



## TREND MICRO APPLICATION TERMS AND CONDITIONS

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- 2) **INSTALLATION AND USE FOR MAC APPLICATIONS.** You may install and use one copy of the Application on Mac products that you own or control for non-commercial purposes.
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  - a) The Application is licensed and not sold. Trend Micro owns the title and intellectual property rights to the Application and any related documentation, and reserves all rights not expressly granted to you in this Agreement. You agree that you will not rent, loan, lease or otherwise make commercial use of the Application. You agree not to attempt to reverse engineer, decompile, modify, translate, disassemble, discover the source code of, or create derivative works from, any part of the Application or authorize others to undertake any of these acts.
  - b) You may not, and may not cause or permit others to use the Application to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations.
- 4) **PAID SUBSCRIPTION.** Some features of the Application may only be available to you on a paid basis. The subscription term is set forth in the written (electronic or otherwise) acceptance/entitlement confirmation issued by Trend Micro to you (“**License Certificate**”) and such subscription term shall automatically renew unless you cancel it. You will be charged subscription fees plus any applicable taxes until your subscription is canceled or terminated. In order to have access to paid features, you must create an account with Trend Micro. By creating such account, you consent to allow the applicable app store (i.e. iTunes, Google Play) to charge your credit card for the amounts due for the paid feature(s) and for additional subscription periods until your account is canceled or terminated.
- 5) **ADDITIONAL TERMS FOR MAC APPLICATIONS.** If you download the Application for Mac products, you acknowledge and agree that: (i) this Agreement is between you and Trend Micro, and not with Apple; (ii) Apple has no obligation to furnish maintenance and support services or handle any warranty claims; (iii) Apple is not responsible for addressing any claims you or any third party have



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**6) PRIVACY AND DATA PROTECTION REGULATIONS.**

**(A) GENERAL.** The use of the Application may be subject to privacy and/or data protection laws or regulations in certain jurisdictions. You are responsible for determining how and if you need to comply with those laws or regulations. In connection with you or your household's registration, request for, installation and/or use of the Application, and/or any Trend Micro's products or services, Trend Micro processes personal or other data (some of which may be automatically forwarded to Trend Micro by such Application, products or services) for the purposes of, among other things, registering or checking/validating licenses for and providing or supporting Trend Micro's products or services as stated in our Global Privacy Notice for products and services, which is available [trendmicro.com/privacy](https://trendmicro.com/privacy). Such data may be transferred to servers of Trend Micro and its suppliers outside your jurisdiction (including outside the European Economic Area), as is more fully described in our Global Privacy Notice.

**(B) DATA COLLECTION - GLOBAL.** We state and you understand that Application licensed hereunder may contain features and/or functionality that collect, upload, forward, use, and/or store your data (some of which may be personal data, personal information or personally identifiable information under applicable laws) that is necessary to permit Trend Micro to, among other things provide the features and functionality of the Application as is more fully described in our Global Privacy Notice.

**7) CONSENT TO ELECTRONIC COMMUNICATIONS.** Trend Micro may be required to send you legal notices and other communications about the Application and subscription services or our use of the information you provide us (“**Communications**”). Trend Micro will send Communications via in-product notices or via email to your registered email address, or will post Communications on its sites. By accepting this Agreement, you consent to receive all Communications through these electronic means only and acknowledge and demonstrate that you can access Communications on sites.

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**9) NO LIABILITY FOR CONSEQUENTIAL DAMAGES.**

**(A) TREND MICRO DOES NOT SEEK TO LIMIT OR EXCLUDE ITS LIABILITY IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD**



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**(B)** SUBJECT TO SECTION (A) ABOVE, IN NO EVENT SHALL TREND MICRO BE LIABLE TO YOU (i) FOR ANY LOSSES WHICH WERE NOT REASONABLY FORSEEABLE AT THE TIME OF ENTERING INTO THIS AGREEMENT OR (ii) FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND OR FOR LOST OR CORRUPTED DATA OR MEMORY, SYSTEM CRASH, DISK/SYSTEM DAMAGE, LOST PROFITS OR SAVINGS, OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE, MISUSE OR INABILITY TO USE APPLICATION, OR (iii) ANY DAMAGES IN EXCESS OF USD\$50.00. THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF TREND MICRO OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY.

- 10) **SUPPORT SERVICES.** For paid features, you may be entitled to support services during your subscription term. Please visit <https://helpcenter.trendmicro.com/en-us/> for additional information.
- 11) **EXPORT CONTROL.** The Application is subject to export controls under the U.S. Export Administration Regulations. Therefore, the Application may not be exported or re-exported to entities within, or residents or citizens of, embargoed countries or countries subject to applicable trade sanctions, nor to prohibited or denied persons or entities without proper government licenses. You are responsible for any violation of the U.S. export control laws related to the Application. By accepting this Agreement, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Application.
- 12) **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.
- 13) **TERMINATION.** Trend Micro may terminate your rights under this Agreement immediately and without notice if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to delete or destroy all copies of the Application and stop using the Application. You may terminate this Agreement at any point by destroying or deleting all copies of the Application. Trend Micro reserves the right to suspend or terminate your access or use of the Application to prevent unauthorized access to or use of, or the misuse or inappropriate use of the Application.
- 14) **GOVERNING LAW/JURISDICTION.** This Agreement will be governed by and construed in accordance with the laws of the State of California and the United States, without giving effect to the conflict of laws' provisions of California or your actual state or country of residence. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement under the laws of any country. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. Without limiting its rights and remedies at law and equity, Trend Micro shall have the right to seek an injunction and similar equitable relief in any appropriate forum to stop and/or prevent any



unauthorized use or distribution of the Application and/or intellectual property rights contained in the Application.

- 15) GENERAL.** This Agreement is the entire agreement between you and Trend Micro and supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found invalid, that finding will not affect the validity of the remaining parts of this Agreement. Trend Micro may assign or subcontract some or all of its obligations under this Agreement to qualified third parties or its affiliates and/or subsidiaries, provided that no such assignment or subcontract shall relieve Trend Micro of its obligations under this Agreement.
- 16) QUESTIONS.** Visit <https://helpcenter.trendmicro.com/en-us/> if you have a question about the Application. Direct all questions about this Agreement to: [legal\\_notice@trendmicro.com](mailto:legal_notice@trendmicro.com).

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