Terms and Conditions ("Terms")

Before You accept courtesy case or temporary technical support from Symantec ("Courtesy Support"), carefully read these Terms including the Exclusion of Warranty and Liability, below. By requesting and/or accepting Courtesy Support, You are (1) representing that You are over the age of eighteen (18) and have the capacity and authority to bind Yourself and Your organization, as applicable, to these Terms; and (2) consenting to on behalf of Yourself and/or as an authorized representative of Your organization, as applicable, to be bound by these Terms. If You do not agree to all of the Terms, or do not represent the foregoing, do not request and/or receive or accept Courtesy Support; otherwise, Your agreement will be deemed if You do request and/or receive or accept Courtesy Support. As used in these Terms, “You” means the individual submitting the request for Technical Support, as defined below, and/or the employer of such individual.

These Terms apply if You have requested technical support for a Symantec product ("Technical Support") from Symantec, and You do not have a current Maintenance entitlement in place to receive such Technical Support at the time of the request. Symantec is willing to provide Courtesy Support subject to these Terms. Additionally, any Courtesy Support will be provided pursuant to Symantec’s then-current Maintenance/Support policies available at https://support.symantec.com/en_US/article.TECH236428.html or successor URL, subject, however, to these Terms. These Terms shall govern in the event of a conflict between these Terms and the Maintenance/Support Policies.

TERMINATION. Symantec reserves the right to terminate the provision of Courtesy Support at any time at its sole discretion.

EXCLUSION OF WARRANTY AND LIABILITY. SYMANTEC AND ITS VENDORS AND LICENSORS MAKE NO WARRANTIES OF ANY KIND WITH REGARD TO THE COURTESY SUPPORT PROVIDED HEREUNDER. SYMANTEC AND ITS VENDORS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE COURTESY SUPPORT INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SYMANTEC OR ITS VENDORS OR LICENSORS BE LIABLE FOR (i) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR (ii) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF COURTESY SUPPORT.

MAINTENANCE RENEWAL. In the event that You renew Your Maintenance, the then-current Technical Support Terms and Conditions will apply at the start date of such renewal and will supersede these Courtesy Terms, including for any ongoing Courtesy Support case which is in progress at the time of such renewal. Current Technical Support Terms and Conditions are available at https://support.symantec.com/en_US/article.TECH236428.html, or successor URL.
GOVERNING LAW; SEVERABILITY; WAIVER. These terms and conditions shall be governed by and construed in accordance with (a) the laws of the State of California, if You are located in Americas; or (b) the law of England and Wales, if You are located elsewhere. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of these Terms is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these Terms shall remain in full force and effect. A waiver of any breach or default under these Terms shall not constitute a waiver of any other right for subsequent breach or default.

BY ACCEPTING COURTESY SUPPORT, YOU AGREE TO RECEIVE SUCH COURTESY SUPPORT IN ACCORDANCE WITH THESE TERMS.