefender. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your Yonly subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com>. Similarly, if you subscribed on Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your Yonly subscription and follow the instructions to cancel. You can also request assistance at <https://play.google.com>. If you cancel a subscription, you may continue to use the cancelled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. You must cancel through the App Store, as set forth in more detail above. Refunds are handled by Apple/Google, not Bitdefender.

SUBSCRIPTION FEES ARE SUBJECT TO THE APP STORE REFUND POLICIES AND ARE ISSUED SOLELY AT THE DISCRETION OF THE APP STORE. YOU WILL BE BILLED IN FULL FOR THE SUBSCRIPTION TERM IN WHICH YOU CANCEL AND NO REFUNDS WILL BE PROVIDED FOR THE UNUSED PORTION OF SUCH SUBSCRIPTION TERM.

FREE, TRIAL OR BETA SUBSCRIPTION. If You are a trial or beta user, You may use Yonly for evaluation or testing purposes in a non-production environment for thirty (30) days from the date You download Yonly or the date presented in the app store (the "Trial Period"). During the Trial Period, You can receive web or email based technical support in the country where You are located and Updates, if applicable, without any guarantee or warranty of any kind.

THE PROVISIONS OF THE SECTION, APPLY IN LIEU OF SECTION WARRANTIES WITH RESPECT TO ANY FREE/TRIAL AND BETA SOLUTIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YONLY USED FOR FREE, TRIAL PURPOSES OR BETA SOLUTIONS ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND.

THE BETA SOLUTION HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING IS TO OBTAIN FEEDBACK ON SOFTWARE AND SERVICES PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS.

Your right to use Yonly ends when the Trial Period ends or if You violate any term of this Agreement. Upon termination of the Trial Period, You must delete or destroy all copies of Yonly and Documentation and stop using the Service. Your obligations and rights under this Agreement will continue to apply after the end of the Trial Period.

TERMS OF SUBSCRIPTION. You will have certain rights to use the Yonly during the Subscription Period, which shall begin on the date You register your Yonly on your account, regardless of the number of copies that You are permitted to use, and shall last for the period of time set forth in app store or the applicable transaction documentation from the Bitdefender or its resellers from which You obtained the Yonly.

FAIR USAGE POLICY. The following is a non-exhaustive list of practices that would not be considered fair usage: i) Using subscriptions for telemarketing or services offered to third parties to generate income for yourself or others; ii) Re-selling or sharing subscription activation codes to other users (this may lead in breach of a party privacy rights); Other practices may be relevant in determining fair usage, therefore Bitdefender reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Bitdefender may at its option, terminate or suspend its relationship with you, and your use of any Yonly immediately if it determines you are using the product contrary to fair use practices.

UPGRADES. If a Bitdefender software is labelled as an upgrade, you must be properly subscribed to use a product identified by Bitdefender as being eligible for the upgrade in order to use Yonly. A Yonly labelled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this Subscription Agreement. If Yonly is an upgrade of a component of a package of software programs that you received as a single Yonly, it may be used and transferred only as part of that single product package and may not be separated for use by more than the total number of permitted users. The terms and conditions of this Subscription Agreement replace and supersede any previous agreements that may have existed between you and Bitdefender regarding the original product or the resulting upgraded product. By using the Yonly and accepting this agreement you consent to receive updates and upgrades to the software that will be transmitted by Bitdefender automatically.

IMPORTANT NOTICE. By using the Yonly and accepting this Agreement You consent to receive, install and use any updates and upgrades to the software that will be transmitted by Bitdefender automatically. The functionality of the Yonly can only be preserved during the Subscription Period if all received updates and upgrades are installed immediately following receipt. In case such updates and upgrades are subject to separate and additional subscription fees, BITDEFENDER will inform You about such fees in advance.

UPDATES. By accepting this Agreement, You acknowledge and agree that your system will be used for receiving and serving Updates of the Product through a peer to peer protocol. The protocol will not be used for anything other than transmitting and receiving Bitdefender updates.

COPYRIGHT. All rights, titles and interest in and to Yonly and all copyright rights in and to Yonly (including but not limited to any code, images, photographs, logos, GFIs, animations, video, audio, music, text, and "applets" incorporated into Yonly), the accompanying printed materials, and any copies of Bitdefender software are owned by Bitdefender, with the understanding that rights, titles and interest in and to certain third party software identified in the accompanying **Third Party License Terms as published in About section of the software** are owned by their respective owners.

In respect of the open source software, the following stipulations shall apply to the extent expressly required by the their licenses, the terms of relevant licenses (including in particular the scope of license as well as disclaimers of warranties and liabilities) shall apply to the respective any **Third Party** software in lieu of this Subscription agreement. Such **Third Party License Terms** relating to respective software are located in About section of the software.

You acknowledge that the applicable third party is solely responsible for its offerings and Bitdefender makes no representations or warranties concerning those offerings and accepts no liability with respect to them, and if you acquire or use any of these third party offerings, the offerings and your use of them will be governed by any license agreements, terms of use, privacy policies and/or other terms and conditions required by the third party.

Yonly is protected by copyright laws and international treaty provisions. Therefore, you must treat Bitdefender like any other copyrighted material. You may not copy the printed materials accompanying Bitdefender. You must produce and include all copyright notices in their original form for all copies created irrespective of the media or form in which Bitdefender exists. You may not reverse engineer, de/recompile, disassemble, create derivative works, modify, translate, or make any attempt to reconstruct or to discover the source code for Yonly or underlying ideas, algorithms, file formats, programming or functionality of Yonly, unless otherwise allowed under the local legislation applicable to you. You may not permit third parties to benefit of Yonly, the extent explicitly permitted by the licensing terms, identified in the accompanying **Third Party License Terms**, governing use of the third party software. You may not remove any proprietary notices or labels on Bitdefender or its lawfully owners. All rights not expressly set forth hereunder are reserved by Bitdefender. You may not permit third parties to benefit from the use or functionality of YONLY via a timesharing, YONLY bureau or other arrangement. If YONLY supports multiple platforms or languages, if you otherwise receive multiple copies of YONLY, or if you receive YONLY bundled with other software, the total number of your Computers on which all versions of YONLY initialized may not exceed the permitted number of users described in app stores .

IN THIS RESPECT, YOU ARE REMINDED THAT ANY REPRODUCTION, COMMUNICATION OF A WORK AND/OR ANY BROADCASTING OF A PERFORMANCE, AN AUDIO RECORDING OR A VIDEO RECORDING MADE WITHOUT AUTHORIZATION MAY CONSTITUTE AN OFFENCE OR A COPYRIGHT INFRINGEMENT.

FEEDBACK. It is expressly understood, acknowledged and agreed that you shall, regardless of whether or not formally requested to do so, provide to Bitdefender reasonable suggestions, comments, testimonials and feedback regarding the Yonly, including but not limited to usability, bug reports and test results, with respect to Yonly testing (collectively, "Feedback"). If you provide such Feedback to Bitdefender, you shall grant Bitdefender the following worldwide, exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any Yonly, technology, service, specification or other documentation (individually and collectively, "Yonlys"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any Yonly; (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by You that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the feedback or portion thereof incorporated into a Yonly, technology or service. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Bitdefender to comply with any additional obligations with respect to any Yonlys that incorporate any Feedback.

TECHNICAL SUPPORT. Certain technical support features as stated in the standard technical support terms published by Bitdefender on its websites will be offered by Bitdefender for the Subscription term of Yonly and may include live chat with a technical support consultant and/or assistance from a technical support consultant via remote device access. If such features are offered and You choose to access such Technical Support it shall be governed by the following conditions: Any such Technical Support shall be provided in Bitdefender's sole discretion without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support. In the course of providing the Technical Support, Bitdefender may determine that the technical issue is beyond the scope of the Technical Support. Bitdefender reserves the right to refuse, suspend or terminate any of the Technical Support in its sole discretion.

LIMITED WARRANTY. Bitdefender will maintain the usability of Yonly during the Subscription Period through regular updates and upgrades substantially in accordance with the documentation. Bitdefender warrants that the media on which Bitdefender is distributed is free from defects for a period of thirty days from the date of delivery of Bitdefender to you. Your sole remedy for a breach of this warranty will be that Bitdefender, at its option, may replace the defective media upon receipt of the damaged media, or refund the money you paid for Bitdefender.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BITDEFENDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE YONLYS, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY HIM. BITDEFENDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, DEVICE FAILURE OR MALFUNCTION FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF

THIRD PARTY RIGHTS by filtering, disabling, or removing such third party's software, spyware, adware, cookies, emails, DOCUMENTS, advertisements or the like, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE. Bitdefender is acting on behalf of its suppliers and marketing partners for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

Yonly, as provided under this Agreement, can contain features and functionalities that allow You to protect sensitive information on your device. You will be required to provide a password in order to encrypt and protect such information. You are aware that the features and functionalities may sync encrypted information across devices based on your request. You will not be able to recover the information you have encrypted if you lose or forget the password. You are aware that the level of encryption that can be used by the Yonly should protect your information from the average device user; however, you acknowledge that the encryption may be broken. You also acknowledge that information that has been encrypted may not be unencrypted if your storage media fails. Bitdefender shall not be held responsible for access of your information where you have provided your password to a third party or have failed to use reasonable efforts to protect such information, password, answers to challenge questions or for user error.

DISCLAIMER OF DAMAGES, LIABILITY, BREACH OF CONTRACTUAL OBLIGATIONS. Anyone using, testing, or evaluating Bitdefender bears all risk to the quality and performance of Yonly. In no event shall BITDEFENDER be liable for any damages of any kind, including, without limitation, direct or indirect damages arising out of the use, performance, or delivery of Yonly, even if BITDEFENDER has been advised of the existence or possibility of such damages.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL BITDEFENDER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR BITDEFENDER. The disclaimers and limitations set forth above will apply regardless of whether you accept to use, evaluate, or test Bitdefender.

We strongly recommend that You back up Your data frequently. You shall at all times be under a duty to mitigate Your loss.

IMPORTANT NOTICE TO USERS. THIS SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS SOFTWARE IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR

FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

The foregoing limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

Any statutory right to terminate this Agreement due to any culpable breach by BITDEFENDER shall remain unaffected. BITDEFENDER does not warrant that Bitdefender will be uninterrupted or error free or that the errors will be corrected. BITDEFENDER does not warrant that Yonly will meet your requirements.

Limitation of Liability under German and Austrian Laws. In respect of subscriptions purchased by consumers residing in Germany or Austria, the following limitations of liabilities shall apply in lieu: BITDEFENDER shall be held liable only under the following circumstances, regardless of the legal grounds: (a) If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently; (b) In the event of any culpable breach of an essential contractual duty; the expression "essential contractual duty" describes a duty in the abstract, the fulfilment of which is an essential pre-requisite for the due implementation of BITDEFENDER's obligations, and that is a duty on whose fulfilment the respective other party can rely as a general rule. In the event of a slightly negligent breach, BITDEFENDER's liability for financial losses and damages to property is limited to the amount of the typically foreseeable loss. The foregoing limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

Any statutory right to terminate this Agreement due to any culpable breach by BITDEFENDER shall remain unaffected

CONSENT TO ELECTRONIC COMMUNICATIONS. Bitdefender may send you legal notices and other communications about the Software and Maintenance subscription services or our use of the information you provide us ("Communications"). Bitdefender will send Communications via in-product notices or via email to the primary user's registered email address, or will post Communications on its Sites. 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 Sites.

PRIVACY POLICY. All the information on how the personal data is processed during the usage of the Yonly and services is specified in the Bitdefender Privacy Policy. By accepting this Agreement, you agree that your personal data will be collected according to the Privacy Policy published on: <http://www.bitdefender.com/site/view/legal-privacy.html>

This information from your device(s) may be sent to Bitdefender only with Your permission, and will not be sent automatically. The information is collected by Bitdefender for the purpose of improving Bitdefender's product performance or statistic information.

In addition to Yonly registration information, Bitdefender must process and store certain information about Your network and equipment to provide Maintenance and related support services. To improve its products, Bitdefender may also upload information periodically from installed Yonly about product usage, detected malware or potentially unwanted files and use Service traffic to improve its data bases and heuristics. You agree that Bitdefender may (i) use uploaded data from installed Yonly to improve products and services; (ii) use uploaded data for analysis or reporting purposes only if any such use does not identify You or include any information that can be used to identify any individual person. Bitdefender reserves the title, ownership and all rights and interest to any intellectual property or work product resulting from its use and analysis of such information. By using the Yonly, you acknowledge and agree that Bitdefender may collect, disclose, store and analyze these information for the purposes above mentioned. In order to promote awareness, detection and prevention of Internet security risks, Bitdefender may share certain information anonymized with research organizations and other security software vendors.

Indemnity. You shall indemnify, defend and hold harmless Bitdefender, its licensors, distributors, suppliers (collectively the "Indemnitees") against (i) any and all costs, charges, claims, damages, liabilities incurred and/or proceedings taken against any of the Indemnitees, including without limitation outside legal fees, resulting from illegal conduct and/or violation of rights of third parties, and/or (ii) any damage that you may cause through your use of the Yonly..

FORCE MAJEURE. Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party.

You must comply with all applicable U.S. and international laws governing export and re-export of the Yonlys, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing: (i) you represent that you are not a member of any of the denied person list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the

U.S. Government; and (ii) you will not use, export or re-export the Yonly to territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold Bitdefender harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this obligation.

No Third Party Beneficiaries. This Agreement is intended solely for the benefit of you and Bitdefender SRL and the other Bitdefender Group companies, and their respective agents, licensors, representatives, suppliers, distributors, resellers and other business partners. No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary hereof.

GENERAL. This Agreement will be governed by the laws of Romania and by international copyright regulations and treaties. The exclusive jurisdiction and venue to adjudicate any dispute arising out of these Subscription Agreement shall be of the courts of Romania. Nothing in this Subscription Agreement will diminish any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction that may not be waived by contract.

In the event of invalidity of any provision of this Agreement, the invalidity shall not affect the validity of the remaining portions of this Agreement.

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Yonly. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so

No Class Actions

YOU AND BITDEFENDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Bitdefender agree otherwise, the court may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Bitdefender and Bitdefender logos, including Yonly logos and trademarks, are trademarks of Bitdefender. All other trademarks used in Yonly or in associated materials are the property of their respective owners. The Subscription will terminate immediately without notice if you are in breach of any of its terms and conditions. You shall not be entitled to a refund from Bitdefender or any resellers of Bitdefender as a result of termination. The terms and conditions concerning confidentiality and restrictions on use shall remain in force even after any termination.

Bitdefender may revise these Terms at any time and the revised terms shall automatically apply to the corresponding versions of the Yonly distributed with the revised terms. If any part of these terms is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable.

Bitdefender reserves the right to change the name of its Solutions in its sole discretion from time to time. Bitdefender reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of Yonly. This means that Bitdefender may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation. Bitdefender retains the right to assign this Agreement in its sole discretion. You may not assign this Agreement without the prior written permission of Bitdefender.

This Agreement has been originally prepared in the English. Although Bitdefender can provide translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy

Notwithstanding that this Agreement has been prepared by Bitdefender, you confirm that this Agreement constitutes the understanding of the parties and is intended to be construed in a manner that is consistent with the subject matter and activities contemplated by, and the terms and conditions of the Agreement. No rule of strict construction with respect to this Agreement shall be applied against either party.

Contact BITDEFENDER, at 15A Sos. Orhideelor, Orhideea Towers Building, 9-12 floors, 6 District, Bucharest, Romania, or at Tel No: 40-21-206.34.70 or Fax: 40-21-264.17.99, e-mail address: office@Bitdefender.com.