

# Terms & conditions

For

## “Quick Heal Multiuser Renewal Offer” for Renewal- 2017 (2 months) 15<sup>th</sup> February, 2017 – 2<sup>nd</sup> March, 2017

### IMPORTANT NOTE:

Please read the following Terms & Conditions carefully before accepting the "Quick Heal Multiuser Renewal Offer" issued by Quick Heal Technologies Limited (formerly known as Quick Heal Technologies Private Limited) having Registered office at Quick Heal Technologies Limited, CIN - U72200MH1995PLC091408, Marvel Edge, Office No.7010 C & D, 7th Floor, Viman Nagar, Pune 411014, Maharashtra, India (Hereinafter referred to as the “**Quick Heal**”). By participating in this Offer you agree to be bound by the Terms & Conditions mentioned in this Offer and represent that you satisfy all eligibility requirements set out herein below.

By registering yourself on this website, you understand, agree, undertake the following terms and conditions ("Terms & Conditions") of "Quick Heal Multiuser Renewal Offer-2016" (hereinafter this "**Offer**") issued by Quick Heal.

### 1. Definitions:

- 1.1. "**Activation**" means renewal of Quick Heal Offer Product(s) within Offer Period. ('Offer Period' as defined below).
- 1.2. "**Assured Benefit**" means 2 months additional validity on renewal of the Offer Product(s).
- 1.3. "**Batch Code**" means an alphanumeric number displayed on the product box generally found along with the product key, provided by Quick Heal for Quick Heal's Products.
- 1.4. "**End User**" means a person located/resident in across geographical territories of India, having legal capacity to enter into a contract, who have Renewed (whether from the Distributor/dealer/Stockist of Quick Heal) Offer Product(s) for his/her own use and not for resale or distribution or for commercial purpose.
- 1.5. "**Offer Period**" means the period commencing from 00:00 hrs. IST 15<sup>th</sup> February 2017 – 23:59 of 2<sup>nd</sup> March 2017.
- 1.6. "**Offer Product(s)**" means and includes the following Products:
  - Quick Heal Total Security (5 & 10 user packs)
  - Quick Heal Internet Security (5 & 10 user packs)
  - Quick Heal Antivirus Pro ( 5, 10 user pack)
- 1.7. "**Product Key**" means the alpha-numeric number key generally available with the Quick Heal product box, by Quick Heal for Offer Products.
- 1.8. "**Renewal**" means continuation of Offer Product(s) before / after expiry of initial activation by End User.
- 1.9. "**The Link**" means <http://www.quickheal.co.in>
- 1.10. "**Working days**" means Monday to Friday IST 9.30 a.m. to IST 6.30 p.m.

### 2. Tenure of the Offer

This Offer is valid from 00:00 hrs IST of 15<sup>th</sup> Feb 2017 to 23:59 hours midnight IST of 2<sup>nd</sup> March 2017 ("Offer Period"). Any renewal of the Offer Product(s) before 00:00 hrs IST of 15<sup>th</sup> Feb - 2017 and after to 23:59 hours midnight IST of 2<sup>nd</sup> March 2017 shall be considered invalid for the purposes of this Offer.

### 3. Applicability

- 3.1. This Offer is applicable ONLY to "Offer Product(s)" as defined.
- 3.2. This Offer is applicable only for Offline renewal of the Offer Products made during the Offer Period.
- 3.3. This Offer is applicable for the Regular and Standard Edition of the Offer Product(s).

- 3.4. This Offer is applicable ONLY within the geographical territories of India.
- 3.5. **This Offer SHALL NOT be applicable to:**
- 3.5.1. Products including Offer Product(s) Renewed with any discounts on pricing already provided by the Company
  - 3.5.2. Products provided for promotional purposes
  - 3.5.3. Products keys issued for trial purposes
- 3.6. Offer is applicable only on renewals.
- 3.7. This Offer shall be applicable for multi-user Offer Products; however, this offer will not be applicable on additional user packs of the Offer Product(s).
- 3.8. This Offer will not be applicable with respect to the Offer Product(s) renewed under special cases/academic cases as decided by Quick Heal.
- 3.9. This Offer shall NOT be applicable to the products/licenses issued for trial purpose, Packs for bundling, 'OEM packs' of Quick Heal.
- 3.10. This Offer shall not be applicable to any Complimentary packs provided by Quick Heal.
- 3.11. This Offer cannot/shall NOT be combined with any other Offer/Offers. This offer is valid for Windows based products ONLY.
- 3.12. Quick Heal shall not entertain any claim from End User who Renewed / has Renewed Offer Product(s) without complying or by violating any of the terms and conditions of the Offer.
- 3.13. Acceptance of these terms and conditions is a mandatory requirement to participate in this Offer.

#### 4. **Mandatory Renewal**

- 4.1. The participation in this Offer is completely voluntary and it is understood that the participation by the End User shall be deemed to have been made on a voluntary basis. This Offer is applicable only for End Users who renew the Offer product(s) on the link / through partners / by contacting over telephone or email to Quick Heal during Working days. If an End User fails to renew the Offer product(s) during the Offer period, he / she will not be entitled to claim the assured benefit under this Offer as renewal is mandatory during the Offer Period. It is mandatory for the End User to read and accept the End User License Agreement before participating in this Offer. It shall be construed that End user by renewing the Product has accepted End User License Agreement (EULA). This is a condition precedent to participate in the Offer.
- 4.2. It shall be mandatory for the End User to renew the Offer Product(s) during Offer Period only, for claiming the assured benefit under this Offer. End user has to renew Offer product (s) during Offer Period in order to eligible to participate in this Offer.
- 4.3. End User mandatorily should claim benefit as per Tenure of the Offer. If the End User fails to claim assured benefit as per Tenure of the Offer, then no claim including that of any assured benefit shall be entertained by Quick Heal. This is of essence to the Offer.
- 4.4. The benefits under this Offer cannot / shall not be exchanged against cash or kind or cheque, in any other monetary form, or any other kind form or manner.
- 4.5. The End user can contact [renew@quickheal.co.in](mailto:renew@quickheal.co.in) or can have online chat on <http://www.quickheal.co.in/quick-heal-support-center> with support person of Quick Heal during Working days in case of any clarification about this Offer.
- 4.6. THE END USER SHALL PROVIDE TRUE, COMPLETE, VALID, AUTHENTIC AND SAME INFORMATION AT THE TIME OF RENEWAL OF THE OFFER PRODUCT(S).
- 4.7. THE PERSONNALLY IDENTIFIABLE INFORMATION (PII) (i.e. THE NAME OF THE END USER AND OTHER PERSONAL DETAILS LIKE ADDRESS, PHONE NUMBER, EMAIL ID ETC.) OF THE END USER RENEWING

THE OFFER PRODUCT(S) MENTIONED ON THE INVOICE SHOULD BE SAME WITH THE PII MENTIONED AT THE TIME OF RENEWAL OF THE OFFER PRODUCT(S).

**5. Product Key and Renewal Key**

- 5.1. The Offer Product(s) sold physically through box pack shall contain Renewal Key. The End User has to mention Product Key and Renewal Key at the time of renewal.
- 5.2. The responsibility and liability of Quick Heal towards the End User renewing Offer products shall end from the time of dispatch of the Product Key by Quick Heal to the End User. Quick Heal shall not be liable and / or responsible where in case of (I) ineligibility of the End user to participate in this Offer for whatsoever reason (ii) loss of product key in transit, (iii) non-receipt of product key during the Offer Period, (iv) tampering of product key in transit, (v) lack of information and knowledge. Quick Heal shall not entertain any correspondences and communications in this regard.

**6. Assured Benefit & its Claim**

- 6.1. During the Offer period, all End Users will be eligible for Assured Benefit of additional validity for the renewal of Offer Product(s) without any additional cost.
- 6.2. During the term of this Offer customers availing "Special Economical Offers" [i.e., pay for 2 years and renew for 3 years] will also receive the Assured Benefit of 3 months extra validity.
- 6.3. The additional validity entitled under this Offer shall be added within 48 working hours after renewal of the Offer Product(s).
- 6.4. All End users are subject to verification, including without limitation, verification of eligibility through proof of Renewal and proof of the payment of the Renewed Offer Product(s), proof of identity and residency, verification of the product key and complete compliance with these Terms and Conditions. Quick Heal at its sole discretion, may consider Identification of the End User as suitable for verification.

**7. Promotional Activities**

End User gives their unconditional consent by accepting these terms and conditions to receive promotional mails from Quick Heal in future but not limited to Offer Period.

**8. General**

- 8.1. In case of any ambiguity in the Offer or marketing promotions and communications of the Offer, the decisions of Quick Heal will be final, conclusive and binding.
- 8.2. The benefits under this Offer cannot be combined with any other Offer / Scheme.
- 8.3. The Product images and Product prices displayed on the website may be used for reference ONLY. The actual Products and prices may vary due to market dynamics and change in conditions. Please contact helpline Renewal Helpline No. 09272202525. Monday to Friday 9.30 am to 6:30 pm. for any details as on date.
- 8.4. Quick Heal's decisions on all matters relating to this Offer is final, conclusive and binding and Quick Heal will not entertain any further claims, correspondences and shall not be subjected to any dispute or challenge.
- 8.5. Quick Heal reserves the right to revoke this Offer without any prior notice to any person including end user and /or change / alter/ amend any terms and conditions of the Offer.
- 8.6. Quick Heal does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries, of the end user or furnish any reasons for inclusion and/or exclusion of any particular submission of the end user at any stage of the Offer. Quick Heal reserves the right to change, amend, extend, withdraw and/or alter any of the terms and conditions of this Offer at any time without prior notice and without assigning any reasons and which can be applicable to all of previous, existing and/or future end users of this Offer and without any liability whatsoever towards End User and/or anyone including any third party(es). End user(s) are requested to refer to such other terms and conditions, if any, which may be displayed online or may be communicated or intimated separately from time to time as Quick Heal may deem fit. However, no obligation can be

casted on Quick Heal to separately communicate or intimate each individual Participant and/or End User with regard to such additional or altered terms and conditions.

- 8.7. Quick Heal also reserves the right to withdraw or discontinue with this Offer at any stage without any liability whatsoever to the end user, participant or anyone.
- 8.8. In no event will Quick Heal or any of its officers, managers, employees and agents be liable for any type of losses / damages whether direct / indirect arising in contract or in connection with this Offer, even if Quick Heal was advised of the possibility of any such damages in advance and all such damages are expressly excluded.
- 8.9. This Offer is not applicable to Quick Heal's employees and their families, Quick Heal's dealers, distributors, Stockiest and their employees and families.
- 8.10. In case of any ambiguity in any promotional materials, including details on media channels or other promotional materials, these Terms and conditions shall supersede.
- 8.11. The Offer shall be void, if prohibited by law. In such an event, Quick Heal shall not be liable to provide any other Offer or benefit or any compensation in lieu thereof.
- 8.12. The End User undertakes to indemnify and keep Quick Heal harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by Quick Heal due to breach of any Terms and Conditions contained herein by the end user and/or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of Quick Heal and/or third party by the end user and, or, arising from the participation of the End User in the Offer.
- 8.13. The website link provided above, or any other website of Quick Heal, or relating to this Offer, the software, marketing/promotional materials (in print, electronic, radio medium) is protected by the applicable laws of copyright, trademark, patent and other applicable laws.
- 8.14. "Quick Heal" is the registered trademark of Quick Heal Technologies Limited. All other logos and trademark used during this Offer belong to their respective owners, and used only for reference to their services.
- 8.15. Quick Heal accepts no responsibility for late, lost, incorrectly submitted, delayed, corrupted, incomplete or misdirected submissions made by the End User whether due to theft, destruction, tampering, error, transmission interruption, communication failure, deletion or whatsoever reason.
- 8.16. All and every dispute, difference, or question which may, at any time, arise between the Parties hereto or any person claiming under them, in respect of any clause of the Terms and Conditions or the subject-matter of the Offer thereof, shall be subject to exclusive Jurisdiction of Courts in Pune and laws in India will be applicable.
- 8.17. Subject to clause above, the existence of dispute, if any, shall not by itself constitute a claim against Quick Heal. Any disputes arising from or in relation to this Offer shall be subject to the exclusive jurisdiction of Pune Courts in India.