

Aktivierung der Sophos Home Premium – HomeUse Lizenz

Weitere Dokumente:

- „Sophos Privacy Notice“
- „Sophos Consumer Terms of Service“

Sophos Group Privacy Notice

General

This is the privacy notice of Sophos Limited and its subsidiaries.

This document was last updated on 10 February 2022.

We are committed to safeguarding the privacy of your personal data. Please read the following privacy notice to understand how we collect and use your personal data, for example when you contact us, visit or use one of our websites, mobile applications, portals, or other parts of our network (each a “Site”), apply for a job, or use our products and services, regardless of how you access them. This privacy notice also explains the rights available to you in respect of your personal data.

- [What personal data do we collect, how do we collect it, and why?](#)
- [Other specific ways we collect and use your personal data](#)
- [Legal basis for processing personal data](#)
- [With whom might we share your personal data](#)
- [International transfers of data](#)
- [Data retention](#)
- [Use by children](#)
- [Automated decision-making](#)
- [Your data protection rights](#)
- [Links](#)
- [Security](#)
- [California privacy rights](#)
- [Data Processing Agreement](#)
- [Contact](#)
- [Notification of changes](#)

What personal data do we collect, how do we collect it, and why?

Data that you provide voluntarily to us

When you use our Site, products or services, or you otherwise communicate with us, we may ask you to provide certain personal data voluntarily, including but not limited to your name, company position, postal address, telephone number, mobile number, fax number, email address, credit card or other payment details, age or date of birth, account usernames, passwords, or gender. For example, we may ask you to provide some or all of this personal data when you register an account with us, subscribe to our marketing communications, purchase products or services, and/or submit enquiries to us. We use this information to create and administer your account, send you marketing communications, provide you with the products and services you request, and to respond to your enquiries. In general, the personal data that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal data.

Data collected automatically

When you use our Site, products, or services, we may collect certain data automatically from your computers or devices (including mobile devices). The data we collect automatically may include your IP address (explained further below), device type, operating system details, unique device identification numbers (including mobile advertising identifiers), browser-type, browser language, operating system, geographic location (as explained further under the heading "[Location information](#)") and other technical information. We may also collect data about how your device has interacted with our Site, products or services, including the pages or features accessed and links clicked, the amount of time spent on particular pages, mouse hovers, the date and time of the interaction, error logs, referring and exit pages and URLs, and similar information. Collecting this data enables us to better understand the visitors who use our Site, products, and services, including where they come from and what features are of interest to them. We use this information for our internal analytics purposes, and to improve the quality, relevance, and security of our Site, products and services.

For example, every time you connect to the Site, we store a log of your visit that shows the unique number your machine uses when it is connected to the Internet - its IP address. This log tells us what your machine has looked at, whether the page request was successful or not, and which browser your machine used to view the pages. This data is used for statistical purposes as well as to help customize the user experience as you browse the Site and subsequently interact with Sophos. This helps us to understand which areas of the Site are of particular interest, which pages are not being requested, and how many people are visiting the Site in total. It also helps us to determine which products and services may be of specific interest to you. We may also use this information to block IP addresses where there is a breach of the terms and conditions for use of the Site.

Some of the data may be collected automatically using tracking technologies, as explained further under the heading "[Cookies and similar tracking technology](#)".

Data that we obtain from third party sources

From time to time, we may receive personal data about you from third party sources (including without limitation recruitment agencies, credit check agencies, agencies providing compliance

checks, lead generation providers, resellers, and other partners who sell our products and services to you), but only where such third parties have confirmed that they have your consent or are otherwise legally permitted or required to disclose your personal data to us.

The types of information we collect from third parties include contact details, CVs, credit history, and order information, and we use the information we receive from these third parties to assess your suitability for a job position, carry out compliance checks required under applicable law (such as anti-bribery and corruption checks), make credit decisions, maintain and improve the accuracy of the records we hold about you, and market our products and services to you.

We also receive information from other members of the industry that forms part of or otherwise helps us to develop, test, and enhance our own product offering (for example spam lists, malicious URL lists, and sample viruses), some of which could contain personal data (where permitted by applicable law).

We may combine information that we collect from you with information about you that we obtain from such third parties.

Data collected through our products and services

We use data that we collect from products and services for the purposes for which you provided it, usage and audience counts, monitoring the performance and effectiveness of the products/services, monitoring compliance with our terms and conditions, enabling compatibility with third party operating systems/products/services, planning future roadmap strategy, planning product/service/feature lifecycles and retirements, conducting spam, threat and other scientific research, developing new products and services, enhancing existing products and services, troubleshooting product issues, generating statistics, reporting, and trend analysis. This may include incidental personal data (for example usernames, machine IDs, domain names, IP addresses, file names, and file paths).

Our products and services may collect further additional personal data about you beyond the data described in this privacy policy, or use your personal data in ways that are different to or in addition to those described in this privacy policy. We provide a [Product Privacy Information page](#) that explains how our products and services collect and use personal data. Please review the relevant section of the Product Privacy Information page for the product or service you are using to ensure that you are fully informed.

Cookies and similar tracking technology

A cookie is a piece of text that gets entered into the memory of your browser by a website, allowing the website to store information on your machine and later retrieve it.

Our Site, products, and services may use cookies, unique device identifiers (like Apple ID For Advertisers on iOS devices, and Android Advertising ID on Android devices), and other tracking technologies (collectively, "Cookies") to distinguish you from other users and better serve you when you return to the Site, product, or service, and to monitor and analyse the usage of the Site,

product, or service. Cookies also enable us and our third party partners to track and target the interests of our users to enhance the onsite or in-product experience through content, features, and advertisements.

We, along with our service providers, may also use other Internet technologies, such as Flash technologies, Web beacons or pixel tags, and other similar technologies, to deliver or communicate with cookies and track your use of the Site, product, or service, as well as serve you ads and personalize/customize your experience when you are using our Site, product, or service and/or when you are on other websites where those cookies can be accessed. We may also include Web beacons in email messages, newsletters, and other electronic communications to determine whether the message has been opened and for other analytics, personalization, and advertising. As we adopt additional technologies, we may also gather additional information through other methods. This practice is explained further under the heading "[Marketing and promotions](#)".

As explained above, we occasionally share information you have provided to us with service providers, who will de-identify the information and associate it with cookies that enable us to reach you. We may also help these service providers place their own cookies, by deploying a cookie that is associated with a 'hashed' value associated with interest-based or demographic data, to permit advertising to be directed to you on other websites, applications or services.

Most browsers automatically accept cookies, but you can modify your browser setting to decline cookies by visiting the Help portion of your browser's toolbar. If you choose to decline cookies, please note that your ability to sign in, customize, or use some of the interactive features of our Site, product, or service may be impeded, and the advertisements you see may not be as relevant to you.

For more information about the cookies that we use, please refer to our [Cookie Information](#) page.

Location information

We may collect different types of information about your location, including general information (for example IP address or ZIP code) and more specific information (for example GPS-based functionality on mobile devices when used to access a Site, product, or service). This information may be used to customize the services provided to you, such as location-based information, advertising, and features. In order to do this, your location information may be shared with our agents, vendors, or advertisers. If you access the Services through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

Other specific ways we collect and use your personal data

Job applications

If you are making a job application or inquiry, you may provide us with a copy of your CV or other relevant information. We may use this information for the purpose of assessing your application or

inquiry. We may also keep this information on file to contact you about future opportunities, unless you ask us not to do this.

Partner portal

Our resellers, distributors, and other partners may visit our partner portal Site. We may use the information provided on that Site for partner relationship management, billing, forecasting, trend analysis, renewal management, marketing, and in order to sell and provide the products and services.

Account management

If you obtain products or services from us, we may use your contact details and (where applicable) payment information for the purposes of (i) providing training, customer support, and account management, (ii) order processing and billing, (iii) verifying your usage of the products and services in accordance with the terms and conditions of your agreement with us, (iv) carrying out checks for export control, anti-bribery, anti-corruption, the prevention of modern slavery, and other compliance purposes in accordance with requirements under applicable law; (v) contacting you (including by email communication) regarding license expiry, renewal, and other related notices, and (vi) maintaining our company accounts and records.

Market research and surveys

If you participate in surveys, we may use your personal data for our internal business analysis and training purposes in order to improve our understanding of our users' demographics, interests and behaviour, to measure and increase customer satisfaction, and to improve our products and services.

Competitions, contests, promotions

If you participate in a competition, contest, or promotion conducted by us or on our behalf, we may use your personal data in order to administer such competition, contest, or promotion. We may also use your personal data as explained further under the heading "[Marketing and promotions](#)".

Chat rooms

Please be careful and responsible whenever you are online. Should you choose to voluntarily disclose information to open areas of our Site, such as via the Sophos Community, online help, or other chat rooms, that information can be viewed publicly and may be collected and used by third parties without our knowledge or consent, and may result in unsolicited messages from other individuals or third parties.

Marketing and promotions

We (or our resellers or other selected third parties acting on our behalf) may contact you from time to time in order to provide you with information about products and services that may be of interest

to you. Such communications may contain tracking technology that tells us whether you opened the communication and whether you followed the hyperlinks within the communication, in order to help us analyse the effectiveness of, monitor, and improve our marketing campaigns. All marketing communications that we send to you will respect any marketing preferences you have expressed to us and any consent obligations required under applicable privacy and anti-spam rules. You have the right to ask us not to process your personal data for certain or all marketing purposes, but if you do so, we may need to share your contact information with third parties for the limited purpose of ensuring that you do not receive marketing communications from them on our behalf.

Network monitoring

We may collect logs and other data about access to and traffic passing through our network and equipment for the purposes of availability and performance monitoring, maintenance, security monitoring and investigations, conducting spam, threat and other scientific research, new product and service development, the enhancement of existing products and services, generating statistics, reporting, and trend analysis.

Sample submissions

We collect information about suspected spam, suspected malicious files, and files that may be unwanted or undesirable for our customers (for example file names, URLs, file paths, hashes, and file samples) that are (i) received by our own network and equipment, and (ii) voluntarily submitted via our products and services or our Site submission pages. We use this information for spam, threat and other scientific research, new product and service development, the enhancement of existing products and services, generating statistics, reporting, and trend analysis.

Legal basis for processing personal data

Our legal basis for collecting and using personal data will depend on the personal data concerned and the specific context in which we collect it.

However, we will normally collect personal data from you only where we need the personal data to perform a contract with you, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms, or where we have your consent to do so. In some cases, we may also have a legal obligation to collect personal data from you or may otherwise need the personal data to protect your vital interests or those of another person.

If we collect and use your personal data in reliance on our legitimate interests (or those of any third party) other than as described in this privacy policy, we will make clear to you at the relevant time what those legitimate interests are.

If you have questions about or need further information concerning the legal basis on which we collect and use your personal data, please contact us using the contact details provided under the "[Contact](#)" heading.

With whom might we share your personal data

We may transfer or disclose your personal data to the following categories of recipients:

- to [our group companies](#), third party services providers, suppliers, agents, and other organisations who provide data processing services to us (for example, to support the delivery of, provide functionality on, or help to enhance the security of our Site, products, or services), or who otherwise process personal data on our behalf for purposes that are described in this privacy policy or notified to you when we collect your personal data (such as advertising, sweepstakes, analytics, research, customer support, fraud prevention, and legal services);;
- to our authorised resellers, distributors, and other channel partners in order to process your order or sales enquiry, manage your subscription, provide technical or customer support, advise of upcoming product or service subscription expiry and renewal dates, or as otherwise notified to you when we collect your personal data;
- a subset of our threat intelligence data to selected reputable members of the IT security industry for the purpose of anti-spam and security threat research;
- to any government department, agency, court or other official bodies where we believe disclosure is necessary (i) as a matter of applicable law or regulation (such as in response to a subpoena, warrant, court order, or other legal process), (ii) to exercise, establish, participate in, or defend our legal rights, or limit the damages we sustain in litigation or other legal dispute, or (iii) to protect your vital interests, privacy, or safety, or those of our customers or any other person;
- to a potential or actual buyer or transferee (and its agents and advisers) in connection with any proposed or actual transfer of control, purchase, merger, reorganisation, consolidation, or acquisition of any part of our business, provided that we inform the buyer or transferee it must use your personal data only for the purposes disclosed in this privacy policy;
- to any other person with your consent to the disclosure.

Except as set out above, we will not disclose your personal data save where we need to do so in order to enforce this privacy policy, our End User License Agreement, our rights generally, or where required or permitted by applicable local or foreign law.

Whenever we share personal data, we take all reasonable steps to ensure that it is treated securely and in accordance with this privacy policy. This may include without limitation aggregating or de-identifying information so that it is not intended to be used by the third party to identify you.

Data Transfers

As a global company, we and our service providers operate, and our Site, products, and services are accessed from, all over the world. When you give us personal data, that data may be used, processed, or stored anywhere in the world, including in countries that have data protection laws that are different to the country in which you reside.

However, we have taken appropriate safeguards to require that your personal data will remain protected in accordance with this privacy policy. For example, these include implementing the European Commission's Standard Contractual Clauses (SCCs) for transfers of personal data between our group companies, which require all group companies to protect personal data they process from the European Economic Area in accordance with European Union data protection law. We have implemented similar appropriate safeguards with our third party service providers, and further details can be provided upon request by contacting us using the contact details provided under the "[Contact](#)" heading.

Data retention

We retain personal data we collect from you for as long as necessary for the purposes for which the personal data was collected or where we have an ongoing legitimate business need to do so (for example, to provide you with a product or service you have requested, to ensure that transactions can be processed, settled, refunded, charged back, or to identify fraud), or to comply with applicable legal, tax, or regulatory requirements. Even if you close your account, we will retain certain information in order to meet our obligations.

When we have no ongoing legitimate business need to process your personal data, we will either securely destroy, erase, delete or anonymise it, or if this is not possible (for example, because your personal data has been stored in backup archives), then we will securely store your personal data and isolate it from any further processing until deletion is possible.

Use by children

The Site, the products, and the services are not intended for persons under the age of 16. By using the Site, product, or service, you hereby represent that you are at least 16 years old.

Automated decision-making

In some instances, our use of your personal data may result in automated decisions being taken that legally affect you or similarly significantly affect you.

Automated decisions mean that a decision concerning you is made automatically on the basis of a computer determination (using software algorithms), without our human review. For example, our products and services use automated decisions to determine whether a domain, URL, or IP address is sending spam or malicious content in order to protect our customers from unwanted or undesirable content. We have implemented measures to safeguard the rights and interests of individuals whose personal data is subject to automated decision-making, including controlled product releases and regular quality assessments.

When we make an automated decision about you (for example if we block a domain, URL, or IP address used by you), you have the right to contest the decision, to express your point of view, and to require a human review of the decision. You can exercise this right by contact us using the contact details provided under the "[Contact](#)" heading.

Your data protection rights

You have the following data protection rights:

- You can access, delete or request portability of your personal data by completing [this form](#).
- You may also ask us to correct or update your personal data, object to processing of your personal data, or ask us to restrict processing of your personal data using the contact details provided under the "[Contact](#)" heading
- You have the right to opt-out of marketing communications we send you at any time. You can usually exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Alternatively, or to opt-out of other forms of marketing (such as postal marketing or telemarketing), then please contact us using the contact details provided under the "[Contact](#)" heading.
- If we have collected and process your personal data with your consent, then you can withdraw your consent at any time by contacting us using the contact details provided under the "[Contact](#)" heading. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal data conducted in reliance on lawful processing grounds other than consent.
- You have the right to complain to a data protection authority about our collection and use of your personal data. For more information, please contact your local data protection authority.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

Links

This privacy policy applies to personal data collected by us. If we provide a link to a third party site (whether through our Site, a product or service, or in an e-mail we send you), please be aware that we are not responsible for the content or privacy practices of such third party site. We encourage our users to be aware when they leave our Site, and to read the privacy policy of other sites that collect personal data. We are not liable for any disputes, loss, or damage that may arise from or in connection with your use of such third party sites.

Security

While we strive to protect your personal data, no data transmission or storage can be guaranteed as 100% secure. We endeavour to protect all personal data using reasonable and appropriate physical, administrative, technical, and organisational measures, and in accordance with our internal security procedures and applicable law. These safeguards vary based on the sensitivity of the information that we collect, process, and store, and the current state of technology.

If you have been given or have created log-in details to provide you with access to certain parts of our Site (for example our partner portal), you are responsible for keeping those details confidential in order to prevent unauthorised access to your accounts.

California privacy rights

California Online Privacy Protection Act Notice Concerning Do Not Track Signals

Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. DNT is a way for users to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. We do not recognize or respond to browser-initiated DNT signals, as the Internet industry is currently still working toward defining exactly what DNT means, what it means to comply with DNT, and a common approach to responding to DNT. To learn more about Do Not Track, you can do so [here](#).

Your California privacy rights

California law permits users who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their 'personal information' (if any, and as defined under applicable California law) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those parties. If you are a California resident and would like to request this information, please submit your request using the contact details provided under the “[Contact](#)” heading.

Data Processing Agreement

If the provision of products and/or services constitutes processing by Sophos of personal data as processor under applicable data protection laws, Sophos’ obligations are documented in the Sophos Data Processing Addendum (“[DPA Addendum](#)”). The DPA Addendum is incorporated by reference into our agreements with our Customers, Managed Service Providers and OEM partners. If you require a signable Data Processing Agreement (“DPA”), you can countersign our pre-signed version [here](#).

Please note, Sophos will not sign a Data Processing Agreement with its distributors and resellers, unless they are using Sophos products. Order data from end customers that is provided by distributors/ resellers to Sophos is received by Sophos in its capacity as a data controller.

Contact

This is the website of Sophos Limited, a company registered in England and Wales under company number 2096520, whose registered office is at The Pentagon, Abingdon Science Park, Abingdon, Oxon, OX14 3YP, United Kingdom, and whose VAT registration number is 991 2418 08. Sophos Limited is the controller of personal data collected under this privacy policy (unless we indicate otherwise).

We have appointed individuals who are responsible for the protection and security of your personal data. If you have any questions, comments, concerns, grievances, or complaints about this privacy policy or the manner in which we treat your personal data, or if you want to request any information about your personal data or believe that we are holding incorrect personal data on you, please contact our Data Protection and Privacy team at dataprotection@sophos.com.

If you wish to unsubscribe from marketing communications, please email unsubscribe@sophos.com.

Notification of changes

We reserve the right to amend or vary this policy from time to time to reflect evolving legal, regulatory, or business practices. When we update our privacy policy, we will take appropriate measures to inform you, consistent with the significance of the changes we make (which, for minor changes, may include posting the revised privacy policy to our Site with immediate effect). Please check this page periodically for changes. We will obtain your consent to any material privacy policy changes if and where this is required by applicable data protection laws.

You can see when this privacy policy was last updated by checking the “last updated” date displayed at the top of this privacy policy under the “[General](#)” heading.

Sophos Consumer Terms of Service

Effective Date: January 15, 2022

IMPORTANT NOTICE: THIS SOPHOS CONSUMER TERMS OF SERVICE IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN [SECTION 10](#). PLEASE READ IT CAREFULLY AS IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for selecting software and services offered by Sophos Limited (referred to as “Sophos,” “we,” “us,” “our”). Sophos provides certain software and services (software and services collectively referred to as the “Services”), use of any of the Services is subject to the Sophos Terms of Service (the “Terms”).

PLEASE READ THESE TERMS CAREFULLY, AS THEY GOVERN YOUR USE OF THE SERVICES. THESE TERMS FORM A LEGAL AGREEMENT BETWEEN YOU AND SOPHOS. YOU AGREE TO BE BOUND BY THESE TERMS BY EITHER: (1) CLICKING “I AGREE,” INDICATING ACCEPTANCE ELECTRONICALLY; (2) INSTALLING OR ACCESSING OR USING THE SOFTWARE AND/OR SERVICES VIA OUR WEBSITE; OR (3) CREATING AN ACCOUNT FOR THE SERVICES. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THE SERVICES.

1. Privacy. Your privacy is important to us. Please review the [Sophos Privacy Notice](#) to understand how and why we collect, use, and share your personal data through our websites and Services and how you can exercise your rights on your personal data.

2. Access and Use of the Services

2.1 Your Rights to Use the Services. The Services are solely for your personal and non-commercial use. We grant you a limited, non-exclusive, non-transferable, license to access and use the Services you have subscribed to and as permitted by these Terms. Except for this limited license, no other right, title, or interest are transferred to you. Certain Services may use or provide content, which includes any data, information, code, video, images, text, software, music, sound, photographs, graphics, messages, features, or other materials (“Content”). You will have access to the applicable Content during your subscription.

2.2 Restrictions on Use of the Services. You agree not to, nor permit any third party to: (a) use the Services in a manner that violates any applicable law, regulation or these Terms; (b) reproduce, modify, copy, sell, trade, lease, rent or resell the Services; (c) decompile, disassemble, or reverse engineer the Services; (d) circumvent any technical protection measures in the Services; (e) use a multi-user Service to track and monitor any other person without their consent; (f) violate the rights of others or harm others; (g) install the Services on more devices than you are permitted to (including by failing to delete the Services from a device before you sell or transfer ownership of it); (h) exceed any applicable content storage or bandwidth limitation; (i) interfere with anyone else’s use of the Services; (j) continue to use

the Services after your rights to use the Services have expired or been terminated; or (k) use the Services for any illegal or fraudulent purposes. Additionally, if you are blocked by Sophos from accessing or using the Service (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

2.3 Eligibility. You must be 18 or older to purchase our Services. Users under the age of majority in the applicable jurisdiction may only use the Services with the consent of a parent or legal guardian who has accepted these Terms.

2.4 Registration. You will need an account to access and use the Services. You must provide and maintain accurate, current, and complete information. Some Services may allow you to register your family members (including, but not limited to a parent, child or minor, spouse or domestic partner) or their devices to use the Services. If you are enrolling a family member, you agree that the information you provide to us about yourself or the family member is true and accurate and that you are duly authorized to provide us this information, and to monitor their accounts, on their behalf. You further agree to these Terms on their behalf. If the authorization from a family member is revoked, you agree to promptly remove that member's device and/or information from the Services.

2.5 Securing Your Account. You are solely responsible for any and all activities that occur under your account, and for ensuring that you keep your username and password safe. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services.

3. Subscriptions and Fees

3.1 Free Services. We may sometimes offer certain Services (including any pre-release or beta features) free of charge. These Terms apply to such free Services too, unless we have specified otherwise in the applicable website. Some limitations may apply, and we will let you know what these are when we make the free Services available to you. You can use free Services for as long as we make them available. Without limiting any other provision of these Terms, free Services are provided on an "as is" basis and you acknowledge and agree that all use of such free Services at your sole risk.

3.2 Free Trials; Special Offers. We may offer Services on a free trial basis ("Free Trial") for a period of time specified at our discretion. If we offer you a Free Trial, the specific terms of your Free Trial will be provided at signup and/or in the promotional materials describing the Free Trial, and your use of the Free Trial is subject to your compliance with such specific terms. Except as may otherwise be provided in the specific terms for the Free Trial offer, Free Trials are only available to users who have not previously subscribed to the Services in connection with which the Free Trial is being offered. We reserve the right to modify or terminate Free Trials at any time, without notice and in our sole discretion. Unless you cancel before the expiration of your Free Trial, your paid subscription may automatically begin at the then-applicable published price. You may not receive a separate notice that your Free Trial is

about to end or has ended, or that your paid subscription has begun. If we offer any special offer, your subscription will automatically renew at the currently published price after the expiration of the special offer unless cancelled by you in a timely manner.

3.3 Automatic Renewal. Your subscription to the Services will be automatically renewed (subject to applicable law) for another subscription period of equal length (for example, monthly or annually) and at the then-current price for such subscription, unless otherwise stated in the terms of an applicable special offer. You acknowledge that billing may not occur on the same date of each month, depending on when you signed up for the Services. By way of example, if you sign up for a monthly subscription on July 31, you will be billed on/near August 31, September 30, etc.). We reserve the right to change the terms of your subscription, including price, from time to time. We will attempt to give you advance notice of any such price changes prior to the next billing cycle, but we will not be able to notify you of any changes in applicable taxes. Any price change will take effect at the next subscription renewal date. If you do not wish to accept a price change, you may cancel your subscription. Additional cancellation or renewal terms may be provided to you on the website for the Services.

3.4 Payment Method. You represent and warrant that the payment information you provided is accurate and that you are authorized to use the payment method provided. If you do not pay any fees when due, or if your payment information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we or our service provider(s) may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us or our service provider(s) to continue billing your account with the updated information. If you enter into a new transaction for the Services, including restarting your subscription, adding Services or changing Services, you agree that we or our service provider(s) may charge your payment method on file for the applicable subscription fees (and applicable taxes).

3.5 Money Back Guarantee. Certain Services may include a Money Back Guarantee if you are not satisfied for any reason. For such Services, you may receive a refund of the fees paid for any reason, within thirty (30) days of the date of purchase.

3.6 Cancellations. You may cancel your subscription to the Services at any time before the end of the current billing period or before the end of any Free Trial. Except as set forth in these Terms or as described on the applicable website at the time you make a purchase, all payments for Service subscriptions are non-refundable, and there are no refunds or credits for unused or partially used subscriptions even if you cancel a subscription during the subscription term. Upon cancellation you will be able to access the Services through the end of the subscription term, but you will not have any access to Services after the subscription term ends.

4. Intellectual Property Rights

4.1 Ownership Rights. The Services and the Content are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. As between us and you, we own and retain all right, title, and interest in and to the Services and the Content, including all applicable intellectual property rights.

4.2 Feedback. If you submit to us feedback and/or reviews, suggestions, comments, information, or ideas relating to the Services (“Feedback”), you acknowledge that Sophos and its affiliated companies will be entitled to the unrestricted use and dissemination of these Feedback for any purpose, commercial, or otherwise, without acknowledgment or compensation to you. You agree that any Feedback you provide to Sophos and/or its affiliated companies are non-confidential.

4.3 Copyright Complaints. It is our policy to respond to notices of alleged copyright infringement which may include, in appropriate circumstances and at our discretion, disabling a user’s ability to transmit and/or store material claimed to be the subject of infringing activity and/or terminating such user’s ability to use the Services. For more information, please review our [Digital Millennium Copyright Act \(“DMCA”\) Policy](#).

5. Third Party Content and Sites. The Services may include Content (as defined in [Section 2.1](#)) of third-parties, or may allow you to access Content on a third party website (“Third Party Content”). The Services may also provide, or third parties may provide, links or other access to third party sites and services (“Third Party Sites”). Such Third Party Content and Third Party Sites may be subject to third party terms of service and privacy policies. You should review such third party terms of service and privacy policies before accessing or using Third Party Content or Third Party Sites. We will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any Third Party Content and Third Party Sites.

6. Your Content. With respect to the Content (as defined in [Section 2.1](#)) you transmit, upload, or create using the Services or share with other users or recipients or any information you provide to us (collectively, “Your Content”), you grant us a non-exclusive, royalty-free license to use Your Content to perform our obligations (including to provide the Service and related support) and to exercise our rights under these Terms. Additionally, you acknowledge, consent, and agree that we may access, preserve, and disclose Your Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by law or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that Your Content violates the rights of third parties; and (4) to protect the rights, property, or personal safety of us, our agents and affiliates, our users, and the public. This includes exchanging information with other companies and organizations for fraud protection and spam/malware prevention, and similar purposes. You represent and warrant that Your Content: (i) does not infringe upon any intellectual property rights and rights of publicity, (ii) does not violate any third-party rights, (iii) is not illegal, tortious, false, inaccurate, or misleading and/or may be reasonably considered to be defamatory, libelous, hateful, offensive, unlawfully threatening, or unlawfully harassing to anyone or invasive of another’s privacy, or (iv) does not contain virus, Trojan horse, worm, or other disruptive or harmful software or data. We have no responsibility or liability for any of

Your Content and we have no obligation to retain your account or Your Content for any period of time beyond what may be required by applicable law, or as otherwise in our discretion.

7. Indemnity. To the fullest extent permitted by law, you agree to indemnify and hold Sophos and its affiliates and their officers, employees, directors and agents harmless from any from any and all claims, demands, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to your use of the Services, any of Your Content, your violation of these Terms, or your violation of any rights of another (collectively referred to as "Claims"). Sophos reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Sophos in the defense of any Claims.

8. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SOPHOS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SOPHOS AND ITS SUPPLIERS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. WE DO NOT WARRANT THIRD PARTY PRODUCTS OR SERVICES.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL SOPHOS OR ANY OF ITS THIRD-PARTY LICENSORS AND SUPPLIERS OR THE CONTRIBUTORS OF INCLUDED SOFTWARE BE LIABLE TO YOU FOR, OR TO THOSE CLAIMING THROUGH YOU FOR, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF OR CORRUPTION OF DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), AND INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE RELATED TO ANY THIRD PARTY SOFTWARE EVEN IF SOPHOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS CLAUSE SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

SOME STATES AND JURISDICTIONS INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THESE TERMS IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LESSER OF (i) THE FEE PAID BY YOU AND (ii) SOPHOS'S CURRENTLY PUBLISHED LIST PRICE FOR THE SERVICES.

IN NO EVENT SHALL SOPHOS'S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EXCEED THE LESSER OF (i) THE FEE PAID BY YOU AND (ii) SOPHOS'S CURRENTLY PUBLISHED LIST PRICE FOR THE SERVICES.

SOPHOS DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

10. Disputes and Mandatory Arbitration

THIS SECTION 10 APPLIES TO RESIDENTS OF THE UNITED STATES AND CANADA, AND THOSE WHO ATTEMPT TO COMMENCE LITIGATION WITHIN THE UNITED STATES. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

10.1 Initial Dispute Resolution. Our customer support department is available by email at support@sophos-home.zendesk.com to answer any questions or concerns you may have regarding the Services or these Terms. Most disputes, claims, or disagreements can be resolved efficiently and informally by contacting our customer support department. You and Sophos agree to try to resolve any dispute, claim, or disagreement informally for thirty (30) days before initiating a lawsuit or arbitration.

10.2 Binding Arbitration. If the parties are unable to resolve the dispute, claim, or disagreement through the customer support process above, then you or Sophos may initiate binding arbitration as the sole means to resolve such dispute, claim, or disagreement subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other

and/or your use of the Services shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its Streamlined Arbitration and Procedures, excluding any rules or procedures governing or permitting class or representative actions.

Except as set forth in Section 10.2, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity. You and Sophos agree that the arbitrator may allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator's award shall be written, and binding on you and Sophos and may be entered as a judgment in any court of competent jurisdiction. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The Streamlined Arbitration Rules governing the arbitration may be accessed at www.jamsadr.com or by calling JAMS at (800) 352-5267. If you commence arbitration in accordance with these Terms, you will be required to pay \$250 to initiate the arbitration. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the arbitrator may require Sophos to pay the additional cost. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. If the arbitrator finds the arbitration to be non-frivolous, Sophos will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. For claims above \$75,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit you to recover attorney's fees in certain cases.

Any arbitration demand or counterclaim asserted by either you or Sophos must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based. The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions in accordance with JAMS Rule 24 for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11).

You and Sophos agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. You and Sophos also agree that a good-faith challenge by either you or Sophos to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Section 10 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction.

You and Sophos understand that, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial. You and Sophos further understand that, in

some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

10.3 Location. If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents in Canada, arbitration shall be initiated in the County of New York, State of New York, United States of America, and you and Sophos agree to submit to the personal jurisdiction of any federal or state court in New York County, New York, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

10.4 Class Action Waiver. You and Sophos further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and you and Sophos expressly waive the right to file a class action or seek relief on a class basis. **YOU AND SOPHOS AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. You and Sophos agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

10.5 Exception - Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also elect to have disputes or claims resolved in a small claims court that are within the scope of that court's jurisdiction. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court in your state and county of residence. Seeking such relief shall not waive a party's right to arbitration under these Terms.

10.6 30-Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to legalnotices@sophos.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Sophos also will not be bound by them.

10.7 Changes to this Section. Sophos will provide 30 days' notice of any changes to Section 10 of these Terms. Changes will become effective on the 30th day. If you continue to use the Services after the 30th day, you agree that any unfiled claims of which Sophos does not have actual notice are subject to the revised clause.

FOR ANY DISPUTE NOT SUBJECT TO ARBITRATION YOU AND SOPHOS AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF AND VENUE IN THE FEDERAL AND STATE COURTS LOCATED IN BOSTON, MA. YOU FURTHER AGREE TO ACCEPT SERVICE OF PROCESS BY MAIL, AND HEREBY WAIVE ANY AND ALL JURISDICTIONAL AND VENUE DEFENSES OTHERWISE AVAILABLE.

11. **Governing Law.** If you are in United States or Canada, these Terms and the relationship between you and Sophos shall be governed by the laws of the Commonwealth of Massachusetts, and if you are in any other country, these Terms and the relationship between you and Sophos shall be governed by the laws of England and Wales, without regard to conflict of law provisions. You agree that the United Nations Conventions on Contracts for the International Sale of Goods (1980) is specifically excluded from and does not apply to these Terms. NOTHING IN THESE TERMS WILL DIMINISH ANY RIGHTS YOU MAY HAVE UNDER EXISTING CONSUMER PROTECTION LEGISLATION OR OTHER APPLICABLE LAWS IN YOUR JURISDICTION THAT MAY NOT BE WAIVED BY CONTRACT.

12. **Updates and Modifications to Services.** We regularly release upgrades, enhancements and modifications to Services (“Updates”). Once an Update becomes available, we may stop supporting the previous version of the Services. To make sure you can use new features we develop, you agree to install or let us install Updates when we make them available. Updates may have new minimum system requirements and it is your responsibility to ensure that any device you use with the Services meets such minimum system requirements. We may also temporarily or permanently discontinue the Services (or any part thereof) with or without notice. If we permanently discontinue the Services in their entirety, we will provide you with pro-rated refund for any remaining term on the subscription. You agree that we will not be liable to you or to any third party for any modification, or discontinuance of the Services (except for the pro-rated refund for the remainder of the subscription term for permanent discontinuance of the Services in their entirety).

13. **Modifications to Terms of Service.** Except with regard to [Section 10](#) above regarding dispute resolution, we reserve the right, at our sole discretion, to update or modify these Terms prospectively at any time and the modifications will be effective when posted on our website for the Services or when we notify you by other means. It is important that you review these Terms whenever we modify them because your continued use of the Services after we have posted the updated Terms indicates your agreement to the modifications.

14. **Language.** The official language of these Terms is English. Any translation of these Terms is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of these Terms shall govern.

15. **Survival of Terms.** Upon any termination, discontinuation, or cancellation of the Services or your account, the following Sections will survive: 4 (Intellectual Property Rights), 7 (Indemnity), 8 (Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Disputes and Mandatory Arbitration), 11 (Governing Law), 14 (Language), 15 (Survival of Terms), and 18 (General).

16. **Export Restrictions.** You acknowledge that the Services, any the underlying software and related technical data (collectively, "Controlled Technology") may be subject to restrictions under export control laws and regulations of the United States government, specifically the U.S. Export Administration Regulations, and the law of any country where Controlled Technology is imported or re-exported. You represent and warrant that you and any user you add to the Services are not: (a) prohibited from receiving the Services under the laws of the United States, England, Wales, or other applicable jurisdiction; or (b) subject to any export control or sanctions prohibitions issued by the U.S., UK, EU, or other applicable jurisdiction. You will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

17. **Termination and Suspension.** We may terminate your access to and use of the Services for any or no reason, or if you breach any material terms of these Terms, including if you do not pay your subscription fees. Upon our termination notice, you must stop using the Services, and we may immediately deactivate or delete your account and Your Content (as defined in [Section 6](#)) and/or bar any further access to Your Content or the Services. We may terminate any Services offered for free or as a Free Trial at any time. Additionally, we may suspend your account or your access to and use of the Services without notice to you if we reasonably suspect that you have not complied with any of the provisions of these Terms.

18. **General.** These Terms constitute the entire agreement between us and govern your use of the Services. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you and we nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You may not assign these Terms without our prior written permission. Any purported assignment without such permission shall be void. We may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail or by posting on the website for the Services. Under no circumstances shall Sophos be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.