

## Quick Heal Total Security for Mobile End-User License Agreement

### IMPORTANT

PLEASE READ THIS Quick Heal Total Security for Mobile End User License Agreement (hereinafter referred to as the "Agreement") CAREFULLY BEFORE USING OR TRYING TO ATTEMPT TO USE THIS QUICK HEAL TOTAL SECURITY for Mobile SOFTWARE (hereinafter referred to as the "Software").

BY USING THIS SOFTWARE OR BY CLICKING THE "I AGREE" BUTTON OR ATTEMPTING TO LOAD THE SOFTWARE IN ANY WAY, (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR 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 LIMITED (FORMERLY KNOWN AS QUICK HEAL TECHNOLOGIES PVT. LTD) CIN - U72200MH1995PLC091408, 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 You, the Licensee, a non-exclusive and non-transferable right to use the Software during the License Period in order to assist in protecting Your Mobile 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.

In addition to this mobile security software, Quick Heal offers you Quick Heal Remote Device Management Service to manage your mobile device(s) till this software license is valid without charging any fee.

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.

### **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 Clause 4 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 Remote Device Management (RDM) Service" means services made available by Quick Heal to its mobile security software license users via internet to manage their mobile devices.
- 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 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.
- h) "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 in a year.
- i) "User Manual" means the user guide, Help Guide, documentation provided with the 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" 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 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.

## **2.DO's & DON'Ts**

### **You can:**

- a) make one copy of the software solely for backup purpose (and such back up copy must be destroyed when you lose the right to use the Software or when Your license expires 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 only to replace the legally owned copy if such copy is lost, destroyed or becomes unusable.
- b) avail Quick Heal RDM service to manage your mobile device(s) (maximum of 10 devices in one account).

### **You cannot:**

- a) emulate, adapt, sublicense, lend, rent, clone or lease any portion of the software.
- b) debug, decompile, disassemble, modify, translate, reverse engineer the software.
- c) try making an attempt to reveal/discover the source code of the software.
- d) 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.
- e) transfer the licensed software or any part thereof
- 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.
- j) remove your user account from Quick Heal RDM service once registered.
- k) retrieve deleted location entries and back up data from the user account on the Quick Heal RDM service.
- l) attempt to gain unauthorized access to Quick Heal RDM networks.

### **3.ACTIVATION**

- a) Quick Heal warns you that in the process of installation of the software, the other security products/software installed on your mobile device may be uninstalled or disabled if the same are not compatible with Quick Heal software. Quick Heal expressly disclaims any loss of data, loss of profits during such installation. If you modify your Mobile 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 license and software.
- b) Quick Heal will verify the Mobile number submitted by the user at the time of registration, if there are problems in verification, product will not be activated. This is an essence term for activation of product.

- c) **Activation/Reactivation using Short Message Service (SMS) (in India only)**

The activation/reactivation of the Software can be done in two ways, i) using Internet services on Mobile Device or ii) using Short Message Service (SMS).

In case Internet based activation, usage of Internet bandwidth will be chargeable as per your telecom service provider charges, if using GPRS. In case of WiFi Internet, the bandwidth usage will be chargeable as per the Internet Service Provider charges. In case of SMS based activation/reactivation, Quick Heal software sends two SMS from your Mobile Device to Quick Heal's activation server. These two SMS's are text based and you will be charged for two outgoing SMS's as per your plan with your telecom service provider.

- d) **Short Message Service (SMS) Usage.**

You acknowledge and understand that activation, reactivation through SMS facility is limited in India only but other functionalities like, Remote Mobile Lock, Remote Data wipe and Mobile Tracking may be provided by Quick Heal all over the world subject to the government policies, laws, rules and regulations as may be applicable in India and all over the world. Quick Heal makes use of Short Text Message Service (SMS) while providing these services. These SMS's will be charged to your regular mobile phone bill by your Telecom Service Provider as per your bill plan.

### **4.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 Software upto 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 Software upto the period that is specified during acquisition of the Software via Internet or for any additional period as specified by any authorized communication by Quick Heal.
- c) If you have acquired the trial version of the Software (solely for evaluation purposes) without

any charge, the License period shall be 30 days from the date of acceptance of this Agreement and activation of the Software (Evaluation period). You understand, agree and accept that the trial version does not entitle You any Updates and Technical support via the Internet and telephone after the evaluation period. Any use of the Software for any other purposes or beyond the applicable evaluation period is strictly forbidden and prohibited and Quick Heal reserves to take any action against such unauthorized usage.

- d) License for use of Quick Heal RDM service to manage devices shall be valid till the mobile security software license is valid.
- e) 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.
- f) 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.
- g) 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 Software is terminated for any reason.

## **5.FEATURES OF SOFTWARE**

- a) During the License Period of the Software, You have the right to use features of software.
- b) During the License Period of the Software, You have the right to receive free Updates of the Software and Quick Heal RDM services 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 require to regularly download 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.
- c) That the software does not warrant that the data usage report provided by the Network Monitor feature of the software will accurately match with the data usage report of your telecom service provider. Hence Quick Heal assumes no responsibility/liability in case of any discrepancies/ deviations in the data usage report provided by the software and your Telecom service provider.
- d) That Quick Heal shall not be responsible or liable for data deletion authorized by You whether intentionally or unintentionally. The mentioned data may include any personal or confidential information.
- e) 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 No. 10 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; and / or change in contacts and / or Deletion/loss of contacts, and / or SMS logs & call logs,; 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 Mobile due to features of Software.

- (iii) that to avail/use certain features of the Software, you may require 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. You accept and agree that you allow Quick Heal to take backup of your device on our server. You have given unconditional acceptance to use your backup by Quick Heal for business purpose.
- (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 and Quick Heal RDM service
- (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.
- (vi) that before expiry of the license period You shall take the back up of the data stored in your mobile. You understand and accept that You will not be able to restore the data after 15 days from the expiry of License period unless You renew your Quick Heal license within 15 days from the expiry of License period. Quick Heal reserves the right to delete/purge backup from our server after 15 days from the expiry of the license period.
- (vii) that the Software is equipped with mechanism to block malicious websites. The Software may block access to any web page which is found to be infected with malicious contents. Quick Heal shall not be responsible for any loss or damage including but not limited to financial, notional, loss of business if you are abstained from accessing any particular webpage or URL.

## **6.SUPPORT**

Quick Heal offers support features during usage of this software and Quick Heal RDM service 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 back up of the existing data/software/programs in your Mobile 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.

## **7.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.

## **8. 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.

## **9. COLLECTION OF INFORMATION**

Quick Heal software and Quick Heal RDM service 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 Mobile Device, Global Positioning System (GPS), International Mobile Equipment Identity (IMEI), Subscriber Identity Module Number (SIM) 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.

## **10. 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 and Quick Heal RDM service;
  - (ii) your negligence or inability of using the Software, Quick Heal RDM service or support; any dispute between you and third party with respect to availing the Software and Quick Heal RDM service;
  - (iii) your violation of any rights of any other individual and/or entity; your breach of the Agreement;
  - (iv) your violation of any provisions under any acts in India or abroad;
  - (v) 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 fees incurred by You in acquiring the software from Quick Heal or its distributors/agents. This Clause shall survive the termination of this Agreement.

## **11. LIMITED WARRANTY AND DISCLAIMERS**

- a) The software and Quick Heal RDM service 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 and Quick Heal RDM service 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 and Quick Heal RDM service to achieve your intended results, the results obtained from the Software and Quick Heal RDM service shall be assumed by You.
- c) You understand and accept that the Software and Quick Heal RDM service 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 Mobile Device;
  - (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 Mobile Device and related infringements;
  - (v) Your violations of the terms and conditions described in the User manual or in this Agreement.

## **12. INTELLECTUAL PROPERTY**

The software, source code, activation code, license keys, documentation, systems, ideas, information, content, design and other matters related to the software, Quick Heal RDM service, 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 and Quick Heal RDM service 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.

13. If you are availing Quick Heal RDM services, you are agreeing for End User License Agreement and Privacy Policy for the Quick Heal RDM services. To read and accept End User License Agreement and Privacy Policy, please visit  
<https://mydevice.quickheal.com/locale/en/privacyPolicy.html>  
<https://mydevice.quickheal.com/locale/en/licenseAgreement.html>

## **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 endeavour 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 panel of three arbitrators, with Quick Heal appointing one arbitrator, You appointing one arbitrator and the arbitrators so appointed jointly nominating a third presiding arbitrator. 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 by Quick Heal on [www.quickheal.com](http://www.quickheal.com) (the website) 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. 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 receivable, "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](http://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 Mobile.