

THREATFIRE END USER LICENCE AGREEMENT ("EULA")

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(在发生冲突的英文版本应适用)

NOTIFICATION: PERMISSION TO USE THIS SOFTWARE ("**SOFTWARE**") IS CONDITIONAL UPON YOU AS THE CUSTOMER AND LICENSEE ("**YOU**"), AGREEING TO THE TERMS SET OUT BELOW ("**THIS AGREEMENT**").

YOU WILL NOT BE ABLE TO INSTALL THE SOFTWARE UNTIL YOU HAVE READ AND ACCEPTED ALL THE TERMS OF THIS AGREEMENT AND WISH TO BECOME THE LICENSEE OF THE SOFTWARE. ACCEPTANCE SHALL BIND YOU AND ALL OF YOUR EMPLOYEES TO THE TERMS OF THIS AGREEMENT.

BY CLICKING THE "I ACCEPT THE AGREEMENT" BUTTON YOU WARRANT AND CONFIRM THAT YOU ARE ELIGIBLE AND HAVE THE AUTHORITY TO AGREE TO THE TERMS OF THIS AGREEMENT.

SELECTING THE "I ACCEPT THE AGREEMENT" BUTTON BEFORE THE "NEXT" BUTTON AT THE BOTTOM OF THIS SCREEN WILL BE DEEMED TO BE YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND YOU WILL BECOME THE LICENSEE OF THE SOFTWARE. PLEASE PRINT A COPY FOR YOUR RECORDS.

IF YOU DO NOT WISH TO ACCEPT THE FOLLOWING TERMS, DO NOT CLICK ON THE "I ACCEPT THE AGREEMENT" BUTTON AND THE SOFTWARE WILL NOT INSTALL ON TO YOUR COMPUTER.

IN CIRCUMSTANCES WHERE YOU PURCHASE THE SOFTWARE WITHOUT ACCEPTING THE TERMS OF THIS AGREEMENT AND WISH TO RETURN THE SOFTWARE, PLEASE CONTACT PC TOOLS TO DETERMINE WHETHER YOU ARE ELIGIBLE FOR A REFUND.

1. Licence

1.1 If you are a resident of Oceania at the time you either first purchased or first installed the Software (whichever occurred first), then the licensor of the Software is an Australian Company, PC Tools Pty Ltd ACN 108 759 208 and the parties to this Agreement will be you and PC Tools Pty Ltd ACN 108 759 208. If you are not a resident of Oceania at the time you either first purchased or first installed the Software (whichever occurred first), then the licensor of the Software is an Irish Company, PC Tools Limited (Irish Company Number 426110) and the parties to this Agreement will be you and PC Tools Limited (Irish Company Number 426110). For the purposes of this Agreement, the licensor (being either PC Tools Limited or PC Tools Pty Ltd) will be referred to as "**PC Tools**". For the purposes of this Agreement, "**Oceania**" means American Samoa, Antarctica, Australia and its outside territories, including Heard Island & McDonald Islands, Cocos (Keeling) Islands, Christmas Island, Ashmore & Carter Islands, and Coral Sea Islands, Cook Islands, Fiji, French Polynesia, Guam, Kiribati, Marshall Islands, Federated States of Micronesia, Nauru, New Caledonia, New Zealand, Niue, Norfolk Island, Northern Mariana Islands, Palau, Papua New Guinea, Pitcairn Islands, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu and Wallis and Futuna Islands.

1.2 PC Tools has agreed to license use of the Software to you pursuant to this Agreement and the

terms and conditions set out below.

- 1.3 PC Tools grants to you a non-exclusive, non-transferable, revocable licence to:
- (a) install and execute the Software;
 - (b) make one copy of the Software for backup purposes only; and
 - (c) use the Software strictly in accordance with the provisions of this Agreement.
- 1.4 Except where clause 2.2 applies, if you wish to install and execute the Software on more than one computer at the same time, you may do so upon receipt of written consent from PC Tools and upon payment of an additional licence fee as stipulated by PC Tools.
- 1.5 Your licence to use the Software as granted herein only permits you to use the version of the Software which you have installed or purchased from PC Tools. It does not permit you to use any other version of the Software. The use of any other version of the Software will be governed by a separate agreement between you and PC Tools. However, if you enter into a separate agreement with PC Tools for PC Tools to supply any updates of the Software to you, then, unless specified by PC Tools to the contrary at the time you receive, install or execute those updates (which may, without limitation, include PC Tools requiring you to agree to a new end user licence agreement before making use of those updates), then this Agreement will also govern the use of those updates.
- 1.6 You acknowledge that PC Tools may offer to maintain and update the Software but it is not obliged to do so unless you have purchased a subscription that entitles you to updates for a specified period, or you purchase a separate maintenance contract. If no subscription period is specified at the time you purchase a subscription, the subscription period will be one (1) year from the date you either first purchased or first installed the Software (whichever occurred first). Should you wish to receive information about maintenance and updates please view PC Tools website on a regular basis at www.pctools.com.
- 1.7 If you have purchased a subscription that entitles you to updates, or you purchase a separate maintenance contract, you acknowledge that after the specified subscription period or maintenance period has expired, you have no further right to receive any updates without the purchase of a new subscription or maintenance contract. You also acknowledge that PC Tools may limit the functionality of the Software upon the expiry of any subscription period or maintenance period unless you purchase a new subscription or maintenance contract.

2. Licence Fee

- 2.1 Where a licence fee is payable by you in respect of the Software, you are not entitled to use the Software until the licence fee has been paid. In the case of payment by credit card, payment will not be deemed paid until the credit card payment has been authorised by the billing provider. A separate licence fee is payable in the circumstances described in clause 1.4.

2.2 If you are downloading a free trial version of the Software, you may use it on one or more computers for an unlimited period of time (subject to any time and/or functionality restrictions that may be incorporated into the trial version). However, you are not entitled to receive technical support nor the full functionality that comes with the Software until a licence fee has been paid.

3. Licensee's Obligations

3.1 As the Licensee you hereby undertake the following obligations:

- (a) to not print, copy, reproduce, translate, adapt, vary, alter, change, reverse engineer, decompile or modify the Software by any means or in any other form, other than to make one temporary copy of the Software for back-up and security purposes, without the express consent of PC Tools, except as expressly authorised by this Agreement and subject to your rights under applicable law;
- (b) to supervise and control the use of the Software in accordance with the terms of this Agreement;
- (c) to ensure your employees, sub-contractors and other agents who have authorised access to the Software are made aware of the terms of this Agreement;
- (d) to not provide or otherwise make available the Software in any form to any person other than those referred to in paragraph (c) without the written consent of PC Tools;
- (e) to not give, lease, assign, license, sub-license, transfer, distribute, disclose, disseminate or publish the software in any form to any other person or attempt to do any of these acts;
- (f) to not alter, change, remove or obscure any notices or other indications (including copyright notices) as to ownership of the Software;
- (g) not to access or use the Software on more than one personal stand-alone computer, or otherwise allow the Software to be accessed or used by more than one user at any one time except as expressly authorised by this Agreement;
- (h) to not use the Software in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, any other data or code for detecting malicious code or data; and
- (i) to not engage in any acts which infringe PC Tools' intellectual property rights in the Software.

3.2 You acknowledge that the Licence granted by Clause 1 does not make you the owner of the Software nor does it cause any transfer or assignment of any copyright or any other intellectual

or industrial property rights subsisting in the Software to you.

- 3.3 You acknowledge that the Software will seek to remove codes such as viruses, spyware, adware and malware. In some circumstances removal of that code may result in you breaching a licence to use the host software which installed that code or certain host programs to cease operating. You agree to consult the terms of any licence agreement for the host program before authorising the removal of any viruses, spyware, adware or malware associated with that program.

4. Warranty

- 4.1 You hereby acknowledge that the Software may not be uninterrupted and cannot be guaranteed error free and further acknowledge that the existence of any such errors shall not constitute a breach of this Agreement by PC Tools. In particular, PC Tools does not guarantee that the Software will detect and/or remove all known viruses, spyware, adware, malware, Trojans, keyloggers and trackware, or locate all browser infections and tracking cookies on your computer, nor that the Software will not occasionally erroneously report a virus in a file or system not infected by that virus. If the Software is a beta version, you acknowledge and agree that (i) the Software may contain errors and defects and may not function as intended or in accordance with its specifications; and (ii) you assume all risk in using the Software and agree to take due care in the installation, execution and testing of the Software on your computer system.
- 4.2 The particular operating systems upon which the Software has been designed to execute will be published by PC Tools from time to time ("**Compatible OS**"). You agree that you will not execute or install the Software on any operating system other than a Compatible OS. You acknowledge and agree that the Software may not execute correctly and may interfere with other software if executed on an operating system which is not a Compatible OS.
- 4.3 In the event that any terms, conditions, representations or warranties are implied by statute, common law or equity ("**Prescribed Terms**") into this Agreement which cannot be lawfully excluded, the Prescribed Terms will apply to this Agreement, save that the liability of PC Tools for breach of any Prescribed Terms will be limited, to the extent permitted by law, at the option of PC Tools, to any one or more of the following:
- (a) the replacement of the Software to which the breach relates or the supply of equivalent Software;
 - (b) the repair of the Software;
 - (c) the payment of the cost of replacing the Software or of acquiring equivalent Software;
or
 - (d) the payment of the cost of having the Software repaired.
- 4.4 If the liability of PC Tools for breach of any Prescribed Terms is capable of exclusion, they are

hereby excluded to the fullest extent permitted by law.

4.5 Except as provided by the Prescribed Terms (if any), which are not capable of exclusion or limitation, or as expressly set out in these terms:

- (a) PC Tools makes no warranties in relation to the Software, including warranties as to the performance or fitness for purpose of the Software (other than that PC Tools is entitled to grant to you the rights set out in this EULA);
- (b) you will not under any circumstances have any cause of action against, or right to claim or recover from, PC Tools for or in respect of any loss, damage or injury (including without limitation any loss of profit, indirect or consequential loss, damage or injury) arising from the supply or use of the Software or any breach of these terms; and
- (c) subject to paragraph (b) above, the maximum liability of PC Tools to you in respect of any breach of this Agreement or otherwise in respect of your use of the Software will be the amount you have paid PC Tools for the Software and if you have not paid PC Tools any amount for the Software, will be the amount of USD \$1 (one dollar).

4.6 You acknowledge that you have exercised your independent judgment in acquiring the Software and have not relied upon any representations made by PC Tools which have not been stated expressly in this Agreement or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by PC Tools.

5. Copyright and Trade Marks

5.1 You acknowledge that the Software and all related products (including but not limited to computer manuals and computer literature) ("**Products**") are the subject of copyright. You therefore shall not, during or any time after the expiry or termination of this Agreement, permit any act which infringes that copyright and, without limiting the generality of the foregoing, you specifically acknowledge that you may not copy the Software or Products except as otherwise expressly authorised by this Agreement.

5.2 You shall not during or at any time after the expiry or termination of this Agreement permit any act which infringes the trade marks used in connection with the Software.

5.3 You shall indemnify PC Tools fully against all liabilities, costs and expenses which PC Tools may incur to a third party as a result of your breach of this Clause 5.

6. Collection of Information

6.1 The Software is designed to block malicious behaviours on your computer. If a potentially malicious behaviour is detected, the Software will prompt an action to "Allow" or "Quarantine" the process in question. If you have the Community Protection option in the Software set to "on" then the information regarding this event is collected and transmitted to PC Tools. This

information may include the response to the alert, the IP address of your computer, a copy of the file that triggered the alert and other information in relation to such file. This data is transmitted solely for research and analysis purposes to aid in determining whether a process is malicious in nature and will not include any personal data.

- 6.2 We will collect information about any browser plug-ins installed on your computer the first time that the Software is run if you have the Community Protection option in the Software set to "on". Data collected may also include information about the PC Tools and other security software on your computer. This information will not include any personal data and is only collected to aid in decreasing false positives and to report back to you about the performance of the security products used within the ThreatFire Community. Such reporting will be on an aggregated basis and will not include any personal data.
- 6.3 Sample malware files collected by PC Tools may be shared with other security providers for the sole purpose of creating signatures to protect against further spread of the specific threats.
- 6.4 All information and file samples are held completely confidential and are not tracked back to individual users.
- 6.5 Each installation of the Software is also associated with a unique anonymous identifier that does not include any personal data and is used solely to help track the total number of active users.

7. Term of Licence

- 7.1 This Agreement commences upon payment of the licence fee or upon your first installation and use of the Software (whichever is sooner) and may be terminated in the following circumstances:
 - (a) if you are in breach of any term of this Agreement;
 - (b) if you, being a corporation, become the subject of insolvency proceedings or have a liquidator, receiver or examiner appointed to you or become unable to pay your debts;
 - (c) if you, being a person rather than a company, become bankrupt;
 - (d) if you, being a firm or partnership, are dissolved; or
 - (e) if you destroy the Software and/or the Products for any reason.
- 7.2 Upon termination, you or a representative nominated by you shall destroy any remaining copies of the Software and Products or otherwise return or dispose of such material in the manner directed by PC Tools.
- 7.3 Termination pursuant to this clause shall not affect any rights or remedies which PC Tools may otherwise have under this Agreement or at law.

8. Export Restrictions

- 8.1 PC Tools, its employees and its agents are subject to U.S. export control laws that prohibit or restrict (i) transactions with certain parties, and (ii) the type and level of technologies and services that may be exported. You agree to comply fully with all laws and regulations of the United States and other countries (“**Export Laws**”) to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- 8.2 None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department’s List of Specially Designated Nationals or the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions or General Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.

9. Assignment

The benefit of this Agreement shall not be dealt with in any way by you (whether by assignment, sub-licensing or otherwise) without PC Tools' written consent and this Agreement shall be binding on your successors and assigns.

10. Waiver

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed or deemed to be a waiver of that party's rights under this Agreement.

11. Amending these terms

PC Tools may amend any of the terms of this Agreement by (a) providing written notice to you of such amendments; and/or (b) displaying such amendments or an amended copy of this Agreement to you during your installation and/or execution of the Software. Without limiting the methods by which you may accept such amended terms, you acknowledge and agree that your ongoing use of the Software after you are made aware of any amended terms to this Agreement will constitute your acceptance of such amended terms.

If you do not agree to any amendments made by PC Tools to the terms of this Agreement, then you must uninstall the Software from your computer and cease any further use of the Software. In such circumstances, you may also contact PC Tools to determine if you are eligible for a refund or partial refund of any purchase price paid to PC Tools in respect of the Software (subject to any conditions which PC Tools may place in respect of paying such a refund).

12. Governing Law and Jurisdiction

If the parties to this Agreement (as determined by Clause 1.1 above) are you and PC Tools Pty Ltd ACN 108 759 208, then this Agreement shall be governed by and construed according to the laws in force in Victoria, Australia and you irrevocably submit to the exclusive jurisdiction of the Courts of the State of Victoria and the Commonwealth of Australia. If the parties to this Agreement are you and PC Tools Limited (Irish Company Number 426110) then this Agreement will be governed by and construed according to the laws in force in the Republic of Ireland and you irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

If you have any questions or require clarification relating to the terms and conditions of this Agreement, please contact PC Tools online at www.pctools.com or attention: PC Tools, C/ PO Box 1974, North Sydney NSW 2059 Australia.

ThreatFire 终端用户许可协议 ("EULA")

通知：作为客户和被授权人（即“您”），您只有在遵循下列条款（即“本协议”）的前提下，才被允许使用本软件（即“软件”）。

您只有在阅读并接受本协议中的所有条款，且愿意成为本软件被授权人的情况下，才可安装本软件。接受本协议即您和您的所有雇员均遵守本协议中的条款。

点击“我接受本协议”按钮，表示您保证并确认您有资格，有权同意本协议条款。

选择窗口底部“下一步”按钮前方的“我接受本协议”按钮，将视作您接受下列条款并愿意成为本软件的被授权人。请将本协议打印一份留底。

如果您不愿意接受下列条款，请不要点击“我接受此协议”按钮，本软件将不会在您的计算机上安装。

如果您购买了本软件但不接受本协议条款，希望退回本软件，请联系 PC TOOLS 以便确定您是否满足退款的条件。

1. 许可

- 1.1 如果您首次购买或首次安装本软件（以较早发生为准）时居住在大洋洲，则本软件授权方为澳大利亚公司 PC Tools Pty Ltd（澳大利亚公司编号 108 759 208），协议双方即为您和 PC Tools Pty Ltd（澳大利亚公司编号 108 759 208）。如果您首次购买或首次安装本软件（以较早发生为准）时不居住在大洋洲，则本软件授权方为爱尔兰公司 PC Tools Limited（爱尔兰公司编号 426110），协议双方即为您和 PC Tools Limited（爱尔兰公司编号 426110）。本协议中，授权方（PC Tools Limited 或 PC Tools Pty Ltd）将被称为“PC Tools”。本协议中，“大洋洲”包括美属萨摩亚、南极洲、澳大利亚及其境外属地（包括赫德岛和麦克唐纳群岛、可可斯群岛、圣诞岛、阿什莫尔和卡捷岛及珊瑚海群岛）、库克岛、斐济、法属玻里尼西亚、关岛、基里巴斯、马绍尔群岛、密克罗尼西亚联邦、瑙鲁、新喀里多尼亚、新西兰、纽埃、诺福克岛、北马里亚纳群岛、帕劳、巴布亚新几内亚、皮特凯恩岛、萨摩亚群岛、索罗门群岛、托克劳群岛、汤加、图瓦卢、瓦努阿图及瓦利斯群岛和富图纳群岛。
- 1.2 PC Tools 同意依据本协议及下列条款规定，授权您使用本软件。
- 1.3 PC Tools 就如下项目授权您非独占、不可转让、可撤销许可：

- (a) 安装并运行本软件；
- (b) 对本软件复制一份作为备份；
- (c) 在严格遵守本协议规定的前提下使用本软件。

1.4 除条例 2.2 适用情况，如果您想在多台计算机上同时安装和运行本软件，您需要获得 PC Tools 的书面同意，并按照 PC Tools 的规定支付额外授权费用。

1.5 本软件在此授予的使用许可仅允许您使用您从 PC Tools 处安装或购买的软件版本，不允许您使用本软件的其他任何版本。使用其他软件版本应由您和 PC Tools 另签一份独立协议。如果您与 PC Tools 另签的一份独立协议规定由 PC Tools 为您提供本软件的任何升级，除非您在接收、安装或运行这些更新时（更新可能包括但不限于 PC Tools 要求您在使用更新前接受一份新的最终用户许可协议）PC Tools 另有说明，使用更新应依然遵守本协议。

1.6 您知悉 PC Tools 会提供本软件的维护和更新，但除非您购买的订阅允许您在指定时间段内获得更新，或者您已经购买并签订了独立的维护合同，否则 PC Tools 没有义务提供相关维护和更新。如果您购买的订阅未注明订阅期限，订购期为您首次购买或首次安装本软件起（以较早发生者为准）起一年内。如果想收到维护和更新相关的信息，请定期访问 PC Tools 网站

www.PCTools.com。

1.7 您知悉若您购买的使用授权协议或另外的维护授权协议到期时，您将不再有权接收任何更新，除非您购买新的授权或维护协议。您也知悉在任何授权期限或维护协议到期后，PC Tools 将限制本软件功能，直至您购买新的授权或维护协议为止。

2. 许可费用

2.1 您可以在收到本软件之后付款，但您只有在支付完许可费后才有权使用本软件。信用卡付款须得到付款提供商的确定后，才被视作已付款。单独的许可费可按第 1.4 条中的情形支付。

2.2 如果您下载的是本软件的免费使用版，您可以在未规定的时间段内（但须受到试用版在时间或功能上的限制）在一台或多台计算机上使用。但在支付授权费前，您无权获得软件的技术支持和完整功能。

3. 被授权人义务

3.1 作为被授权人，您须承担以下义务：

- (a) 除出于备份和安全目的临时拷贝一份软件，未经 PC Tools 明确同意—除本协议明确说明和适用法赋予您权利，不得以任何方法或形式打印、拷贝、复制、翻译、更改、改动、逆向解析、反编译或修改本软件；
- (b) 根据本协议条款监督并控制本软件使用；
- (c) 确保您的员工、分包商及其他被授予软件访问权的人员皆知悉本协议条款；
- (d) 除 (c) 项所列人员外，在未经 PC Tools 书面同意情况下，不得以任何形式提供本软件给他人使用；
- (e) 不得以任何形式向任何人赠与、出租、转让、授权、再授权、转交、分发、透露、散布或发行本软件，或试图上述任何行为；
- (f) 不得修改、更改、移除、或混淆任何与本软件所有权有关的声明或其他说明（包括版权声明）；

- (g) 除本协议明确规定外，不得在一台以上的个人单机计算机上访问或使用本软件，也不得在任何时候准许一个以上的用户同时访问本软件；
- (h) 不得在任何用于创建病毒特征码、病毒检测例行程序以及其他数据或代码（用于检测恶意代码或数据）的自动、半自动或手动工具中使用本软件；
- (i) 不从事任何侵害 PC Tools 在本软件中的知识产权行为。

3.2 您知悉第 1 条赋予您的权利并未使您成为本软件的所有人，亦未将本软件之任何版权或任何知识或工业产权转交或转让给您。

3.3 您知悉本软件将试图移除程序代码，如病毒、间谍软件、广告软件及恶意软件。在某些情况下，移除程序代码，用安装该代码的宿主软件或宿主程序进行停止操作，可能会导致您违反某个许可协议。您同意在您允许移除任何与宿主程序相关联的病毒、间谍软件、广告软件或恶意软件之前，先参考宿主程序的所有许可协议条款。

4. 保证

4.1 您知悉本软件运行中可能会出现中断，且无法保证完全不出错误，您也知悉这类错误的存在并不构成 PC Tools 对本协议的违反。PC Tools 不保证本软件将检测和/或移除所有已知病毒、间谍软件、广告软件、恶意软件、木马、击键记录器及追踪软件，查找到您计算机中所有的浏览器感染和追踪 cookie，也不保证本软件将并非地偶尔错误报告未受病毒感染的文件或系统中有此病毒。若软件为测试版本，您知悉并同意 (i)本软件可能含有错误和缺陷，可能无法达到预期或产品说明所描述的功能；(ii)由您承担使用本软件的所有风险，并同意持应有的谨慎态度在您计算机系统中安装、执行和测试本软件。

4.2 PC Tools 将不时发表适合本软件执行的特定操作系统（即“兼容操作系统”）。您同意除兼容操作系统外，不在其他操作系统中执行或安装本软件。您知悉并同意，若在非兼容操作系统中执行，本软件可能无法正确执行，并可能干扰其他软件。

4.3 若制定法、普通法或衡平法（即“规定条款”）蕴含的条款、情形、陈述或保证可针对本协议，且依法不得例外，规定条款将对本协议适用，除 PC Tools 因违反任何规定条款需承担的责任，在法律允许范围内可自行通过如下一个或多个方案解决：

- (a) 更换本软件为违反条款所指定的软件，或提供等效软件。
- (b) 修复软件；
- (c) 为更换软件或获得等效软件支付费用；
- (d) 支付修复软件的费用。

4.4 若 PC Tools 因违反规定条款需承担的责任可免除，则按法律许可的最大程度免除。

4.5 除有规定条款指出，且条款无法例外或限制，或在以下条款中有明确陈述：

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- (b) 无论何种情况，因本软件的提供和使用或违反相关条款而造成任何损失、损坏或伤害（包括但不限于任何利润损失、间接或附带损失、损坏或伤害），您不得以此为理由向 PC Tools 提出诉讼，也没有权利要求获得相关的赔偿或恢复。

- (c) 在以上 (b) 项之约束下，若 PC Tools 违反本协议任何条款或由于您使用本软件而致使 PC Tools 须对您承担责任，最大责任限度为您购买本软件时支付给 PC Tools 的金额。如果您没有向 PC Tools 支付本软件的任何费用，则赔偿金额上限为一美元。

4.6 您知悉您通过独立判断获得本软件，而非依赖于 PC Tools 在本协议中对本产品的简单陈述，也不依赖于任何文档（包括 PC Tools 制作的产品目录和宣传材料）中的描述，图示或说明。

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- 5.3 若因违反第 5 条而造成 PC Tools 须向第三方承担的所有责任、费用或支出，您须赔偿 PC Tools 全部金额。

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- 6.1 本软件为阻止您计算机中的恶意行为而设计。如果检测到潜在恶意行为，本软件将提示您对可疑进行“允许”或“隔离”操作。如果您将本软件的社区保护功能设为“开启”，该事件的相关信息将被收集并发送至 PC Tools。此信息会包括对警报的回应、您计算机的 IP 地址、警报触发文件的拷贝，以及关于该文件的其他信息。此数据的传送仅出于研究和分析目的，有助于确定某个进程是否存在恶意性质，不含私人数据。
- 6.2 如果您将社区保护功能选项设置为“开启”，软件首次启动时，我们会收集安装在您计算机中的所有浏览器插件信息。这些信息不含任何私人数据，收集到的信息仅用于帮助减少错误警报。
- 6.3 仅为创建特征码文件以防止特定威胁进一步扩散，PC Tools 才会将收集到恶意软件文件样本与其他安全产品提供商共享。
- 6.4 所有信息和文件样本将完全保密，且无法逆向追踪至个人用户。
- 6.5 本软件每次安装都伴有一个唯一匿名标识符，标识符不含任何私人数据，仅用于追踪总活跃用户数。

7. 许可期限

- 7.1 本协议生效始于许可费支付完成，或您首次安装和使用本软件（以较早发生为准），终止于如下情况：
 - (a) 如果您违反了本协议条款；
 - (b) 如果您作为企业，已成为破产程序对象，或官方已为您指派清算人、委托管理人或审核员，或您已无力偿还债务；
 - (c) 如果您作为个人而非公司已丧失偿还债务能力；
 - (d) 如果您作为公司或合作人已解散；
 - (e) 如果您因为任何原因毁坏本软件和/或本产品。

- 7.2 协议终止后，您或您的指定代理人应对余下的软件及产品拷贝做销毁处理，或按照 PC Tools 所指定的方式归还或处理这些材料。
- 7.3 若本协议因本条款终止，PC Tools 在本协议或法律规定下享有的任何权利或赔偿将不受影响。

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- 8.2 本软件及其基本信息和技术不得下载、出口，或再出口至 (i) 美国贸易禁运国及其国民和居民，包括古巴、北朝鲜、伊朗、苏丹、叙利亚等国家；或 (ii) 任何被列入美国财政部特别指定国家名单、美国商务部被禁人士名单、未证实名单、实体名单、反扩散制裁或通用法令的个人。下载或使用本软件，即表示您同意前述文字，并声明且保证您不在上述国家、不受其控制、非上述国家国民或居民、也不在上述名单中。且您知悉，您有责任获得任何必要的美国政府许可，以确保遵守美国法律。

9. 转让

未经 PC Tools 书面同意，您不得以任何方式交易本协议下的利益（无论是通过转让、再授权还是其他方式）。您的继承人和受托人须遵守本协议。

10. 弃权

任何时候，双方任有一方未能执行或忽视了本协议的任何规定，不被解释或视为该方放弃了本协议下的权利。

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若您不同意 PC Tools 对协议条款所作的任何修改，须将本软件从您的计算机中卸载或停止继续使用本软件。在这种情况下，您可与 PC Tools 联络以确定您是否有资格获得之前购买本软件时支付给 PC Tools 的全额或部分退款（按 PC Tools 列出的关于退款事项的情形）。

12. 准据法和管辖范围

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