

## TERMS AND CONDITIONS

**IMPORTANT — READ CAREFULLY:** These Terms and Conditions for Virus Eraser Products and Services (“Agreement”) is a legal agreement between you (either an individual or an entity) and Virus Eraser, Inc. (Virus Eraser) and its suppliers and licensors for the Virus Eraser products (“Products”) and services (“Services”). You may only receive the Services or Products if; 1) You are a customer who purchased a Product license or 2) If you are in the Product trial period.. By clicking on the “BUY NOW->>” button or the "DOWNLOAD TRIAL->>" button on the Product purchase page, you agree to be bound by the terms of this Agreement. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON THE “BUY NOW->>” or "DOWNLOAD TRIAL->>" BUTTON AND DO NOT PURCHASE THE PRODUCT.**

**YOU AGREE THAT YOUR USE OF THE PRODUCT ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

### 1. PAYMENT & SERVICES.

#### **Yearly Subscriptions Product: Virus Eraser Anti Virus**

If you agree to automatic renewals you authorize Virus Eraser to automatically bill the credit, charge or debit card you provide each year, until you cancel the subscription.. Virus Eraser may receive updated information about your account from the financial institution issuing your credit, charge or debit card. Payments are billed in advance at the beginning of the applicable year. All payments are completely refundable within 30 days of the initial subscription date and 60 days of any renewal date. You agree to provide Virus Eraser with a valid payment method and accurate, complete and updated information required by the subscription registration form. Failure to comply may result in the immediate termination of the subscription. If you received a promotional price for your initial purchase, the renewal price will be that price in effect at the time of renewal and not the original promotional amount.

You agree to notify Virus Eraser about any billing problems or discrepancies within 90 days after they first appear on your account statement. If you do not bring them to Virus Eraser’s attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

During your subscription period, you will be entitled to receive: (1) The software Product; (2) Any generally available Virus Eraser upgrades released during your subscription period; and (3) Virus Eraser support services as described below under "Description of Services". **UNDER NO CIRCUMSTANCES WILL VIRUS ERASER BE LIABLE IN ANY WAY FOR ANY CONTENT THAT YOU HAVE ACCESS TO DURING YOUR SUBSCRIPTION PERIOD, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS, AVAILABILITY OF THE SERVICE, ANY SUBJECT MATTER RELATED TO THE PRODUCT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE**

PRODUCTS PROVIDED AS PART OF THE SERVICE.

## DESCRIPTION OF SERVICES

**Support services include; any technical help associated with the subscribed Product(s), installation assistance and any updates.**

### YOUR RIGHT TO CANCEL VIRUS ERASER SERVICES.

You may cancel the Virus Eraser Product licenses at any time. If you cancel after 30 days, or 60 days in the case of renewals, you will not receive any refund or partial refund for any charges already billed to your account. In the event you signed up for a minimum commitment period, you will be responsible for all charges for the entire minimum commitment period. You may cancel the services by contacting Virus Eraser. You understand and agree that cancellation of your Product license or subscription is your sole right and remedy with respect to any dispute with Virus Eraser. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or Virus Eraser's enforcement or application of this Agreement; (2) any policy or practice of Virus Eraser, including any Virus Eraser Privacy Policy, or Virus Eraser's enforcement or application of these policies; (3) any Virus Eraser Software or Content provided by or through Virus Eraser; or (4) the amount or type of fees, applicable taxes, billing methods, or any change to the fees, applicable taxes, or billing methods.

### 2. VIRUS ERASER'S RIGHT TO TERMINATE OR MODIFY SERVICES.

Virus Eraser may modify the terms of this Agreement or the Products, including but not limited to the price, content or nature of the software Products, upon notice to you. In the event Virus Eraser modifies the Agreement or the Product, you may terminate the subscription. Virus Eraser may terminate this Agreement and any Products at any time upon notice to you, provided that you will be entitled to receive the Product for any period for which you have already paid, or a pro-rated refund at Virus Eraser's sole discretion if within 30 days (or 90 days in the case of renewals). Virus Eraser may provide notice by e-mail or by publishing the changes on its website. This Agreement will **automatically terminate if you fail to comply with any term. No notice shall be required** from Virus Eraser to effect such termination. Upon any termination of this Agreement (whether by you or Virus Eraser), Virus Eraser will terminate the Product updates.

### 3. SERVICE USE RESTRICTIONS:

1. You agree that you shall only use the Software Products or Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Products or Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. Except as specifically authorized herein, you may not: (i) modify, translate, distribute or create derivative works of the Products or Services; (ii) copy or redistribute the Software; (iii) rent, lease, transfer, or otherwise transfer rights to the Products or Services; (v) remove any proprietary notices or labels on the Products or

Services; (vi) reverse engineer the Products; or (vii) add to, alter, delete from, or otherwise modify the Products.

2. You may only use the Products or Services for your private, non-commercial use. All Content is protected by the U.S. copyright laws and related laws of other jurisdictions, and are provided for your own personal use only. You may not, under any circumstances, distribute Content to third parties. You may not attempt to, in conjunction with, any device, software program or service, circumvent technological measures employed to control access to, or the rights in, the Products.
3. You understand that the Products or Services may suppress applications, or components of applications (“Applications”), from running on your computer. This may include Applications **which you may have agreed** to use within certain limitations. You agree that it is your responsibility to honor and respect all agreements and their terms for all Applications installed in your computer prior to or after installing the Products, and you further agree that Virus Eraser shall not be liable to you, in any way, should the Products suppress such Applications.
4. In addition to any other remedies available in equity or law to Virus Eraser, failure to comply with any of the terms and conditions in this Section 4, Service Use Restrictions, shall immediately terminate your license to the Products or Services.

#### **PERSONAL INFORMATION AND PRIVACY.**

Personal information you provide to Virus Eraser is governed by Virus Eraser Privacy Policy. Your election to use the paid Product or Services indicates your acceptance of the terms of the Virus Eraser Privacy Policy, so please review it carefully should you have any questions about Virus Eraser treatment of personal information you provide to us. To summarize key terms of the Virus Eraser Privacy Policy: Information collected in Virus Eraser accounts may include name, e-mail address, age, gender, location information, Product and service information, purchase information and credit card billing information. The information may be stored locally in cookies on a user’s personal computer and on Virus Eraser servers and is sent to and from such servers as part of routine Product communications that enable Virus Eraser Products functionality.

Virus Eraser uses this information to:

- 1 - Verify access rights to services or software and automated updates.
- 2 - To provide you with information about Products, services, news and events.
- 3 - To allow you to purchase and download Products and services.
- 4 - To provide you with promotions and special offers we feel you may be interested in based on content preferences and other information you provide to us.
- 5 - For license reporting, billing, royalty payments and assessment of service levels.

6 - To better understand on an aggregated basis how our Products and/or web sites are used.

This information is treated according to the Virus Eraser Privacy Policy. If you have questions about our Privacy Policy, please e-mail us at [Virus-Eraser.com](mailto:Virus-Eraser.com)

You are responsible for maintaining the confidentiality of your password and account information. You are responsible for all activities that occur in your account and you agree to notify Virus Eraser immediately of any unauthorized account use. Virus Eraser is not responsible for any loss that you may incur as a result of any unauthorized use of your user account and password.

### **AFFILIATES & RESELLERS**

In no case will Virus Eraser, Inc. be liable for any acts or policies of its Affiliates or Resellers.

### **E-MAIL & TELEPHONE NOTIFICATION.**

To let you know what new Services are available, from time to time, Virus Eraser will send you e-mail or contact you by telephone describing the latest upgrades or promotions and how to get access to them. You agree that as a subscriber, Virus Eraser may contact you via the e-mail address or telephone number you provide. Because this e-mail or this telephone communication may be necessary, you will receive a transactional email (a receipt, licence key, invoice or other important informational messages) or a telephone call of the same nature even if you have opted out of receiving *promotional* e-mails or telephone calls from Virus Eraser. You may always opt out in the case of promotional e-mails and calls by clicking on the link at the footer of the e-mail or requesting the same by contacting customer service. At [virus-eraser.com](http://virus-eraser.com).

### **TITLE.**

Title, ownership, rights, and intellectual property rights in and to the Products or Services shall remain in Virus Eraser and/or its suppliers. The Products or Services are protected by the copyright laws of the United States and other countries, and by international copyright treaties. Title, ownership rights and intellectual property rights in and to the Products accessed through the Services shall be retained by the applicable Content owner and may be protected by applicable copyright or other laws.**DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY.**

**THE SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIRUS ERASER FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES OR CONTENT REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIRUS ERASER OR ITS SUPPLIERS BE**

LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, OR THE CONTENT EVEN IF ISSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ISSS RELATED TO THIS AGREEMENT OR THE SERVICES SHALL BE CANCELLATION OF THE VIRUS ERASER SERVICES. IN THE EVENT A COURT AWARDS DIRECT DAMAGES DESPITE THE FOREGOING, SUCH DAMAGES SHALL NOT EXCEED THE LESSER OF \$1.00 OR THE AMOUNT YOU PAID. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. VIRUS ERASER DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY CONTENT PROVIDED BY OR THROUGH VIRUS ERASER.

**NO ASSIGNMENT.**

This Agreement may not be assigned without Virus Eraser's express written consent.

**IMPORTANT-MISCELLANEOUS.**

Arbitration & Jurisdiction. You and Virus Eraser agree that the exclusive remedy for all disputes and claims relating in any way to, or arising out of, this Agreement, the Services, or your use of the Services (including the arbitration of any claim or dispute and the enforceability of this paragraph), or to any other alleged act or omission by you or Virus Eraser toward the other, shall be final and binding arbitration. **Transactions processed by UK company, Virus Eraser Limited, will be governed by UK law and transactions processed by Florida company, Virus Eraser Inc, will be governed by the law of Florida.** You and Virus Eraser also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. You and Virus Eraser may litigate in court only to compel arbitration under this License Agreement or to confirm, modify, vacate or enter judgment on the award rendered by the arbitrators. To the extent that you have breached or have indicated your intention to breach this Agreement in any manner which violates or may violate Virus Eraser's intellectual property rights, or may cause continuing or irreparable harm to Virus Eraser (including, but not limited to, any breach that may impact Virus Eraser's intellectual property rights, or a breach by reverse engineering), Virus Eraser may seek injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. You and Virus Eraser must commence an arbitration by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period (If applicable law prohibits a one-year limitations period for asserting claims, the claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law.). To the fullest extent permitted by applicable law: no arbitration under this License

Agreement shall be joined to an arbitration involving any other current or former licensee of Virus Eraser, whether through class arbitration proceedings or otherwise; no finding or stipulation of fact in any other arbitration, judicial or similar proceeding may be given preclusive or collateral estoppel effect in any arbitration hereunder (unless determined in another proceeding between you and ISSS); and no conclusion of law in any other arbitration may be given any weight in any arbitration hereunder (unless determined in another proceeding between you and Virus Eraser). This Agreement shall be governed by the laws of the State of Florida and the Federal Arbitration Act, without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the State of Florida.

**Complete Agreement.**

This Agreement shall constitute the complete and exclusive agreement between us, notwithstanding any variance with any purchase order or other written instrument submitted by you, whether formally rejected by Virus Eraser or not. The acceptance of any purchase order you place is expressly made conditional on your consent to the terms set forth herein. The terms and conditions contained in this Agreement may not be modified by you except in a writing duly signed by you and an authorized representative of Virus Eraser. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

