

UNDERTAKING

Preamble

McAfee Ireland Limited (the “Company”) has fully co-operated and constructively engaged with the Competition and Markets Authority (“CMA”) in voluntarily providing the undertaking below, pursuant to section 219 of the Enterprise Act 2002, to the CMA to address concerns raised in connection with the CMA’s investigation into the UK anti-virus software sector. The Undertaking sets out the changes that the Company will make to its consumer-facing practices towards consumers in the UK following discussions with the CMA. By providing this Undertaking the Company makes no admission, express or implied, that it has infringed UK consumer law.

UNDERTAKING

PART 8 OF THE ENTERPRISE ACT 2002 (“EA02”)

UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY (“CMA”) UNDER SECTION 219 OF THE EA02

McAfee Ireland Limited (the “Company”), Company Registration Number 390804 (registered in Ireland) with a registered office of Custom House Plaza, Block 6, International Financial Services Centre, Dublin 1, Ireland, provides the following UNDERTAKING to the CMA pursuant to section 219 of the EA02, in response to the CMA’s consumer protection law investigation into automatic renewal practices in the supply of Anti-Virus Products (the “Undertaking”).

Interpretation

1. Defined terms are set out in **Annex A** of this Undertaking.
2. Unless otherwise specified, each of the requirements of the Undertaking applies to Relevant Contracts that are made available to UK consumers via the desktop, mobile and tablet-based formats of the McAfee Website.
3. References to “consumers” or “customers” in this Undertaking mean consumers or customers in the UK.

Steps to be taken by the Company

4. Without any admission of liability or wrongdoing, the Company undertakes to the CMA that during the course of its business within the UK, whether alone or via a body corporate with which it has a special relationship as defined by section 222(3) of the EA02, it shall take the actions set out in paragraphs 4(a) to 4(gg) below:

Price promotions

- (a) The Company shall not represent that, or make representations which give the overall impression that, the Initial Subscription Fee is discounted from the Initial Subscription Fee that is normally paid by consumers purchasing an Anti-Virus Product for the first time, when it is not. In particular, by:
 - (i) representing that the difference in the amount between a higher Subsequent Subscription Fee and the Initial Subscription Fee constitutes a “saving” (including a percentage saving) or similar; and/or
 - (ii) using a strike-through price display in respect of the Initial Subscription Fee amount and the Subsequent Subscription Fee at that time with the amount of the latter being struck out with a line.

Maintenance of existing full refund rights and new Pro-Rata Refund right

- (b) The Company shall:

- (i) maintain the consumer’s contractual right to a Full Refund Window of at least 30 days from the date on which the consumer enters into the Relevant Contract;
- (ii) maintain the consumer’s contractual right to a Full Refund Window of at least 60 days from the date on which any Subsequent Subscription Fee is taken;
- (iii) introduce and maintain a contractual right for the consumer to be paid the Pro-Rata Refund Amount where the consumer has initiated a refund request in the period falling after the end of the Full Refund Window referred to in paragraph 4(b)(ii) above but before the end of the penultimate month of the Subsequent Subscription Period; and
- (iv) where a consumer has made a request for a Full Refund or a Pro-Rata Refund (as the case may be) in accordance with the terms of the Refund Policy, pay the refund due as soon as reasonably practicable.

Provision and timing of pre-contract information relating to automatic renewal and refunds on the McAfee Website

Navigation to “My Account” page and “Customer Support” pages on the Homepage

- (c) The Company shall provide a navigation bar for consumers who already have an account on that part of the Homepage which the consumer first sees when the Homepage loads. This navigation bar shall contain a Clear and Prominent Access Route to the Mechanism To Change Automatic Renewal Settings (also accessible via the grid icon) and the Mechanisms To Terminate the Relevant Contract and Seek a Refund.

Introductory offer

- (d) During the transaction which concludes with the consumer entering a Relevant Contract and directly before the consumer is presented with the button to select a specific type of Anti-Virus Product on the McAfee Website, the Company shall provide the following Clear and Prominent Information:
 - (i) the amount of the Initial Subscription Fee;
 - (ii) the length of the Initial Subscription Period;
 - (iii) the consequence of Automatic Renewal namely that, unless Automatic Renewal is disabled, the Initial Subscription Period will Automatically Renew onto a Subsequent Subscription Period and a Subsequent Subscription Fee will be taken;
 - (iv) the length of the Subsequent Subscription Period;
 - (v) the amount of the Subsequent Subscription Fee at the time of the offer and an acknowledgment next to the amount that it may be subject to change; and
 - (vi) a Clear and Prominent Access Route which leads directly to the information set out in paragraph 4(e) below.

Terms and offer details

- (e) As referred to at paragraph 4(d)(vi) above (*Introductory offer*), within the Clear and Prominent Information referred to in paragraph 4(d), the Company shall provide a Clear and Prominent Access Route directly to the following Clear and Prominent Information:
 - (i) the Relevant Contract is a contract for a subscription;

- (ii) the Initial Subscription Period of the Relevant Contract will Automatically Renew onto a Subsequent Subscription Period unless Automatic Renewal is disabled;
- (iii) how and when the consumer may change their Automatic Renewal settings;
- (iv) an explanation that the amount of the Subsequent Subscription Fee will be higher than the amount of the Initial Subscription Fee and that the current Subsequent Subscription Fee may be subject to change;
- (v) how and when, before the end of the Initial Subscription Period and Subsequent Subscription Periods, the consumer will be advised of the amount of the Subsequent Subscription Fee;
- (vi) the timing of the payment of the Subsequent Subscription Fee;
- (vii) the nature of the consumer's termination rights, the consumer's right to a Full Refund and to a Pro-Rata Refund and details of where they can find information on their refund rights; and
- (viii) a Clear and Prominent Access Route which leads directly to the information set out in paragraph 4(f) below.

Access Routes from terms and offer details

- (f) The Clear and Prominent Information referred to at paragraph 4(e) above (*Terms and offer details*) will include a Clear and Prominent Access Route to each of the following:
 - (i) the Refund Policy;
 - (ii) the Mechanisms To Terminate the Relevant Contract and Seek a Refund;
 - (iii) Clear and Prominent Information on the steps that the consumer can take to turn off Automatic Renewal; and
 - (iv) the EULA.

Location of information and access routes

- (g) The Company shall provide the Clear and Prominent Information referred to in paragraph 4(e) above (*Terms and offer details*) (together with the Clear and Prominent Access Routes referred to at paragraph 4(f) above (*Access Routes from terms and offer details*)) on any McAfee Website page which contains the button to select a specific type of Anti-Virus Product including the Homepage and Product Pages.
- (h) The Company shall ensure that:
 - (i) the Homepage and Product Pages (except where accessed via an affiliate page or a paid search result) include a Clear and Prominent Access Route accessible in the grid icon on the navigation bar to frequently asked questions (marked as "FAQ" or similar) containing Clear and Prominent Information on a question covering whether the Relevant Contract will Automatically Renew, what steps the consumer can take to prevent this and a further question (with the word "refund" in the question, such as "How do I obtain a refund?" or similar) on the consumer's Full Refund and Pro-Rata Refund rights; and

- (ii) In addition, the Product Pages include Clear and Prominent Information, under the heading “frequently asked questions”, “FAQ” or similar, concerning a question on whether the Relevant Contract will Automatically Renew, what steps the consumer can take to prevent this and a further question (with the word “refund” in the question, such as “How do I obtain a refund?” or similar) on the consumer’s Full Refund and Pro-Rata Refund rights.
- (i) The Company shall provide information in the answers to the question(s) on Automatic Renewal and refund rights at paragraph 4(h) above via a single Clear and Prominent Access Route in response to each such question, and the answers shall include the following Clear and Prominent Information (as applicable):
 - (i) the Initial Subscription Period of the Relevant Contract will Automatically Renew onto a Subsequent Subscription Period of 1 year unless the consumer disables Automatic Renewal;
 - (ii) how the consumer may change their Automatic Renewal settings (together with a Clear and Prominent Access Route to the Mechanism To Change Automatic Renewal Settings and a Clear and Prominent Access Route to further Clear and Prominent Information on the precise steps that the consumer must take to turn off Automatic Renewal);
 - (iii) the timing of payment of the Subsequent Subscription Fee;
 - (iv) the nature of the consumer’s Full Refund and Pro-Rata Refund rights, including when such rights are available and how the consumer can obtain a refund;
 - (v) a Clear and Prominent Access Route to the Refund Policy; and
 - (vi) the Mechanisms To Terminate the Relevant Contract and Seek a Refund.

Check-out page

- (j) Directly before the consumer places an order for an Anti-Virus Product on the McAfee Website (and thereby enters a Relevant Contract), the Company shall provide the following Clear and Prominent Information:
 - (i) the Initial Subscription Period of the Relevant Contract will Automatically Renew onto a Subsequent Subscription Period;
 - (ii) the amount of the Subsequent Subscription Fee at the time of the offer and an acknowledgment it may be subject to change;
 - (iii) the timing of the payment of the Subsequent Subscription Fee;
 - (iv) that the consumer will be sent an email reminder from the Company in advance of the Subsequent Subscription Fee being taken; and
 - (v) the timings for the consumer to disable Automatic Renewal (that is before the Subsequent Subscription Fee is taken); and
 - (vi) how the consumer may change their Automatic Renewal settings.

Consent tick-box on check-out page

- (k) Before the consumer enters into the Relevant Contract, the Company shall provide a separate, stand alone, Clear and Prominent (unticked) consent tick-box, which must be ticked by the consumer before a Relevant Contract can be entered. The text next to the box will state that the consumer is entering a contract which will Automatically Renew, and for which payment of the Subsequent Subscription Fee will be taken 30 days before the Initial Subscription Period expires.

EULA

- (l) The Company undertakes that the standard terms and conditions of Relevant Contracts shall be drafted Clearly and Prominently, including in relation to those terms relating to Automatic Renewal and payment, and termination. The refund rights set out in the Refund Policy (as set out at paragraph 4(b)(i)-(iii) above) shall be incorporated by reference into the Relevant Contract and a Clear and Prominent Access Route to the Refund Policy provided.

Refund Policy

- (m) The Company undertakes that by 30 June 2021 the Refund Policy shall:
 - (i) provide a Clear and Prominent Access Route to the Mechanisms To Terminate the Relevant Contract and Seek a Refund; and
 - (ii) be drafted Clearly and Prominently, including, in relation to the consumer's right to a Full Refund and to a Pro-Rata Refund (as referred to in paragraph 4(b) above), when such rights are available, how such Refund Amounts will be calculated, and how in practice the consumer may claim such refunds from the Company.

Individual Communications directly to specific consumers

Email confirmation that a Relevant Contract has been formed

- (n) The Company shall send an email to each consumer immediately after the Relevant Contract is entered into by the consumer concerned, which shall include the following Clear and Prominent Information:
 - (i) the Relevant Contract is a contract for a subscription;
 - (ii) the Initial Subscription Period of the Relevant Contract will Automatically Renew onto a Subsequent Subscription Period of 1 year unless the consumer disables Automatic Renewal;
 - (iii) how the consumer may change their Automatic Renewal settings;
 - (iv) the amount of the Subsequent Subscription Fee at the time the Relevant Contract is entered and an acknowledgment it may be subject to change;
 - (v) the timing of the payment of the Subsequent Subscription Fee;
 - (vi) the consumer's right to cancel the contract and obtain a Full Refund within the 30 day Refund Window referred to at paragraph 4(b)(i) above; and
 - (vii) the Clear and Prominent Access Routes referred to at paragraph 4(o) below.

(o) The Clear and Prominent Information referred to in paragraph 4(n) above will include Clear and Prominent Access Routes to:

- (i) the Mechanism To Change Automatic Renewal Settings; and
- (ii) the Refund Policy.

Automatic Renewal reminder

(p) Where a Relevant Contract is due to Automatically Renew, the Company shall send a Renewal Reminder to the consumer's last known email address no more than 40 days and no less than 7 days prior to the date on which the Subsequent Subscription Fee will be paid or taken.

(q) The Renewal Reminder will be Clearly and Prominently marked as a notice regarding the consumer's Relevant Contract and related payment, in a way which indicates that this is an email which requires the consumer's attention and clearly differentiates it from marketing communications, and will include the following Clear and Prominent Information:

- (i) a heading stating "Subscription Notice", or similar wording making it clear that this is an important communication concerning the consumer's subscription;
- (ii) an opening statement "In 30 days, we'll auto-renew your McAfee subscription", or similar wording making it clear that the consumer's contract will auto-renew and the timing for this;
- (iii) the amount of the Subsequent Subscription Fee;
- (iv) the date at which the Subsequent Subscription Fee payment, to which the Renewal Reminder relates, will be taken or must be made;
- (v) the length of the Subsequent Subscription Period and the name of the Anti-Virus Product to which the Reminder relates;
- (vi) how the consumer may disable Automatic Renewal;
- (vii) the consumer's right to cancel the contract and obtain a Full Refund within the 60 day Full Refund Window referred to at paragraph 4(b)(ii) above;
- (viii) the option available to the consumer to Manually Renew a Relevant Contract; and
- (ix) the Clear and Prominent Access Routes referred to at paragraph 4(r) below.

(r) The information referred to in paragraph 4(q) above will include Clear and Prominent Access Routes to:

- (i) the Mechanism To Change Automatic Renewal Settings;
- (ii) the Refund Policy; and
- (iii) the mechanism to Manually Renew a Relevant Contract.

Confirmation email after Subsequent Subscription Fee taken

(s) The Company shall send an email to each consumer immediately after the Subsequent Subscription Fee is taken from the consumer's payment mechanism. This email will be

Clearly and Prominently marked as a notice regarding the consumer's Relevant Contract and related payment, in a way which indicates that this is an email which requires the consumer's attention and clearly differentiates it from marketing communications, and the following Clear and Prominent Information shall be included in this email:

- (i) the amount of the Subsequent Subscription Fee taken;
 - (ii) the start and end dates of the Subscription Period to which the payment referred to in paragraph 4(s)(i) above relates and the name of the Anti-Virus Product to be provided in exchange for this payment;
 - (iii) the consumer's right to cancel the contract and obtain a Full Refund within the 60 day Refund Window referred to at paragraph 4(b)(ii) and thereafter the consumer's Pro-Rata Refund right referred to at paragraph 4(b)(iii) above;
 - (iv) a statement that the Subsequent Subscription Period of the Relevant Contract will Automatically Renew onto a further Subsequent Subscription Period of 1 year unless the consumer changes their Automatic Renewal settings, or similar wording making it clear that the consumer's Relevant Contract will auto-renew unless the consumer takes action, as specified;
 - (v) how the consumer may disable Automatic Renewal for the Subsequent Subscription Period;
 - (vi) the fact that any Subsequent Subscription Fee (charged upon the next Automatic Renewal) is subject to change and the timing of payment of that Subsequent Subscription Fee;
 - (vii) a telephone number or other immediately accessible and direct method to contact McAfee customer support;
 - (viii) an Access Route to the Company's customer support page, together with Clear and Prominent details on how the consumer can reach customer support; and
 - (ix) the Clear and Prominent Access Routes referred to at paragraph 4(t) below.
- (t) The Clear and Prominent Information referred to at paragraph 4(s) above will include a Clear and Prominent Access Route to each of the following:
- (i) the Refund Policy;
 - (ii) the Mechanisms To Terminate the Relevant Contract and Seek a Refund; and
 - (iii) the Mechanism To Change Automatic Renewal Settings.

Mechanism to change automatic renewal settings

- (u) The Company shall maintain a fully electronic and automated system on the McAfee Website which allows the consumer to disable Automatic Renewal in a simple and straightforward fashion. The system shall include the following features:
- (i) the consumer shall be able to inform the Company that Automatic Renewal must be disabled, via a Clear and Prominent electronic button marked "End auto-renewal", or similar button, that makes it clear that the consumer can change their auto-renewal setting by clicking that button;

- (ii) the button referred to in paragraph 4(u)(i) above shall be accessible via Clear and Prominent Access Routes (which for the avoidance of doubt are not accessible by a drop-down menu) beginning with a Clear and Prominent Access Route (marked auto-renewal settings or similar) on the My Account Homepage;
 - (iii) at no point in the process of disabling Automatic Renewal will the consumer be asked to complete any mandatory free text field and the consumer will be given the Clear and Prominent option to “turn off” or “end” automatic renewal or similar throughout the process of disabling Automatic Renewal;
 - (iv) following the consumer changing their auto-renewal status by using the button referred to in paragraph 4(u)(i) above, the consumer shall be provided with a confirmation that Automatic Renewal has been changed in the account status displayed on the relevant page;
 - (v) this confirmation referred to in paragraph 4(u)(iv) above shall provide the consumer with Clear and Prominent Information of the fact that the consumer’s Automatic Renewal is now off and of the date at which the Relevant Contract will end; and
 - (vi) the consumer shall at all times be able easily to identify their Automatic Renewal status by accessing the “My Account” page.
- (v) The Company shall use best endeavours (including using reasonable endeavours to act as soon as practicable and with expedition to take the specified action in the specified timeframe) to implement all the features of the system described in paragraph 4(u) above by 30 September 2021.

Mechanism to seek a refund

- (w) The Company is developing and will introduce an online refund mechanism, available via the McAfee Website, which will facilitate the process by which consumers can exercise their refund rights referred to at paragraph 4(b) above. The online refund mechanism will:
- (i) allow the consumer to terminate their contract within the Full Refund Window by clicking an electronic button clearly labelled “End Contract now and Claim Refund” or similar and request a Full Refund;
 - (ii) allow the consumer to indicate that they wish to terminate their contract outside the Full Refund Window by clicking an electronic button clearly labelled “End my Contract now and Claim Refund” or similar and request a Pro-Rata Refund.
- (x) The Company shall ensure that the online refund mechanism referred to in paragraph 4(w) above will operate in a simple and straightforward manner and that consumers who are eligible to complete their refund online may obtain a Full Refund or a Pro-Rata Refund (as the case may be) without leaving the McAfee Website. Without prejudice to the foregoing:
- (i) reasons why a consumer might not be able to obtain such a refund without leaving the McAfee Website, and might instead be directed to contact Customer Services, would include where it is necessary for the Company to obtain updated payment details or other information necessary for authenticating the user or processing the refund from the relevant consumer; and
 - (ii) the consumer may be offered the option to provide information as to why they are ending their contract and claiming a refund and/or the option to be offered

alternatives to terminating the Relevant Contract and seeking a Full Refund or Pro-Rata Refund, such as a price reduction or an alternative product.

- (y) The Company shall use best endeavours (including using reasonable endeavours to act as soon as practicable and with expedition to take the specified action in the specified timeframe) to implement the online refund mechanism referred to in paragraph 4(w) above on or before 31 January 2022 and until it does so:
 - (i) it shall report on progress on the development and implementation of the mechanism in the Compliance Reports (save that, if the mechanism is not implemented by 31 January 2022, it will thenceforth report on progress of the development and implementation of the mechanism by the close of business at the end of each calendar month until such time as the mechanism has been implemented);
 - (ii) it shall allow the consumer to access the Full Refund and Pro-Rata Refund rights referred to at paragraph 4(b) above in a straightforward manner via the customer support pages on the McAfee Website, via telephone and via a 24/7 Webchat Function.

Miscellaneous Provisions

- (z) The Company shall use best endeavours (including using reasonable endeavours to act as soon as practicable and with expedition to take the specified action in the specified timeframe) to ensure that, by 30 September 2021, any McAfee Software which it makes available for download by the consumer on or after that date onto each of the devices covered by the Anti-Virus Product will include, under the Clear and Prominent “My Info”, “My Account” or “Settings” tab (as appropriate) heading in the navigation bar that the consumer first sees when opening the McAfee Software, a Clear and Prominent Access Route to each of the following:
 - (i) Clear and Prominent Information on the precise steps that the consumer must take to turn off Automatic Renewal;
 - (ii) the Mechanism To Change Automatic Renewal Settings; and
 - (iii) the Mechanisms To Terminate the Relevant Contract and Seek a Refund.
- (aa) In any representation to a consumer about the benefits of an Additional Product, the Company shall state Clearly and Prominently, before the consumer enters into a Relevant Contract, that the supply of an Additional Product is conditional on Automatic Renewal being enabled (where this is the case).
- (bb) The Company shall ensure that when a consumer redeems an activation code for an Anti-Virus Product on the McAfee Website and are provided with the option to accept (or not) the Automatic Renewal provisions before the formation of the Relevant Contract, that such an option is presented as a Clear, genuine and free-standing choice.
- (cc) When a consumer redeems an activation code for an Anti-Virus Product on the McAfee Website, the Company shall provide the following Clear and Prominent Information on the web page providing the option to opt in (or not) to the Company’s Automatic Renewal provisions:
 - (i) the Relevant Contract is subject to Automatic Renewal;

- (ii) the amount of the Subsequent Subscription Fee at the time of the activation and an acknowledgment it may be subject to change;
 - (iii) the timing of the payment of the Subsequent Subscription Fee;
 - (iv) how the consumer may disable Automatic Renewal; and
 - (v) the Clear and Prominent Access Routes referred to in paragraph 4(dd) below.
- (dd) The Clear and Prominent Information referred to in paragraph 4(cc) above will include Clear and Prominent Access Routes to each of the following:
- (i) Clear and Prominent Information that the consumer will be sent an email reminder from the Company in advance of the Subsequent Subscription Fee being taken;
 - (ii) Clear and Prominent Information on the timings for the consumer to disable Automatic Renewal (that is before the Subsequent Subscription Fee is taken); and
 - (iii) Clear and Prominent Information on the nature of the consumer's right to a Full Refund and to a Pro-Rata Refund (as the case may be) of the Subsequent Subscription Fee.
- (ee) The Company shall not represent that, or make representations that give the overall impression that, the consumer can terminate the Relevant Contract at any point during the duration of the Initial Subscription Period, when this is not the case, in particular by the use of the phrase 'cancel at any time.'
- (ff) The Company shall periodically notify customers of the importance of ensuring that the Company has their up-to date email address associated with the account for the duration of the Relevant Contract.
- (gg) Where an Additional Product, Anti-Virus Product or other benefit is offered and/or promoted to a consumer on the condition that Automatic Renewal is enabled by the consumer, the Company shall include on the web page before the consumer accepts (or not) the offer or promotion the Clear and Prominent Information at paragraph 4(d)(iii)-4(d)(v) above.

Previous Refund Requests

5. In relation to a Relevant Contract, for those consumers who were subject to a Subsequent Subscription Fee following Automatic Renewal and made a Request For A Refund between 1 January 2020 and the date of this Undertaking but were denied such a refund, the Company undertakes to make the following offer:
- (a) payment of a Pro-Rata Refund Amount, calculated on the basis set out at paragraph 4(b)(iii) above by reference to the date on which the consumer first made the Request For A Refund;
 - (b) save that where, at the time of making the offer, the consumer has a Relevant Contract with the Company, the Company may offer the consumer a choice between (i) the Pro-Rata Refund Amount referred to at paragraph 5(a) above and (ii) a further 1-year Subscription Period of their Relevant Contract without charge,
(together the '**Offer**').

6. The Company shall communicate the Offer to relevant consumers by email containing Clear and Prominent Information that:
 - (a) alerts those consumers to the Company's Offer, including details on how the Pro-Rata Refund Amount is calculated and examples of worked calculations;
 - (b) enables those consumers to obtain further information about the Offer;
 - (c) provides details about how those consumers can communicate acceptance of the Offer, together with a Clear and Prominent Access Route which enables the consumer to do so;
 - (d) confirms that the Offer is open for acceptance for a period of not less than 28 calendar days; and
 - (e) confirms that the Offer is a one-off offer which does not affect the consumer's Full Refund or Pro-Rata Refund rights in relation to any current Subscription Period.
7. The Company undertakes that the Offer will be made to the individual who entered into the Relevant Contract, or, where applicable, to a person lawfully authorised to negotiate and accept the Offer. It will use its best endeavours (including using reasonable endeavours to act as soon as practicable and with expedition to take the specified action in the specified timeframe) to make the Offer to those individuals within 20 Working Days of the date of this Undertaking.
8. Where an Offer of a Pro-Rata Refund Amount is accepted, the Company undertakes to make the refund payment or activate the further 1-year Subscription Period without charge within 30 Working Days after the day on which written or oral notice of such acceptance is received.
9. The Company undertakes, in the Compliance Report immediately following the cut-off date of the Offer referred to at paragraph 6(d) above, to provide the CMA with the following information:
 - (a) the total number of individuals to whom an Offer has been made separately under each of sub-paragraphs 5(a) and 5(b);
 - (b) in respect of any eligible individuals who have not been made an Offer, an explanation of why the Offer has not been made, and the action the Company proposes to take to make an Offer in accordance with paragraphs 5-7;
 - (c) the total number of individuals who have accepted an Offer broken down by each of the sub-paragraphs referred to at paragraph 5; and
 - (d) the total amount paid to individuals who have accepted an Offer broken down by each of sub-paragraphs referred to at paragraph 5.

Recording and monitoring compliance

Records of Customer Contacts

10. From the date of this Undertaking until the Reporting End Date, the Company undertakes to maintain adequate records of the content of every Consumer Contact (both written and verbal) concerning or in any way relating to (i) Automatic Renewal of a Relevant Contract and (ii) the refund process (including the outcome of that process) for Full Refund Amounts and Pro-Rata Refund Amounts.

Compliance Reports

11. From the date of this Undertaking until the Reporting End Date, the Company undertakes that within 10 Working Days of the end of each Reporting Period it will produce a Compliance Report to the CMA relating to that Reporting Period which provides:
 - (a) an explanation of any Major Changes made during the Reporting Period and reasons for such changes, together with a statement that notwithstanding such changes (or in the absence of them) the Company believes that the requirements in this Undertaking are being fully complied with;
 - (b) the total number of customers whose Relevant Contract Automatically Renewed and subsequently requested and obtained i) a Full Refund Amount and ii) a Pro-Rata Refund Amount respectively;
 - (c) the total value of Full Refund Amounts in GBP;
 - (d) the total value of Pro-Rata Refund Amounts in GBP;
 - (e) the number of customers whose contracts have Automatically Renewed;
 - (f) the total value of Automatic Renewals in GBP;
 - (g) the total number of any customers to whom i) a Full Refund Amount or ii) a Pro-Rata Refund Amount has not been processed, together with the reason code explaining why they have not been paid and the frequency with which each such reason code was used;
 - (h) the total number of Consumer Contacts described at paragraph 10 above (*Records of Customer Contacts*);
 - (i) an update on the status of the development and/or implementation of the online refund mechanism referred to at paragraphs 4(w) to 4(y) above; and
 - (j) in the applicable Compliance Report, an update on the status of the implementation of the Offer referred to at paragraph 9 above.

Other matters relating to compliance

12. Nothing in paragraph 11 above shall preclude the CMA from exercising any statutory right or power to seek to prevent the Company from implementing any change to its consumer-facing business practices or to require it to reverse any such change.
13. In relation to paragraph 11 above, no evidence relating to the information provided may be adduced by or on behalf of the prosecution in any criminal proceedings against the Company, its directors, employees, or any member of its corporate group.
14. The Company undertakes to comply with any ASA ruling relating to any Anti-Virus Product.
15. In each of the three monthly customer engagement emails sent following the date falling 20 Working Days after the date of the Undertaking, the Company undertakes to include a Clear and Prominent statement about the updates made to the EULA and Refund Policy and about the introduction of the new Pro-Rata Refund right.

Supplemental

16. Nothing in this Undertaking:

- (a) represents or shall be construed as an admission by the Company, its directors, employees, or any member of its corporate group, that it has infringed consumer law;
 - (b) limits or restricts consumers' existing statutory or contractual rights (or the Company's obligations in respect of these rights) in any way;
 - (c) constitutes approval or certification of the Company's compliance with consumer protection laws or admission that the Company has not complied with consumer protection laws; or
 - (d) precludes the Company from making further changes which are consistent with this Undertaking, including but not limited to:
 - (i) if required by law;
 - (ii) to comply with any ruling of the ASA; and
 - (iii) to provide a higher standard of consumer protection or improve user experience, and the Company will not make any statement or claim, either publicly or to any consumer, that says, implies or could be taken to imply the opposite.
17. Subject to any express provision to the contrary made herein, the Undertaking is effective at the date at which it is signed (referred to herein as 'the date of the Undertaking'), and any coding changes necessary to implement the Undertaking shall be completed as soon as reasonably practicable and in any event within 60 days of the date of the Undertaking.
18. In the Undertaking, unless an alternative meaning is expressly provided for, any reference to 'day' means calendar day. Where a deadline provided for in the Undertaking ends on a non-working day, the reference shall be taken to mean the deadline falling on the following Working Day.
19. The Company undertakes to provide the CMA, within 5 Working Days of the date of this Undertaking the contact details of an appropriate employee for the purpose of the Company promptly responding to any requests the CMA may have in relation to compliance with this Undertaking. The Company further undertakes to promptly provide the CMA with any update to such contact details in the event the identity and/or location of the relevant employee changes.
20. The Undertaking and any dispute, claim and/or enforcement action (including non-contractual disputes or claims) arising out of or in connection with them or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Undertaking or its subject matter or formation.
21. The Company undertakes to provide to the CMA, within 5 Working Days of the date of this Undertaking an address within England and Wales at which the Company will accept service of any application to a court seeking an order against it under Section 215 of the EA02 or Schedule 5 of the Consumer Rights Act 2015. The Company also undertakes to maintain an address within England and Wales for service of any such application and to notify the CMA if that address changes within 5 Working Days of the date of the change.

BY SIGNING THIS UNDERTAKING, THE COMPANY IS AGREEING TO THE TERMS OF THE UNDERTAKING.

IF HAVING SIGNED THIS DOCUMENT THE COMPANY BREACHES ANY PART OF THE ABOVE UNDERTAKING, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.

Signed on behalf of the Company by:

Signature

Print name

Position Director

Date 21 May 2021

Annex A

Definitions

For the purpose of this Undertaking:

- **Access Route** means a way for a user of the McAfee Website to access features such as information and/or a mechanism to where the consumer can exercise a contractual right, including but not limited to a tab, a (hyper)link, a pop-up and Hovertext.
- **Additional Product** means any goods, services or digital content which is supplied with the Anti-Virus Product but only on the condition that Automatic Renewal is enabled, including (without limitation) the Virus Protection Pledge.
- **Anti-Virus Product** means a specific type of anti-virus software that is supplied to consumers by McAfee and which may be stated to apply to a specific number of electronic devices. For the avoidance of doubt for the purpose of the Undertaking, for example, “Total Protection” for 1 device is a different and separate Anti-Virus Product to “Total Protection” for 10 devices.
- **ASA** means the Advertising Standards Authority.
- **Automatic Renewal** means the automatic renewal and/or extension of a Relevant Contract into a new Subscription Period and the charging of any fee for the renewed Subscription Period (**Subsequent Subscription Fee**) and **Automatically Renew, Automatically Renewed** and **Automatically Renewing**, shall each be construed accordingly.
- **Clear** means
 - displayed in plain English and succinctly;
 - complete;
 - correct; and
 - not misleading either by action or omission.
- **Clear and Prominent Access Route** means, having regard to the overall impression of the display in its entirety and commonly used features of website design, a route which:
 - is Clear;
 - provides a straightforward and simple method of access;
 - is not obscured by the addition of other Access Routes or information which may compete for the consumer’s attention;
 - is presented in an appropriate font, size, colour and position to enable the consumer to be aware of it and to easily identify the information accessible via it; and
 - is clearly visible in each location as required by this Undertaking.
- **Clear and Prominent Information** means, having regard to the overall impression of the display in its entirety including commonly used features of website design, information which is:
 - Clear;
 - presented in such a way as a whole to enable the consumer to easily identify, read and understand the information;
 - clearly visible in each location or is directly accessible as required by this Undertaking;

- not obscured by the addition of other information or Access Route which may compete for the consumer's attention; and
- except as permitted by this Undertaking does not require the user to take any further action to access the information.

And 'Clear(ly) and Prominent(ly)' should be interpreted consistently.

- **Compliance Report** means a written statement supplied by the Company to the CMA by email relating to the Reporting Period in question, in the agreed format, providing the information specified in paragraph 11 of the Undertaking.
- **Consumer Contact** means a request, complaint and/or query from a consumer (or someone acting on their behalf) to McAfee (whether in writing or verbally).
- **EULA** means the Company's End User License Agreement.
- **Full Refund Amount** means the amount paid by a consumer equal to the amount of the Initial Subscription Fee or relevant Subsequent Subscription Fee, as the case may be.
- **Full Refund Window** means the defined period immediately following the commencement of the Relevant Contract or payment of any Subsequent Subscription Fee, as the case may be, during which a consumer is entitled to a full refund of the Initial Subscription Fee or the Subsequent Subscription Fee (as applicable) for the relevant period and **Full Refund** shall be construed consistently.
- **Homepage** means the first page that loads on the McAfee Website via the <https://www.mcafee.com/en-gb/index.html> Uniform Resource Locator ("URL") and, therefore, is the first page seen by a consumer when entering the McAfee Website.
- **Hovertext** means any text which is not permanently displayed on screen, but which becomes visible when a consumer hovers a cursor over a particular icon or part of a display.
- **Initial Subscription Fee** is the sum paid by the consumer, calculated on an annual basis for the Initial Subscription Period.
- **Initial Subscription Period** means the first Subscription Period following the formation of the Relevant Contract.
- **Major Change** means any change to the presentation of information that falls within the scope of this Undertaking or to the terms of the EULA, Refund Policy or Auto-Renewal Policy which, in each case, could reasonably affect compliance with this Undertaking.
- **Manually Renew** means where consumers renew and/or extend the Relevant Contract onto a new Subscription Period without the use of Automatic Renewal.
- **McAfee** means Foundation Technology Worldwide LLC (a company incorporated in the USA), and any other body corporate that is a member of that entity's corporate group including but not limited to McAfee LLC (a company incorporated in the USA), McAfee Security UK Limited and McAfee Ireland Limited and any entity acting on behalf of a corporate body that is a member of that group.
- **McAfee Software:** software, program or application (as the case may be) that a consumer who has purchased or activated an Anti-Virus Product via the McAfee Website is required to install on their device(s).
- **McAfee Website** means a website operated by McAfee or by a third party engaged by/acting on behalf of McAfee, in each case as made available to UK consumers.
- **Mechanisms To Terminate The Relevant Contract and Seek a Refund** means the webpage where the consumer may terminate their contract and seek a contractual full or partial refund. At the time of the Undertaking being signed this page is located at the 'Customer Support' page of the McAfee Website.

- **Mechanism To Change Automatic Renewal Settings** means the webpage where the consumer may adjust the automatic renewal settings so that their contract for an Anti-Virus Product (and/or Additional Product) either will or will not Automatically Renew. At the time of the Undertaking being signed this page is located at the ‘My Account’ page, which requires the consumer to be logged into an online account to fully access.
- **My Account Homepage** means the first page that loads after the consumer logs into their online “My Account” page.
- **Product Page** means a page of the McAfee Website which provides the consumer with Anti-Virus Product details and comparisons, excluding the Homepage. At the time of the Undertaking when the consumer accesses the McAfee Website via the Homepage, the Product Page is accessible from the Homepage; and when the consumer accesses the McAfee Website via an affiliate or paid search result, the Product Page is the first page that loads on the McAfee Website (and therefore is the first page seen by a consumer when entering the McAfee Website). Product Pages is to be construed accordingly.
- **Pro-Rata Refund** means the Pro-Rata Refund Amount paid to the consumer.
- **Pro-Rata Refund Amount** equates to the Subsequent Subscription Fee, divided by the number of months of the Subsequent Subscription Period, multiplied by the number of full months left of the Subsequent Subscription Period at the time the consumer requests a refund.¹
- **Refund Policy** means the policy appearing on the McAfee Website which forms part of the Relevant Contract and sets out the nature of UK consumers’ refund rights and the process by which they can access them.
- **Relevant Contract** means a contract between McAfee and a UK consumer for the supply of an Anti-Virus Product for one or more Subscription Periods that will Automatically Renew, including for any Additional Products. It includes contracts where a UK consumer activates an Anti-Virus Product (via an activation code) purchased directly from a third-party retailer.
- **Renewal Reminder** means an email notification that informs the consumer about the fact that the current Subscription Period of their Relevant Contract is due to end and, unless they take action, will be Automatically Renewed.
- **Reporting End Date** means the date falling 18 calendar months after the date of implementation of the online refund mechanism referred to in paragraph 4(w) of the Undertaking.
- **Reporting Period** means each 12-week period aligning with the Company’s quarterly calendar. The first Reporting Period will run from the date of the Undertakings to 30 June 2021 and the last Reporting Period will be the 12-week period, aligned with the Company’s quarterly calendar, in which the Reporting End Date falls.
- **Request For a Refund** means any communication by or on behalf of a customer expressing a wish to be repaid money taken in connection with the renewal of their contract.
- **Subscription Period** means the subscription period or term of the Relevant Contract following which it Automatically Renews unless the consumer chooses to terminate their subscription and/or disable Automatic Renewal.
- **Subsequent Subscription Fee** means the amount the consumer is charged in respect of the Subsequent Subscription Period.

¹ For example, if the consumer were to terminate the contract at any time in the sixth month of any 12-month Subsequent Subscription Period, the consumer would be contractually entitled to half the amount of their Subsequent Subscription Fee.

- **Subsequent Subscription Period** means any Subscription Period following the Automatic Renewal of a Relevant Contract (which, for the avoidance of doubt, does not include the Initial Subscription Period) and Subsequent Subscription Periods shall be construed accordingly.
- **UK** means the United Kingdom of Great Britain and Northern Ireland.
- **Working Day** means any day other than (a) a Saturday (b) a Sunday (c) Christmas Day (d) Good Friday (e) a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in the relevant part of the UK or (f) a day which is a national holiday in the Republic of Ireland.
- **Webchat Function** means a system that allows users to communicate in real-time using easily accessible web interfaces.