

END-USER LICENSE AGREEMENT

Please read the following License Agreement carefully before using this program. By accepting this License Agreement, you represent that you are at least 18 years of age, and you are agreeing to become the licensee and expressing your complete acceptance of all the terms and conditions of this License Agreement. If you do not accept the terms of this License Agreement, do not install the program. Similarly, use of the program implies your acceptance to be bound by the terms and conditions of this License Agreement. As used in this License Agreement, the words "product(s)" and "program(s)" are interchangeable and have the same meanings and the words "you" and "licensee" mean the licensee.

This License Agreement represents the entire agreement between the licensee and either (i) PANDA SECURITY S.L. or (ii) if the licensee is domiciled in the United States of America ("U.S.A."), PANDA DISTRIBUTION, INC., which is a U.S.A. subsidiary of PANDA SECURITY S.L. (either PANDA SECURITY S.L. or PANDA DISTRIBUTION, INC., as the case may be, shall hereinafter be referred to as PANDA), with respect to the subject matter hereof.

This License Agreement supersedes any prior License Agreements between the licensee and PANDA with respect to this program. Similarly, and where permissible under applicable law, the terms and conditions of the present License Agreement shall take precedence over any communication or advertising material in the event that such material contradicts any of said terms and conditions or where such material predates this License Agreement.

Without limiting any mandatory rights existing under applicable law that cannot be derogated by the agreement of the parties: The acceptance of the terms and conditions of this License Agreement does not confer upon the licensee any program-related or other rights not specified in this License Agreement.

1.- LICENSE GRANT.- By means of the present Agreement, PANDA will grant the licensee a limited, non-exclusive and non-transferable license and right to use this program and its documentation, during the period contracted, under the terms and conditions established herein.

A) If the licensee contracts for the product Panda Free Antivirus, this License Agreement will grant he/she the right to use the program for free only in the following circumstances:

- Multiple home user computers (for private use).
- Computers (unlimited in number) belonging to non-governmental organizations and other non-profit organizations.
- Computers (unlimited in number) belonging to state-owned schools not

engaged in profit-making activities.

Under no circumstances is the license granted for commercial purposes or use, nor for corporate environments. PANDA and/or the licensee may terminate, without any cause whatsoever, this License Agreement at any time by informing the other party. The licensee must uninstall the program and destroy any copies thereof on expiry of this License Agreement, unless PANDA gives written authorization to the contrary.

B) If the licensee contracts any other product, this License Agreement will grant the right to use the program for the period contracted on as many computers and/or servers as licenses contracted.

In the case of evaluation versions, the licensee may only use this version for the period indicated by PANDA. Written permission must be granted by PANDA in order to extend this period. Notwithstanding the terms of the License Agreement, PANDA shall not offer any guarantee with respect to evaluation versions of the program, which, in respect to the present Agreement, are delivered "as is".

Promotional versions of a product may only be installed one time and on no more than one computer. Similarly, no more than one promotional version of the same product may be installed on a computer at any one time.

An OEM version can only be sold with hardware according to the requirements defined by PANDA. Consequently, PANDA reserves the right to disable or block OEM versions should it detect that these requirements have not been complied with.

In the case of subscription versions, if the monthly or periodic subscription fees are not paid, or when the subscription period has expired, the licensee will lose the right to access the services associated with the program.

This License Agreement grants the licensee the right to use the product on as many computers and/or servers as licenses bought. In the case of products with multiple licenses, the service period shall commence for all licenses from the moment that the first one is activated.

If the licensee contracts the product on Unlimited Devices, the present License Agreement will grant him/her the right to use the product on multiple home user computers for reasonable, private use. If, contrary to this provision, the licensee uses the program for Unlimited Devices in corporate or business environments, PANDA expressly reserves any rights it may have, such as the right to terminate the present License Agreement should the licensee not agree to pay the price that corresponds to the licenses used in the aforementioned environments, in accordance with PANDA's pricing and licensing policy.

In network environments, licenses must be acquired for the maximum number of computers connected to the servers, or maximum number of users connected to each server. This number may not exceed the number of licenses contracted.

In the case of computers not connected to a network, licenses must be acquired for each computer on which the licensee is to install the program. This number may not exceed the number of licenses contracted.

2.- INTELLECTUAL PROPERTY.- This program, as well as any corresponding documentation or information, is the exclusive property of PANDA and/or its Software Suppliers. PANDA or its Software Suppliers own all intellectual property rights (including, by way of example and not limitation) all copyrights pertaining to the programs, documentation or any other work program or product licensed to the licensee by PANDA as part of this Agreement.

PANDA authorizes the use of its programs and products in comparative reviews provided that these are objective and carried out in good faith and in accordance with accepted or customary industry practices. These reviews may only be carried out using the latest versions of the programs and products concerned.

3.- BACKUP COPY. This License Agreement authorizes the creation of only one backup copy of the contents of the CD-ROM, USB flash drive or files downloaded from the Internet, provided that such copy contains all software property rights notices.

4.- MODIFICATIONS TO PRODUCTS AND SERVICES.- The licensee acknowledges and accepts that during the contracted period, and in order that PANDA programs adapt to technological advances and improve accordingly, PANDA may cease to develop the program or product licensed by the licensee in favor of others. In such circumstances, the licensee may choose another program or product in accordance with PANDA's product migration policy. In this event, the licensee agrees to accept the conditions of such policy and adapt his/her computer accordingly should it be necessary. Migration to the new program or product may not be free of charge.

The licensee also accepts that during the contracted period, PANDA may change or modify its services associated with the program. The licensee agrees to accept these changes without demanding any compensation whatsoever. PANDA shall notify the licensee of any such changes.

Similarly, when the contracted period has elapsed, in cases of product and service renewal, the licensee is aware that the services and/or characteristics of the program or product may have been modified to adapt to technological advances, and that therefore he/she would have to change to a new version, program or product according to the policy established by PANDA.

If the licensee changes to a new version or new PANDA program or product to update a previous version, the updated version, program or product is the only one he/she has the right to use, accepting exclusively the terms and conditions applicable to all documentation, material and specifications corresponding to the new version, program or product. The licensee is obliged in such cases to delete any material corresponding to the previous version.

By accepting this License Agreement, the licensee accepts any modifications to the services and/or characteristics of the program compared to a previous version of the program or its services. Please check all such modifications before accepting this License Agreement.

5.- DATA COLLECTION TECHNOLOGY.- PANDA informs the licensee that in certain programs or products it may use data collection technology to collect technical information (including suspicious files) to improve the programs or products, to provide associated services, to adapt them to licensee preferences and to prevent the unlicensed or illegal use of the program or product. The licensee accepts that PANDA may use such information as part of the services provided in relation to the program or product. The licensee acknowledges and accepts that PANDA may provide updates or additions to the program or product which are automatically downloaded onto his/her computer.

As part of PANDA's services, the product provides the IP address and name of the licensee's computer in order to allow monitoring of licenses and in order to check and detect possible incidents related with the product and its use.

6.- DEVICE LOCATION SERVICE.- The product may include technologies that allow the licensee to find the approximate location of his/her device via GPS and Google Maps. For this purpose, PANDA obtains the geographical coordinates of the licensee's device, under his/her request, and sends them to Google Maps to display the location of the device. PANDA uses this information solely for the purpose of providing services to the licensee and, in any event, the collection and use of said coordinates shall take place as established in PANDA's applicable privacy policies set forth in this License Agreement and elsewhere.

7.- MANAGEMENT OF POTENTIALLY UNWANTED PROGRAMS (PUP)

The product includes a feature to classify and manage PUPs. The use of this product implies acceptance by the licensee of the service, and of Panda Security's PUP classification and management criteria. Programs classified by the product as PUP will be directly moved to the quarantine folder on the licensee's computer(s), notifying the licensee of this action. The licensee may restore these programs at any time and add them to his/her own custom whitelist if he/she wants to run them on his/her computer(s). The licensee may also disable the PUP classification feature through the product settings.

8.- VPN FUNCTIONALITY.-

This product includes software to create a virtual private network (“VPN”) connection licensed under the terms and conditions set forth in this License Agreement. At least one device enabled to access the Internet is required and licensee may use the said software on only five (5) devices (version Pro) or only one (1) device (version Free), being understood that it is for personal, non-commercial use only. The speed and quality of the service may vary and the service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. PANDA is not responsible for any failures to maintain the confidentiality, security, accuracy or quality of licensee’s data, messages or pages whether or not related to interruptions or performance issues with VPN functionality. This functionality does not encrypt all web traffic to or from licensee’s device, and it does not provide a proxy IP address for all websites.

9.- LIMITED WARRANTY.-

A) If the licensee contracts the product Panda Free Antivirus, as this is a free program, and with respect to VPN functionality (included version Free and Pro): PANDA offers no warranties, without prejudice to applicable consumer protection law in each corresponding state or jurisdiction. PANDA does however undertake to make reasonable effort to correct errors that can be reproduced in the principal designed functions of the program.

B) If the licensee contracts any other product: PANDA guarantees that the program (except for VPN functionality) will fulfill its principal designed functions in accordance with the documentation and/or the Help file that accompany the program for ninety days (90) from the date of receipt against any manufacturing or operating defect without prejudice to any applicable consumer protection law. During this period, and provided the licensee has activated the product services where applicable, PANDA shall offer the following limited warranty, which represents the licensee’s exclusive remedy with respect to any defects in the program, product or documentation covered by the present License Agreement: PANDA guarantees the licensee the repair or substitution of any defective optical media that do not permit the program to work, as well as any defective printed material. This limited repair or replacement warranty applies to files downloaded via the Internet if the program has been delivered in this way. Should defective optical media or printed material need to be substituted, the licensee must submit them to PANDA. In no case will there be a substitution without the previous return by the licensee of the original printed material or optical media. This last requirement shall not be necessary in the case of the printed documentation that accompanies programs delivered via the Internet.

10.- DISCLAIMER.- Any warranty in this License Agreement does not cover lost, stolen or accidentally damaged material, or material improperly used or modified without authorization or which is faulty due to causes attributable to the licensee or third-parties

other than PANDA. PANDA shall not be held responsible for faults in the functionality of the licensed program caused by external technical equipment. Furthermore, the licensee agrees that PANDA shall not be responsible for any activities carried out by third parties instead of PANDA's own Technical Support Service.

Under no circumstances shall PANDA be held responsible for any error or malfunction caused by external elements, including hardware or software, to the functionality of the licensed program. Nor shall PANDA be held responsible in cases where the program has been used in any way other than that specified by PANDA, or in any other abusive, negligent or inappropriate way (including, but not limited to, its use outside the recommended environment).

PANDA shall not be held responsible by any person or entity regarding any damage or loss allegedly caused by the use or inability to use the program, either directly or indirectly, including (but not limited to) business interruptions, loss of data, monetary loss or loss of anticipated income as a result of the use of the program.

The program is provided as is, and no claims shall be accepted concerning failure to fulfill presumed functions, other than those expressly indicated in Clause Nine. PANDA does not guarantee that the Software is error free, nor that it will function without interruption. The licensee knows and accepts, under his/her responsibility, that due to the modifications that viruses cause in the files they infect, it is possible that the disinfection process could produce unforeseen changes to these files.

The licensee is responsible for the use of the program by others. The licensee accepts responsibility for any losses and/or damages and costs arising from any incompatibility between this program or updates thereof and any third-party software that the licensee has installed on his/her computer, as well as any other problems that may arise due to the interaction between both programs, or for code strings that coincide.

Notwithstanding the terms of this License Agreement, under no circumstances shall PANDA be liable for any damages greater than the fee paid by the licensee for the program, regardless of whether the licensee has informed PANDA of the possibility of such damages.

11.- INDEMNIFICATION.-

Licensee agrees to indemnify, save, and hold PANDA, its affiliated companies, contractors, subcontractors, officers, directors, shareholders, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of licensee's misuse of the program, any violation by licensee of this License Agreement, or any breach of the representations, warranties, and covenants made by licensee herein.

12.- HIGH RISK ENVIRONMENTS.- This program has not been designed for and is not intended for use in hazardous environments requiring fail-safe (fault-tolerant) performance such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons or defense systems, life support systems or any other context in which the failure of any software could lead directly to death, personal injury or severe damage to property or the environment. PANDA specifically disclaims any express or implicit guarantee of the program's suitability for these types of activities.

13.- EXPORT RESTRICTIONS. The licensee acknowledges and accepts that: (i) the VPN functionality included in the program may be subject to U.S.A. export control law, and hence the licensee is bound to abide by such law and any other applicable international export regulations or restrictions; (ii) the licensee may not remove or export from the U.S.A. or allow the export or re-export of any part of the program in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other U.S.A. or non-U.S.A. agency or authority; and (iii) the licensee may not export or re-export the program without: (a) the prior written consent of PANDA, (b) complying with any applicable export control laws, and (c) obtaining all appropriate permits and licenses. If PANDA or its software providers, in their sole discretion, determine that it/they cannot license all or part of the program under this License Agreement in a manner that complies with applicable export controls, then the licensee shall not be provided access to such all or part of the program. The licensee shall defend, indemnify and hold harmless PANDA in the event of any claim resulting from the licensee's failure to comply with such export controls.

14.- TRANSFER RESTRICTIONS. The licensee may not license, sublicense, distribute, loan, transfer or operate a service bureau using the program in any form without prior written consent from PANDA. Upon termination or expiry of the present License Agreement, the licensee shall cease to use the program immediately and destroy all copies or return them to PANDA.

15.- OTHER RESTRICTIONS. This program is delivered via a CD-ROM, USB flash drive or the Internet. The program may only be used on the licensee's own computer(s). It may not be used on devices that are not the property of the licensee, nor may it be lent, rented, leased, given away, donated or transferred to another user. It is not permitted to decompile, reverse-engineer or disassemble wholly or partially the program. The licensee may not make any alterations, either wholly or partially, to the software, services and/or any other documentation or material included with the product.

16.- JURISDICTION.- If the licensee is domiciled in the U.S.A.: (i) This License Agreement is governed by and construed in accordance with the laws of the State of California (U.S.A.) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the

rights and duties of the parties; (ii) the licensee irrevocably consents and submits to the exclusive jurisdiction of the State and Federal courts located in Los Angeles County, California, and agrees that any action concerning a dispute arising out of or relating to this License Agreement shall be brought in any State or Federal court located in said county; and (iii) the licensee expressly and irrevocably waives any objections Licensee may have based on improper venue or lack of jurisdiction.

If the licensee is not domiciled in the U.S.A.: (i) This License Agreement is governed by and construed in accordance with the laws of Spain; (ii) in the event that the licensee is deemed to be a consumer under applicable law, the above-referenced Spain choice of law will in no way deprive the licensee of consumer protections afforded by the applicable law of the country in which the licensee is domiciled; and (iii) the licensee irrevocably consents and submits to the exclusive jurisdiction of the courts of the City of Bilbao (Spain), except and only to the extent as may otherwise be required under any applicable consumer protection law.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this License Agreement.

17.- GENERAL- The licensee authorizes PANDA personnel to visit him/her in order to verify that the conditions of this license are met.

The licensee knows and accepts that PANDA may take legal action should the licensee not adhere to this License Agreement. PANDA reserves the right to terminate the present License Agreement immediately without prior notice should the licensee fail to comply with any of the terms and conditions of the present Agreement.

If any provision in this License Agreement is against the law, that provision will be considered void, without affecting the totality of the Agreement or implying that the Agreement is void.

PANDA expressly reserves all other rights it may have and that are not herein granted to the licensee.

18.- SPECIFIC CLAUSES FOR FREE SOFTWARE.

The product includes a utility to boot systems with Panda Cloud Cleaner, based on the Tiny Core Linux project. For more information about this project, refer to:

<http://distro.ibiblio.org/tinycorelinux/>.

For more information about the project version used to develop said repair utility, refer to:

<http://distro.ibiblio.org/tinycorelinux/3.x/release/>.

This is a free software project subject to the General Public License (GPL) “GNU General Public License” version 2.

The aforementioned utility also includes other third party software subject to the GNU General Public License (GNU GPL) version 2 or 3.

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Syslinux

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GRUB4DOS

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TinyCore

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Should the free software license provisions set forth in this clause grant rights more extensive than those indicated elsewhere in this License Agreement, then these free software license provisions shall take precedence with respect only to such free software.

19.- PANDA SMART SHOPPING EXTENSION

PLEASE READ THIS CLAUSE 19 OF THIS LICENSE AGREEMENT FOR THE PANDA SMART SHOPPING EXTENSION (THE “EXTENSION”) BEFORE INSTALLING IT. ALL OF THE

PROVISIONS OF THIS LICENSE AGREEMENT AS SET FORTH IN CLAUSES 1 THROUGH 18 HEREINABOVE ARE HEREBY INCORPORATED INTO THIS CLAUSE 19 FOR THE PANDA SMART SHOPPING EXTENSION; PROVIDED, HOWEVER, THAT IF THERE IS ANY CONFLICT BETWEEN THE CLAUSES SET FORTH HEREINABOVE AND THIS CLAUSE 19, THIS CLAUSE 19 SHALL PREVAIL AND BE CONTROLLING.

GENERAL

This Clause 19 governs the Extension as well as your utilization of the Extension.

The Extension is downloadable software (or, in some browsers, an extension or other term used to describe downloadable software, including configuration and data files) that provides you access to sales, product discounts and product offers based upon the e-commerce portals you visit and the specific products you browse.

Upon browsing for products on specific user websites, the Extension enables you to review other similar sites for the purposes of determining if other retailers are offering the same product at a lower price. Alternatively, the Extension will also review if special offers are available for that specific website. If either is available, the Extension will notify you of the lower priced product and of the website offer, by displaying relevant links.

Note that PANDA does not collect any personally identifiable information from you through your downloading and use of the Extension.

LIMITED LICENSE

Subject to the terms of this License Agreement, PANDA grants to you a non-exclusive, non-transferable, revocable limited license to download and utilize the Extension for personal use only and in accordance with our Terms and Conditions. Panda Smart Shopping and/or its respective licensors reserve all ownership rights, interests and title of and to the Extension, including all intellectual property rights in and to the Extension. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY PANDA. As between you and PANDA, all title and copyrights in and to the Extension (including but not limited to any image files of any kind, offer links, texts, logos or other features incorporated in the Extension, but excluding any trademarks or copyrighted image files, logos or texts owned by third parties, which belong to the respective third parties), reside with PANDA and/or its respective licensors. Except as expressly permitted by this License Agreement, you may not copy the Extension or any other materials related to the Extension. Any copy of the Extension will remain the property of PANDA and/or its respective licensors.

You further agree: (i) to hold strictly confidential all components of the Extension and its code, (ii) not to, directly or indirectly, sublicense, rent, sell or lease any portion of the Extension; (iii) not to, directly or indirectly, reverse engineer, decompile, disassemble, modify, translate, attempt to discover the code of the Extension and/or create derivative works from the Extension; (iv) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed,

or otherwise transfer the Extension to any third party, (v) not to enter any commercial activities with respect of the Extension with the exception of using the Extension to make purchases, and (vi) not to make use of the Extension other than for the permitted purposes under this License Agreement or with PANDA's written authorization.

PROHIBITIONS

You are strictly prohibited from performing any changes (directly or indirectly) or modifications to the Extension. Any enhancements or modifications of any kind to the Extension shall remain the exclusive property of PANDA and/or its respective licensors.

You shall not use the Extension to provide or send information or content that is knowingly false and/or defamatory, hateful, obscene, profane, sexually charged or that otherwise violates any applicable law, rule, regulation or Panda policy. You shall not use the Extension to introduce any malware, adware, built-in sabotage system, malicious algorithm, time bomb, Trojan horse or other software or hardware for any reason.

PANDA may in its sole discretion discontinue your access to the Extension for any reason or for no reason. Without prejudice to any of PANDA's other rights or remedies, PANDA reserves the right to immediately terminate this License Agreement in the event you violate this License Agreement, and to involve as needed the appropriate authorities regarding any illegal or unauthorized actions involving the Extension or this License Agreement.

You must be at least 18 years of age in order to enter into this License Agreement for the licensing and use of the Extension. As a condition of your utilization of the Extension, you represent and warrant that you are at least 18 years old.

PANDA has no control over third party sites which you may access, including those sites which are linked to PANDA's own domain. Therefore, PANDA is not responsible for any content or functionality of any other site, and disclaims all liability for any and all sites you access (either directly or indirectly or through the Extension).

DISCLAIMER

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, PANDA AND ITS AFFILIATES, AFFILIATED ENTITIES, PROVIDERS, SUPPLIERS, DISTRIBUTORS AND ADVERTISERS (DIRECT OR INDIRECT) (COLLECTIVELY, THE "AFFILIATES") AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, COMPATIBILITY, SECURITY, ACCURACY AND NON-INFRINGEMENT WITH REGARD TO THE EXTENSION. THERE ARE NO WARRANTIES NOT EXPRESSLY STATED IN THIS LICENSE AGREEMENT. THE EXTENSION IS PROVIDED "AS IS" WITH "ALL FAULTS" AND "AS AVAILABLE." THERE ARE NO WARRANTIES THAT ACCESS TO OR USE OF THE EXTENSION OR ANY PART THEREOF WILL BE UNINTERRUPTED, BUG FREE OR ERROR FREE. ACCORDINGLY,

YOUR USE OF THE EXTENSION IS AT YOUR OWN RISK, INCLUDING WITHOUT LIMIT ALL RISKS ASSOCIATED WITH THE EXTENSION NOT WORKING AS INTENDED, OR DAMAGING ANY HARDWARE, DATA OR OTHER SOFTWARE, OR FAILURE OF THE EXTENSION RESULTING FROM ACCIDENT, ABUSE, MISAPPLICATION, ABNORMAL OR UNINTENDED USE OR MALWARE. The licensee acknowledges that it is the licensee's responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy the licensee's particular requirements.

COOKIES MECHANISM

PANDA Partners will place a cookie or similar technology on your device whenever one of PANDA's advertisements is clicked by you. This is for the sole purpose of making your user experience more convenient and enjoyable.

These cookies can be removed by using your browser's cookie/Local Storage cleaning facilities. However, if you block or erase cookies your online experience with PANDA may be reduced in scope.

UNINSTALLATION

You can uninstall the Extension at any time and at your discretion by following browser guidelines. PANDA will not assume any liability or responsibility if you are unable to uninstall the Extension.

If you encounter difficulties removing the Extension, please contact PANDA at chrome@pandasecurity.com.

UPDATES

PANDA may, in its sole discretion, update or upgrade the Extension (including already installed versions of Panda Smart Shopping) at any time of its choosing, without notice.

PANDA reserves the right to change this License Agreement at any time and at its sole discretion. Therefore, please review this License Agreement from time to time. Any changes to this License Agreement will have been deemed to be accepted. Should you desire to opt-out of this License Agreement, you may elect to uninstall the Extension.

USER RESPONSIBILITY

You are fully responsible for your activities using the Extension. You hereby represent and warrant that you will not use the Extension in any unlawful or malicious manner. You hereby assume full responsibility for your conduct and activities with the Extension.

You specifically undertake to comply with all applicable international and national laws that apply to the Extension.

ADDITIONAL EXTENSION LIABILITY LIMITATIONS

In addition to any other limitations which may be set forth in this License Agreement, PANDA shall not be responsible for events out of its control and which may negatively impact the performance or functionalities of the Extension. Such events include acts of God, regulatory shifts, government actions or any other acts outside of PANDA's control.

To the fullest extent allowed by law, PANDA excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, safety, compatibility and precision of the Extension or any information retrieved by it.

PANDA shall not be liable for any losses or damage, including but not limited to: (a) loss of data; (b) loss of revenue (actual or expected); (c) business loss; (d) opportunity loss; (e) loss of goodwill or reputational damage; (f) 3rd party damages; or (g) any indirect, consequential, special or exemplary damages arising from the use of the Extension regardless of the reason.

PANDA does not warrant that the Extension will be uninterrupted or error free, that defects will be corrected, or free of viruses, malware or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and checks to satisfy your particular security requirements for the accuracy of data input and output.

PRIVACY POLICY RELATED TO THE EXTENSION

The following Privacy Policy and terms thereof (herewith the "**Privacy Policy**") is designed to provide you with details of what information the Extension needs to collect from you when you use it and how PANDA uses this information. It also includes some terms relating to the permitted uses of the Extension.

--HOW DOES THE EXTENSION WORK?

Whenever you use your browser to search in certain ecommerce websites (such as searching for products or pages that contain information about such products), the Extension enables your browser to automatically search similar websites and check whether other ecommerce retailers are offering the same or a very similar product at a lower price. If the Extension finds that product available on a different website at a lower price, it will notify you of the lower priced product and provide you with a link to the website offering the lower priced product. You have full control whether to stay on current page or click on the link to the lower priced product.

--WHAT INFORMATION DOES PANDA COLLECT?

The Extension **does not** use any information to personally identify you. PANDA collects the following information via the Extension: the URL of the original website that offered the product you were looking for; the features and qualities of the product that you were looking for; the URLs of websites that you visit that were offered or alerted to you by the Extension; your location; anonymous technical and routing information with regards to

your product search and visits to other websites for which you were alerted to by the Extension. This information may include your IP address, but you will not be personally identifiable from this information. We may also receive some information from websites that you have visited that were offered or alerted to you by the Extension. This information may include the pages that you visited at that website and information about whether you have chosen to purchase a product from that website or not. We will not receive any personally identifiable information about you from those other websites and will only use any information that we do receive in accordance with this Privacy Policy.

--COOKIES

Cookies are small pieces of text sent to your browser by a website you visit. If you do not wish cookies to be installed on your computer for these purposes, you may change the settings on your internet browser to reject cookies. For more information please consult the "Help" section of your browser. Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features the Extension offers. The Extension uses cookies to enable collection of the information abovementioned and to ensure you get the maximum benefits out of the Extension. If you choose to click on an advertiser offer you will be redirected to a PANDA partner's (aka advertiser's) site via affiliate cookies.

--HOW DO WE USE THE INFORMATION WE COLLECT?

PANDA will only use the collected information as referred above for the purpose of enabling the Extension to retrieve information about lower priced products from other ecommerce outlets; enabling PANDA to optimize the performance of the Extension; and optimizing and managing relationships with the operators of the supported third party websites that carry the lower priced products.

--SECURITY AND DATA RETENTION

PANDA may retain the information that it collects for a reasonable period or as long as the law requires or permits. PANDA cares about your privacy and security and employs reasonable security measures to protect any information collected from access by unauthorized persons and against unlawful processing, accidental loss, destruction and damage.

--THIRD PARTY SITES AND CONTRIBUTORS

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