

QUICK HEAL OPTIMIZER (GADGET SECURANCE) END-USER LICENSE AGREEMENT FOR iOS (WITH INSURANCE) IMPORTANT

PLEASE READ THIS **QUICK HEAL OPTIMIZER (GADGET SECURANCE) END-USER LICENSE AGREEMENT FOR iOS (WITH INSURANCE)** (HEREINAFTER REFERRED TO AS “AGREEMENT”) CAREFULLY BEFORE USING OR TRYING TO ATTEMPT TO USE THIS **QUICK HEAL OPTIMIZER (GADGET SECURANCE) END-USER LICENSE AGREEMENT FOR iOS (WITH INSURANCE)** (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 PRIVATE LIMITED), 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, non-assignable and non-transferable right to use the Software during the License Period subject to the terms and conditions of this Agreement.

In addition to this Software, Quick Heal offers you Cloud Service for back up of contacts till this Software license is valid. You will be provided the Software free of charge however certain services like Cloud Services are Paid services and are chargeable.

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.

- 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 or www.quickheal.com) 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 Cloud Service" means paid services made available by Quick Heal to its Software license users via internet for back up of contacts till this Software license is valid.
- 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 for more details.
- G. "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.
- H. "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), explanatory or other materials as provided from time to time by Quick Heal.
- I. "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 cloud service for back up of contacts till this Software license is valid.

You cannot:

- A. emulate, adapt, sublicense, lend, rent, clone or lease any portion of the Software.
- B. debug, decompile, disassemble, modify, translate, and 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/assign 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 for unlicensed and illegal purpose.
- I. remove your user account from cloud service once registered.
- J. attempt to gain unauthorized access to cloud networks.

3. ACTIVATION

- A. 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.

In case of Internet based activation, usage of Internet bandwidth will be chargeable as per your telecom service provider charges, if using GPRS. In case of Wi-Fi Internet, the bandwidth usage will be chargeable as per the Internet Service Provider charges

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 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 Software up to 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. You have to subscribe for Cloud Service for back up of contacts. Cloud Services shall be valid only till this Software license is valid. You shall be required to restore the back up of Your data. After the expiry of the License period, Quick Heal in any kind or manner shall not be liable for loss of your data.

- D. 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.

5. FEATURES OF SOFTWARE

- A. During the License Period of the Software, You have the right to receive free Upgrades of the Software and cloud services for back up of contacts till this Software license is valid, via Internet as and when Quick Heal publishes free version Upgrades. You agree, understand and accept that You will require to regularly download Upgrade published by Quick Heal on time to time basis. Upgrades if any, you receive from Quick Heal shall be governed by this Agreement, or as amended from time to time by Quick Heal.
- B. 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, 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.
 - (iii) that to avail/use certain features of the Software like Cloud Service etc., you are required to incur subscription cost and that Quick Heal does not warrant that the usage of features of the Software are free of cost. 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.
 - (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.
 - (v) that while using the Software, Quick Heal may suggest some actions to be initiated by You in your sole benefit, 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) This Software will provide the Tuner / Cache cleaner feature. While tuning / cache cleaning, Quick Heal shall not be responsible for any loss of data in any manner. This Software will provide data backup feature for contacts ONLY till this Software

License is valid. That before expiry of the license period You shall take the backup of the data including Contacts data stored in your mobile. You understand and accept that You will not be able to restore the Contacts data after 15 days from the expiry of License period Quick Heal reserves the right to delete/purge Contacts data backup from server after 15 days from the expiry of the license period.

6. SUPPORT

Quick Heal offers support features during usage of this Software and cloud service like, 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 renewal of Cloud Services 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 Centre. The information that will be sent to the Internet Centre 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 until the expiry date of the license.

9. COLLECTION OF INFORMATION

Quick Heal software and cloud 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. 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 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.
- B. Any type of information for identifying the Internet Protocol (IP) Address and information required for effective license administration and enhancing product functionality and usability.
- C. You admit that the information/data as collected above can be used for, 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 cloud service;
 - (ii) your negligence or inability of using the Software, cloud service or support;
 - (iii) any dispute between you and third party with respect to availing the Software and
 - (iv) cloud service;
 - (v) your violation of any rights of any other individual and/or entity;
 - (vi) your breach of the Agreement;
 - (vii) your violation of any provisions under any acts in India or abroad;
 - (viii) 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 up to 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 along with the features and Cloud 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 cloud 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 cloud service to achieve your intended results, the results obtained from the Software and cloud service shall be assumed by You.
- C. To the extent permitted by applicable law Quick Heal and its suppliers do not make and you receive no warranties or conditions, express, implied, statutory, or otherwise; and Quick Heal and its suppliers specifically disclaim with respect to the maintenance and any other application or subscription services hereunder, any conditions of quality, availability, reliability, security, lack of viruses, bugs, or errors, and any implied warranties, including, without limitation, any warranty of title, quiet enjoyment, quiet possession, merchantability, non-infringement, or fitness for a particular purpose. Any application and subscription services is not designed, manufactured, or intended for use or distribution with any equipment the failure of which could lead directly to death, personal injury, or severe physical or environmental damage. You assume the responsibility for the selection of Any Application and subscription services to achieve your intended results, and for the installation of, use of, and results obtained from any application and subscription services.

In no event shall Quick Heal be liable for any indirect, special, consequential and/or incidental loss, exemplary or other damages related to application or the subscription services, and/or whether direct or indirect: (i) loss of data, (ii) loss of income, (iii) loss of opportunity, (iv) lost profits, and (v) costs of recovery or any other damages, however caused and based on any theory of liability, and whether or not for breach of contract, tort (including negligence), violation of statute, or otherwise, and whether or not Quick Heal has been advised of the possibility of such damages.

Warranty Disclaimer: Except as expressly provided in this section, all Software, documentation, maintenance and support and professional services are provided “as is” and appdynamics and its suppliers expressly disclaim any and all other representations

and warranties, either express, implied, statutory, or otherwise with respect thereto, including any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement, or the continuous, uninterrupted, error-free, virus free, or secure access to or operation of the software. App dynamics expressly disclaims any warranty as to the accuracy or completeness of any information or data accessed or used in connection with the software, documentation, maintenance and support, or professional services.

- D. You understand and accept that the Software and cloud 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, cloud 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 cloud 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. 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 endeavor 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 on the website of Quick Heal 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. 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.

On purchase of this Software product along with the purchase of new mobile handset / device / equipment from certified stores, You would be offered with a value added feature that provides insurance to the customer's mobile device against theft, burglary, physical and fluid damage.

You must accept this End User License Agreement as well as the Policy terms to use this software product. To read the End User License Agreement and policy terms, please visit <http://www.quickheal.com/eula>. Opening of the pack or registration of the product would imply acceptance of the End User License Agreement and Policy terms. All Claims under the Policy will be solely decided upon by "New India Assurance Co. Ltd" and its Administrator / facilitator / Coordinator "Universal Insurance Broker Service P. Ltd".

Insurance cover is provided by New India Assurance Co. Ltd. Quick Heal Technologies Ltd. is the Insured and not the Insurer, and You are the beneficiary of this Policy. Quick Heal Technologies Ltd. do not provide any warranty / replacement / reimbursement / maintenance / repairing and do not make any representation about the insurance, the quality of claims processing and shall not be responsible for claims, recovery of claims, or for processing of or clearing of claims, in any manner whatsoever. Additionally Your claim processing may be subject to exclusions mentioned in the 'Policy', 'Scope of cover' and reasonable steps taken by the user / beneficiary to safeguard the insured equipment.

Quick Heal Technologies Ltd. shall not be responsible for and shall not entertain any claim related to insurance. For insurance related claims, please contact Universal Insurance Broker Service P. Ltd. and follow the given claim procedure.

The terms applicable for Insurance as determined by the insurer are mentioned in End User License Agreement. It shall be mandatory for you to provide accurate details in the Registration Form. The information provided in the Registration Form at the time of installation of this Software shall explicitly match with the information submitted in the insurance claim document. Any deviation / misrepresentation in the information provided could lead to a rejection of claim by the insurer, for which Quick Heal Technologies Ltd., directors, employees, consultants, agents, distributors, retailers etc. cannot be held liable in any manner whatsoever.

Insurance claim email: claim.gh@universalinsurance.co.in

Insurance claim Tel.: 022 - 4910 7910

Insurance claim Website: claim.euniversal.co.in

IMPORTANT:

INSURANCE IS THE SUBJECT MATTER OF SOLICITATION. PLEASE READ THE POLICY DOCUMENTS AND END USER LICENSE AGREEMENT CAREFULLY BEFORE PURCHASING / USING THIS PRODUCT.

The Insurance cover is applicable only on the new gadget on which the Software was initially installed. Insurance cover will not be applicable on the device where this product is reactivated. You can use and reactivate this product Software on any supported iOS devices but you have to use the same mobile number that you entered or used while registering the product for the first time. However, please ensure that before changing your mobile device you have deactivated and uninstalled the product from your previous mobile.

ALL MATTERS SUBJECTED TO PUNE (INDIA) JURISDICTION