

Terms & Conditions T&C 13B01A (Mobile Broadband F-Secure PC Protection from SmarTone License Agreement))

PLEASE REVIEW THE FOLLOWING TERMS CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. BY CLICKING ON THE "ACCEPT" BUTTON, OR BY INSTALLING, COPYING OR USING THE ACCOMPANYING SOFTWARE YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND YOU AGREE TO BE BOUND BY THE SAME.

1. Definitions

In these terms and conditions the following words shall have the following meanings: "F-Secure" means F-Secure Corporation and is included in references to "licensor" herein; "Software" means anti-virus software programs in object code form only including related documentation (whether printed or electronic) and any update or upgrade thereof made available to you, or any copy or copies thereof made in accordance with these terms and conditions, all of which we license to you under these terms and conditions; "Units" means the hardware upon which the Software is installed, typically handheld devices, personal computers or servers; "Look and Feel" means any trade names, logos, trademarks, designs, symbols, fonts, colour combinations, abbreviations, domain names or any other data, or any combination of the herein listed items, relating to the Software; "we", "us" and "SmarTone" means SmarTone Mobile Communications Limited and/or SmarTone Communications Limited from which you have purchased or acquired a license to use the Software; "you" means the person using the Software.

2. Licence to Use We grant you a revocable, non-exclusive, non-transferable personal licence to use the Software. You may install the Software on as many Units as stated in the licence certificate accompanying the Software, applicable invoice, product packaging, website from where the Software was downloaded or agreement where these terms and conditions have been appended.

You may not:

- a) Install or use the Software against these terms and conditions, the licence certificate accompanying the Software or other related documentation;
- b) Distribute copies of the Software to a third party, electronically transfer the Software to a computer belonging to a third party, or permit a third party to copy the Software;
- c) Modify, adapt, translate, rent, lease, resell, distribute or create derivative works based upon the Software and/or related files (including but not limited to virus definition databases, security news and descriptions) or any part thereof (except to the limited extent permitted under mandatory applicable law);
- d) Decompile, reverse engineer, disassemble, or otherwise reduce the Software and/or related files (including but not limited to virus definition databases, security news and descriptions) in whole or in part (except to the limited extent permitted under mandatory applicable law);
- e) Use the documentation for any purpose other than to support your use of the Software or for your personal instruction or evaluation purposes or purposes reasonably incidental thereto;
- f) Disclose the licence authorisation code provided for the program installation (included but not limited to key code, subscription number and registration key) to any third party;
- g) Use the Software or any portion thereof to implement any product or service to operate on or in connection with the Software for any other purpose than granted herein;
- h) Use the Software to publish, distribute and/or obtain software or content (i) not specifically related to the Software and (ii) not security-related (or any updates to any such software or content).

You may make one copy of the Software for back up purposes. You are solely responsible for taking prudent and appropriate measures to back up data and otherwise protect against loss of data. You agree that you will not use the Software or any part of it in breach of any relevant laws or regulations (including without limitation any import or export laws and regulations) in the country in which you use the Software. Further you agree to keep secret and in a safe place any passwords or other access devices you may be provided with in order to prevent any unauthorised use of the Software.



3. Evaluation Licence

An evaluation licence is applicable when you download or install an evaluation version of the Software or you are granted a time limited, non-exclusive and non-transferable licence by us or our third party distributors for evaluation purposes. The Software is licensed to you for the sole purpose of evaluating the Software and only for a specified evaluation period, which will begin on the date that the Software is first downloaded by or delivered to you. After the specified time period, you must either purchase the Software licence from us or our resellers, or destroy and stop using the Software. If you purchase a licence for the Software before the expiration of the evaluation time and register the Software, you have a valid licence and you do not need to destroy the Software. We, and our licensors, shall have no obligation to provide support or maintenance services for evaluation licences. For the avoidance of doubt, the evaluation licence is also subject to restrictions set out in these terms and conditions.

4. Termination

We reserve the right to terminate this licence at any time by giving notice to you. This licence shall also automatically terminate if you fail to comply with these terms and conditions or with the terms and conditions of any other contract pursuant to which we or our third party distributors have made the Software available to you. You may terminate the licence at any time by deleting the Software including any backup copies from all your Units.

Upon termination of this licence, you must cease to use the Software and delete the Software including any back-up copies from all your Units. You shall not be entitled to a refund from us or our licensors as a result of termination. The terms and conditions concerning restrictions on use shall continue in force even after any termination.

5. Intellectual Property Rights

SmarTone Mobile Communications Limited and/or its licensors own the title, ownership rights and intellectual property rights in the Software and the "Look and Feel" of the Software. SMARTONE and the SmarTone logo are trademarks of SmarTone Mobile Communications Limited or its licensors. We and/or our licensors, own all the other copyright to the Software and trademarks. The Software is protected by copyright laws and international copyright and other international law treaties. The fact that we have supplied you with the Software does not mean that we have transferred any of our or our licensors rights in the Software to you; we have simply permitted you to use it strictly on the terms and conditions of this licence. We and/or our licensors reserve any and all rights not expressly granted to you.

7. Privacy and Data Processing You acknowledge and accept that when you install and use this Software, information may be sent (i) automatically, or (ii) by you, through your use of the Software, related to your use of the Software to us or our licensors, F-Secure.

This information will be processed and stored for us or our licensor, F-Secure, on our behalf, who may store the information outside of the European Union.

YOU GRANT F-SECURE AND US THE RIGHT TO USE, PROCESS AND DISPLAY I) SECURITY RELATED INFORMATION, CONTENT OR MATERIAL IN A NON-PERSONALLY IDENTIFIABLE FORM AND II) LICENCE/DEVICE/SOFTWARE STATUS INFORMATION FOR CUSTOMER REGISTRY, SECURITY RESEARCH, TECHNICAL SUPPORT AND SOLUTION DEVELOPMENT PURPOSES. TO THE EXTENT SUBMITTED INFORMATION CONTAINS PERSONALLY IDENTIFIABLE INFORMATION, YOU AGREE TO THE ABOVE USE AND PROCESSING AND CONSENT THAT SUCH INFORMATION MAY BE PROCESSED OUTSIDE EUROPEAN UNION. HOWEVER ALL PERSONALLY IDENTIFIABLE INFORMATION SHALL BE TREATED AS CONFIDENTIAL AND NOT DISCLOSED TO THIRD PARTIES EXCEPT WHERE NECESSARY FOR THE PURPOSE OF PROVIDING TECHNICAL SUPPORT SERVICES AND ALWAYS MAINTAINING THE CONFIDENTIAL TREATMENT OF THE SAME.

If you do not agree to the use and processing of your personal information as set out in this clause then you must cease to use the Software and delete the Software including any back-up copies from all your Units.

8. Exclusion of warranties

To the fullest extent permitted by applicable law, the Software is furnished to you "as is" without any warranty, conditions, representations or other terms regarding the Software of any kind from us or from our licensors. Neither we nor our licensors warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all

warranties, representations, conditions and other terms of any kind, express or implied or whether arising by statute, common law or otherwise, including but not limited to implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. We, our licensors and distributors do not guarantee the Software or related documentation in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire risk as to the results and performance of the Software and related documentation. No oral or written information provided by us or our licensors, our dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of the limited warranties made in these terms and conditions, and you may not rely on any such information or advice. This clause does not affect your statutory rights.

Limited warranty on media. We warrant the physical media produced by us or our licensors on which the Software is recorded to be free from defects in material and workmanship under normal use for thirty (30) days from the date of delivery. We or our licensors do not give any warranties on media if the Software is delivered bundled in or with a third party device. Any implied warranties on the media, including implied warranties of merchantability and fitness for a particular purpose are limited in duration to 30 days from the date of delivery. We will, at our option, replace the media or refund the purchase price of the media. We shall have no responsibility to replace or refund the purchase price of media which is damaged by accident, abuse or misapplication. This limited warranty on media is the only warranty of any kind that is made by us or our licensors.

9. Limitation of Liability

We will be liable to you if our negligence causes death or personal injury. In all other circumstances we or our licensors will not be liable to you for any compensation, reimbursement or damages on account of the loss of present or prospective profits, loss of revenue or other commercial or economical loss, turnover of sales; loss of good will; loss or damage to reputation; loss of contracts or customers; loss of anticipated savings; loss of or damages to data or programs or any other reasons whatsoever or indirect, special, incidental or consequential damages whether arising in tort (including negligence) or contract and even if we or our licensors have been informed of the possibility of such losses or damages. We, our licensors, distributors and suppliers shall in no event be liable for any damages arising from performance or non-performance of the Software. Our maximum liability to you for actual damages for any cause whatsoever shall in no event exceed the amount paid by you for the Software. This clause does not affect your statutory rights.

10. High Risk Activities

The Software is not fault-tolerant unless expressly stated in product documentation and is not designed, manufactured or intended for use or resale as control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). We and F-Secure specifically disclaim any express or implied warranty of fitness for High Risk Activities.

11. Export restrictions

The United States and other countries control the export of software and information. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export or re-import of the Software, and agree to comply with the restrictions and not to export or re-export the Software where this is prohibited by applicable local law. By downloading, installing or otherwise using the Software you represent that you are not a person or entity to which such export is prohibited. In all cases, We or our licensors will not be liable for the illegal export and/or use of its cryptographic software by you.

12 U.S. GOVERNMENT RIGHTS

If this license is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), you acknowledge that the Software and the documentation are "commercial computer software" and respectively "commercial computer software documentation" as those terms are defined for purposes of the Federal Acquisition Regulations (FARs) in the case of procurement by civilian agencies (48 C.F.R. 2.101) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) in the case of procurement by units of the Department of Defense (48 C.F.R. 252.227-7014(a)(1) and (5)). Consistent with 48 C.F.R. 12.212 of FARs and 48 C.F.R. 227.7202 of DFARS and other applicable regulations, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software and documentation by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

13. Law and Jurisdiction These terms and conditions shall be governed by the laws of Hong Kong Special Administrative Region without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sale of Goods. The courts of Hong Kong Special Administrative Region shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms. In the case of licenses purchased within or on behalf of licensees residing within the United States or operating under the laws of the United States the governing law of these Terms shall be the laws of the State of California without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sale of Goods. In such cases, the exclusive jurisdiction and venue to adjudicate any dispute arising out of these Terms shall be of the federal and state courts located in California. In respect of licenses purchased by consumers residing outside Finland or the United States, these Terms may be governed under the mandatory local laws of such jurisdictions.

14. Amendments We or our licensors may revise these terms and conditions at any time and such revised terms and conditions shall automatically apply to the corresponding versions of the Software distributed with the revised terms and conditions. If any part of these terms and conditions is found void and unenforceable, it will not affect the validity of rest of the terms and conditions, which shall remain valid and enforceable.