

## END-USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR MAX TOTAL SECURITY FOR ANDROID PLATFORM

PLEASE READ THIS MAX TOTAL SECURITY FOR ANDROID PLATFORM END-USER LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") CAREFULLY BEFORE USING OR TRYING TO ATTEMPT TO USE THIS MAX TOTAL SECURITY FOR ANDROID PLATFORM (HEREINAFTER REFERRED TO AS THE "SOFTWARE"). BY USING THIS SOFTWARE OR BY ACCEPTING OUR SOFTWARE USAGE AGREEMENT POLICY OR ATTEMPTING TO LOAD THE SOFTWARE IN ANY WAY, (SUCH ACTION WILL CONSTITUTE A SYMBOL OF YOUR CONSENT AND 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 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 MAX MOBI SECURE INDIA PVT. LTD., PUNE, MH, INDIA (HEREINAFTER REFERRED TO AS "MMS"). YOU SHALL HAVE THE RIGHTS TO USE THE SOFTWARE FOR YOUR OWN USE SUBJECT TO THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT OR AS AMENDED BY MMS 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, evidenced by the Payment Receipt, MMS grants you, 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 for your own use only. MMS reserves all rights not expressly granted, and retains the Intellectual Property Rights, Proprietary Rights, title and ownership of the software, including all subsequent copies in any media.

This software and the enclosed documents are the property of MMS and are copyrighted. Copying of the software or the enclosed documents is expressly forbidden. License Fees paid to MMS is considered only towards a non-exclusive and non-transferable right to use "Max Total Security" Software. Other add-on applications such as "Updates" and "Upgrades" are provided free of cost.

You may also use the Device Tracker web portal offered by MMS for Anti-theft free of cost to manage your computing devices as long as your Max Total Security license for the device is valid.

### 1. Definitions

A. "**Distributors**" means the authorized distributors, sub-distributors of MMS, selling MMS products, including sales through Internet.

B. **"License period"** means the period as more particularly described in this Agreement.

C. **"Device"** means the personal digital assistants, smart phones, hand-held devices or other electronic devices for which the software is specifically designed (for which, system requirements have been described particularly in the user manual or on our website [www.maxpcsecure.com](http://www.maxpcsecure.com)) on which the software will be installed and/or used.

D. **"Normal working hours"** shall mean 09:30 a.m. to 6:30 p.m. India Standard Time (IST) on working days and "Working Days" means Mondays to Fridays inclusive, but excluding bank and public holidays in India.

E. **"Support"** means the Technical Assistance in order to use the software, provided by MMS, which may or may not be chargeable to you. For more details, please refer to [www.maxpcsecure.com](http://www.maxpcsecure.com).

F. **"Updates"** means collections of any or all virus definition files including detections and solutions for new viruses along with the corrections, improvements or modifications to the software.

G. **"Upgrades"** means any correction, improvement, modification or yearly enhancements in the form of the new version of the software, which MMS generally releases.

H. **"Open Source Software"** means any software or software component or technology that is subject to an open source license. These are Software that make source code available for free modification and distribution.

I. **"Device Tracker web portal"** allows users to manage the device remotely in case of theft.

J. **"User Manual"** means the user guide, Help guide, and other documentation provided with the software, updated agreements provided on the website of MMS ([www.maxpcsecure.com](http://www.maxpcsecure.com)).

K. **"You"** means the **"End User"** which means:

- i. An individual (such an individual) installing/using/legally acquiring the right to use this 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 device 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 download, install, 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 Device on which the software is installed and activated.

## **2. Do's & Don'ts**

### **A. You can:**

- i. Make copy of the software for backup purpose or for the purpose of sharing through various means (and such backup copy must be destroyed when you lose the right to use the software 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 replace lost, destroyed, or becomes unusable.
- ii. Avail Max Secure Web portal to manage your device.

### **B. You can not**

- i. Emulate or adapt any portion of the software.
- ii. Debug, decompile, disassemble, modify, translate, or reverse engineer the software.
- iii. Reveal /discover the source code of the Software
- iv. Publish, resell, distribute, broadcast, transmit, communicate, transfer, rent, share or sub license the Software.
- vi. 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.
- v. Remove or alter any copyright notices or other proprietary notices or statutory notices on any copies of the software.
- vi. Test or benchmark, or disclose or publish testing or benchmark results, without earlier consent of MMS.
- vii. Install the software on any operating system not supported by this software, as reflected in the technical specifications
- vii. Reduce any part of the software to human readable form.
- viii. Use the software in the creation of data or software used for detection, blocking or treating threats described in the user manual.
- viii. Use for unlicensed and illegal purpose
- ix. Retrieve deleted location entries
- x. Attempt to gain unauthorized access to MMS web portal

## **3. Activation**

A. MMS warns you that in the process of installation of the software, the other security products/software installed on your computer may get uninstalled or be disabled if the same are not compatible with the Max Total Security. MMS expressly disclaims any loss of data, loss of profits during such installation. If you modify your Mobile device 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 may need to contact MMS support for help. MMS reserves the right to verify the validity/legality of the license and software.

- B. You can activate the product through the Internet or SMS (Applicable to users in India only); toll charges may apply. You may also need to reactivate the product if you happen to re-install the product due to any reasons. There are technological measures in this product that are designed to prevent unlicensed or illegal use of the product. You agree that you may not use those measures.
  
- C. If the Product is being licensed on a trial or evaluation or limited promotional period basis, Licensee agrees to use the Product solely for evaluation purposes. At the end of the Trial Period, Licensee's right to use the Product automatically expires and Licensee agrees to return to MMS all copies or partial copies of the Product or certify to MMS that all copies or partial copies of the Product have been deleted from Licensee's computer libraries and/or storage devices and destroyed. If Licensee desires to continue its use of the Product beyond the Trial Period, it may contact MMS to acquire a license to the Product for the applicable fee. Licensee's use of the Product during the Trial Period is on an AS IS basis without any warranty, and MMS disclaims all warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, as well as any express warranties provided elsewhere in this Agreement.
  
- D. If maintenance is provided by MMS, it shall be renewed annually (except as otherwise provided in the Order Form) and Licensee agrees to pay the annual renewal maintenance fee, unless either party gives the other at least 15 days written notice of non-renewal. All fees are net of applicable taxes. Licensee agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency including, without limitation, federal, state and local, sales, use, value added and personal property taxes, (other than franchise and income taxes for which MMS is responsible) upon a presentation of invoices by MMS. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to MMS. Any invoice which is unpaid by Licensee when due shall be subject to an interest charge equal to the lower of 1.5% per month or the highest applicable legal rate.

#### **4. License**

- A. You are entitled to use this software from the date of purchase/license activation date till the end of the period for which the license is purchased.

- B. You understand, agree, and accept that you are entitled for the updates via Internet and technical support via the telephone for the duration of the license period
- C. You agree and understand that any unauthorized usage of this software or breach of any or all terms and conditions stated in the Agreement shall result in automatic and immediate termination of this Agreement as granted hereunder. Further, this may result in criminal and/or civil action by MMS and/or its agents against you including but not limited to the right to block the key file/license key/product key without any prior intimation/notice to you. No refund will be paid to you in this regard.
- D. MMS does not guarantee the protection from the threats after expiration of Software or if Software usage is terminated for any reason.
- E. MMS will not be responsible or liable for any data deletion, including but not limited to deletion /loss of personal, and / or confidential data, and / or uninstallation of other Apps; and/or change in settings, and/or deletion of contacts, and/or SMS logs and call logs.
- F. You accept and agree that you allow MMS to take backup and restore of your device contacts on MMS server when you tap Backup / Restore Contacts on the App menu.

## **5. Open Source Software**

You hereby acknowledge that the Software may contain Open source software which shall be governed by open source software license. MMS is not obligated to provide any maintenance or support for the open source software.

## **6. Support**

Max Secure Software offers free technical support to assist you in the usage of this software, for example, Live Chat with technical support team. The technical support team may, at your discretion, take remote access of your computer. Availing of this support will be solely at your discretion and you are solely responsible to take backup of the existing data/software/programs in your device before availing such a support and you are liable to bear all the direct, indirect, and consequential cost associated to it. MMS 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 MMS to suspend, cease, terminate, or refuse such support as MMS 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, MMS 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 or Security Newsletter for your information and knowledge.

## **8. Product Updates & Upgrades**

As a registered user, you are entitled to receive virus database updates and version upgrade as and when released free of cost during the license period, subject to the terms and conditions mentioned herein.

## **9. Data Privacy**

MMS may collect the following information which may or 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 MMS's product in identifying and/or detecting the malicious behavioral pattern, inherently fraudulent websites and other Internet security threats/risks. The information may be used to provide quick and better technical support to the legitimate customers.

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.
- 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 computer 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 or vendors.

## **10. Indemnification**

A. You expressly understand, admit, agree, and warrant that in no event shall MMS 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 MMS has been advised of the possibility of such damages), to the fullest extent permissible by law:

- i) Arising due to your usage of this software;
- ii) Your negligence or inability of using the software or support;
- iii) Any dispute between you and third party with respect to availing this software;
- iv) Your violation of any rights of any other individual and/or entity;
- v) Your breach of the Agreement;
- vi) Your violation of any provisions under any laws/statutes/acts in India or abroad;
- vii) The failure of MMS 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 MMS and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.

C. In the event, MMS and/or its directors, agents, employees, distributors are found liable, you understand and accept that the liability of MMS and/or its directors, agents, employees, distributors shall be limited only up to and not exceed in any case the License Fee incurred by you in acquiring the software from MMS or its distributors/agents. This clause shall survive the termination of this Agreement.

## 11. Limited Warranty and Disclaimers

- 1) The Software and Device tracker web portal provided 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.
- 2) MMS does not warrant, make any representations that the Software and MMS web portal will work uninterrupted, timely, secure, error free or shall meet any or all of your requirements whether disclosed to MMS or its directors, agents, distributors or employees. The entire risks, faults as to performance of the software and device tracker web portal, the responsibility for selecting the software and device tracker portal to achieve your intended results, the results obtained from the Software and web portal shall be assumed by you.
- 3) You understand and accept that the Software and device tracker web portal will substantially perform according to the specifications, description stated in the user manual, updated from time to time, subject to the following and MMS expressly disclaims any or all liabilities arising from the following circumstances:
  - a) Incompatibility caused by any software and/or hardware components installed on your device;
  - b) Any actions initiated by you or by third parties which were beyond the control of MMS;
  - c) 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 party other than MMS, alterations, neglect, non-permitted modifications, acts of terrorism, and vandalism;
  - d) The deficiencies, defects in your device and related infringements;
  - e) Your violations of the terms and conditions described in the user manual or in this Agreement.
  - f) Inability of MMS support service to provide uninterrupted support, in a timely manner, or inability to meet any or all of your support requirements.



## 12. **Intellectual Property**

The software, source code, activation code, license keys, documentation, systems, ideas, information, content, design, and other matters related to the software and trademarks are the sole proprietary and intellectual property rights of MMS protected under the Intellectual Property Laws and belongs to MMS. Subject to certain terms mentioned in respective open source license where used by MMS, nothing contained in this Agreement grants you or is intended to grant you any rights, title, interest to intellectual property, including without limitation any error corrections, enhancements, updates, or modifications to this software whether made by MMS or any third party. You understand and acknowledge that you are provided with a license to use this software subject to the terms and conditions of this Agreement.

This Software may include certain third party components which are governed by the license agreements executed between MMS and the respective third party owners. The third party components licensed under terms of the certain agreement requires MMS to disclose that Intellectual Property rights and ownership rights shall remain with MMS and/or its technology licensing partners respectively. Even if such third party components are governed by respective agreements/contracts, the disclaimers and the limitations shall apply as mentioned in this EULA.

All the title, ownership and all rights including Intellectual Property rights of the Third Party shall rest with the concerned Third Party only and the User shall also be liable to comply with their License Terms. Where applicable, such third party will be beneficiary of this EULA.

## 13. **General**

### **A. Force Majeure.**

MMS will not be liable for any delay or failure to fulfil its obligations hereunder that results from an act of God, war, civil disturbance, government policies, or other cause/s beyond its control. Provided that MMS shall endeavor to complete the obligation 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 the 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 MMS. 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 any arbitrators

appointed by MMS. 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 thus engaged 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 MMS at [www.maxpcsecure.com/eula.htm](http://www.maxpcsecure.com/eula.htm) from time to time. The Agreement displayed on the website will be the finally concluded and binding agreement between you and MMS for all legal purposes which include your each activation, reactivation, and renewal of this software. In case of any dispute/queries arising out of any translated versions of this Agreement, MMS 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, "Indemnification", "Limited Warranties & Disclaimers" and "Intellectual Property" shall survive expiration or termination of this Agreement.
- F. **Subject to** certain terms mentioned in respective open source license where used by MMS, 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 MMS 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. MMS reserves the right to amend this End-User License Agreement from time to time and will keep updated on its website at [www.maxpcsecure.com/eula.htm](http://www.maxpcsecure.com/eula.htm) and it would be binding on the end users. This is an essence of the agreement and use of this software.

I. MMS reserves the right to co-operate with any legal process and may provide documents, information related to your usage of this software and your general usage of the Mobile device.

## **14. Third-Party Licenses and OSS Licenses**

### **A. Third Party licenses**

The software product may include certain components, developed and owned by the following third parties, which are governed by license agreements executed between MMS and the respective third party owners. Additional restrictions applicable under the Open Source Software license, as well as third party software license agreement, which are not specifically mentioned in this EULA, will be applicable.

### **B. OSS Licenses**

This software may also include some software programs, codes, and content that are licensed or sublicensed to the user under the open source software (OSS) licenses.

The software programs, code, and content that MMS may use in its software may fall in any of the following OSS licenses. MMS may update this list from time to time.