

## UNDERTAKING

### Preamble

**NortonLifeLock Ireland Limited (the “Company”) has 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.**

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

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

**NortonLifeLock Ireland Limited (the “Company”), Company Registration Number 159355 (registered in Ireland) with a registered office of 70 Sir John Rogerson’s Quay, Dublin 2, 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”).**

**For the avoidance of doubt, this Undertaking represents promises in relation to future conduct by the Company in relation to UK consumers. This Undertaking does not amount to an admission that the Company has contravened the consumer protection laws identified by the CMA.**

#### **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 Norton 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 (qq) 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, the Company shall not:
  - (i) represent 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) use 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 which is at least 30 days from the date on which the consumer first 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) within 40 days of the date of the Undertaking introduce and thereafter 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 Norton Website**

*Navigation to Mechanism to change Automatic Renewal Settings and Mechanism to terminate and seek a Refund*

- (c) The Company shall provide a navigation bar for consumers 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 either through "My Account" or "Customer Support" to the Mechanism To Change Automatic Renewal Settings 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 an option to select a specific type of Anti-Virus Product on the Norton Website, the Company shall provide the following Clear and Prominent Information:
- (i) the amount of the Initial Subscription Fee (if any);
  - (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. This includes making clear whether any Additional Product or Bundled Product will Automatically Renew;
  - (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) The Clear and Prominent Information referred to in paragraph 4(d) above will include 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 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 Customer Agreement.

***Location of information and access routes***

- (g) The Company shall provide the Clear and Prominent Information referred to in paragraph 4(e) above (together with the Clear and Prominent Access Routes referred to at paragraph 4(f) above) on any Norton Website page where the consumer is presented with an option to select a specific type of Anti-Virus Product, including the Homepage and Product and Services Pages.
- (h) The Company shall ensure that the Homepage and Product and Services Pages include a Clear and Prominent Access Route on the navigation bar which the consumer first sees when the Home Page and Product and Services Pages first load (respectively) to Frequently Asked Questions (marked as FAQs or similar) containing, inter alia, 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.

- (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(s);
  - (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) a Clear and Prominent Access Route to the Mechanisms To Terminate The Relevant Contract and Seek a Refund.

***Your Cart page***

- (j) Directly after the consumer has selected a specific type of Anti-Virus Product and progressed to the ‘Your Cart’ page or equivalent on the Norton Website, the Company shall provide the following Clear and Prominent Information (on the ‘Your Cart’ page or equivalent):
  - (i) the Initial Subscription Period of the Relevant Contract will Automatically Renew onto a Subsequent Subscription Period; and
  - (ii) the amount of the Subsequent Subscription Fee at the time of the offer and an acknowledgment it may be subject to change.
- (k) In the event that a customer reaches the ‘Your Cart’ page or equivalent other than via the Norton Homepage or Product and Services Pages, the Company shall also provide the following Clear and Prominent Information (on the ‘Your Cart’ page or equivalent):
  - (i) the timing of the payment of the Subsequent Subscription Fee;
  - (ii) that the consumer will be sent an email reminder from the Company in advance of any Subsequent Subscription Fee being taken;
  - (iii) the timings for the consumer to disable Automatic Renewal (that is before the relevant Subsequent Subscription Fee is taken);
  - (iv) how the consumer may change their Automatic Renewal settings; and
  - (v) the nature of the consumer’s termination rights, the consumer’s right to a Full Refund and details of where they can find information on their refund rights.

***Review Your Order page***

- (l) Directly before the consumer places an order for an Anti-Virus Product on the Norton 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 any Subsequent Subscription Fee being taken;
  - (v) the timings for the consumer to disable Automatic Renewal (that is before the relevant Subsequent Subscription Fee is taken); and
  - (vi) how the consumer may change their Automatic Renewal settings.
- (m) Nothing in paragraphs 4(j) to 4(l) shall prevent the Company from combining the Your Cart and Review Your Order pages into one webpage in the future. If the Company takes such a step, the combined single webpage shall contain the Clear and Prominent Information listed at paragraphs 4(j) and 4(k) above.

***Consent tick-box on 'Review Your Order' page***

- (n) 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 (including specifying which if any Bundled Products and Additional Products will Automatically Renew), and for which payment of the Subsequent Subscription Fee will be taken 35 days before the Initial Subscription Period expires.

***Customer Agreement***

- (o) 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, 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***

- (p) The Company undertakes that within 40 days of the date of the Undertaking 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)(i)-(iii) 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***

- (q) 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;
  - (vii) a telephone number to contact customer support from Norton; and
  - (viii) the Clear and Prominent Access Routes referred to at paragraph 4(r) below.
- (r) The Clear and Prominent Information referred to in paragraph 4(q) will include Clear and Prominent Access Routes to:
  - (i) the Mechanism To Change Automatic Renewal Settings; and
  - (ii) the Refund Policy.

#### ***Automatic Renewal reminder***

- (s) 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 15 days, and no less than 7 days prior to the date on which the Subsequent Subscription Fee will be paid or taken.
- (t) 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 “Important information regarding your subscription renewal”, or similar wording making it clear that this is an important communication concerning the consumer’s subscription;
  - (ii) an opening statement “Your subscription is about to auto-renew in [days]”, 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(s);
  - (iv) the end date of the current Subscription Period, following which the Relevant Contract Automatically Renews;
  - (v) the date at which any Subsequent Subscription Fee payment, to which the Renewal Reminder relates, will be taken or must be made;
  - (vi) the length of the Subsequent Subscription Period and the name of the Anti-Virus Product and/or Bundled Product and Additional Product to which the Renewal Reminder relates;
  - (vii) how the consumer may disable Automatic Renewal;
  - (viii) the timings for the consumer to disable Automatic Renewal (that is before the relevant Subsequent Subscription Fee is taken);
  - (ix) the consumer’s right to cancel the contract and obtain a Full Refund within the 60 days Full Refund Window referred to at paragraph 4(b)(ii) above;
  - (x) any option available to the consumer to Manually Renew a Relevant Contract (if this is offered by the Company); and
  - (xi) the Clear and Prominent Access Routes referred to at paragraph 4(u) below.
- (u) The Clear and Prominent Information referred to in paragraph 4(t) above will include Clear and Prominent Access Routes to:
- (i) the Mechanism To Change Automatic Renewal Settings;
  - (ii) the Refund Policy; and
  - (iii) any mechanism to Manually Renew a Relevant Contract (if this is offered by the Company).
- (v) Where a Relevant Contract is due to Automatically Renew and the Renewal Reminder sent by the Company to the consumer’s last known email address has bounced, the Company shall send a Postcard, in sufficient time to allow the consumer a reasonable opportunity to consider prior to the Subsequent Subscription Fee to which the Postcard relates being taken, to the customer’s last known (billing) address. The Postcard will be Clearly and Prominently marked as a written communication regarding the consumer’s Relevant Contract and related payment, in a way which indicates that this is a communication 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 “IMPORTANT INFORMATION REGARDING YOUR UPCOMING RENEWAL”, or similar wording making it clear that this is an important communication concerning the consumer’s subscription;
- (ii) an opening statement “[Customer first name] Your subscription is about to auto-renew”, or similar wording making it clear that the consumer’s contract will Automatically Renew and the timing for this;
- (iii) a statement that the Company has been unable to contact the consumer about the upcoming Automatic Renewal of their subscription at the email address the consumer provided and that the consumer should update their email address details in their customer account (by visiting [www.norton.com/update\\_profile](http://www.norton.com/update_profile)) and review their upcoming renewal;
- (iv) the amount of the Subsequent Subscription Fee(s) to which the Postcard relates;
- (v) the end date of the Subscription Period, following which the Relevant Contract Automatically Renews;
- (vi) the date at which any Subsequent Subscription Fee payment, to which the Renewal Reminder relates, will be taken or must be made;
- (vii) the length of the Subsequent Subscription Period and the name of the Anti-Virus Product and/or Bundled Product and Additional Product to which the Postcard relates;
- (viii) how the consumer may disable Automatic Renewal;
- (ix) the timings for the consumer to disable Automatic Renewal (that is before the relevant Subsequent Subscription Fee is taken);
- (x) the consumer’s right to cancel the contract and obtain a Full Refund within the 60 days Full Refund Window referred to at paragraph 4(b)(ii) above and thereafter the consumer’s Pro-Rata Refund right referred to at paragraph 4(b)(iii) above; and
- (xi) a telephone number or other immediately accessible and direct method to contact customer support from Norton.

***Confirmation email after Subsequent Subscription Fee taken***

- (w) The Company shall send an email to each consumer immediately after any 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(w)(i) 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 days Refund Window referred to at paragraph 4(b)(ii) above 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 Automatically 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 customer support from Norton;
- (viii) a Clear and Prominent 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(x) below.
- (x) The Clear and Prominent Information referred to at paragraph 4(w) 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**

- (y) The Company shall maintain a fully electronic and automated system 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 “Turn Off Automatic Renewal”, or similar button, that makes it clear that the customer can change their automatic-renewal setting by clicking that button;
  - (ii) the button referred to in paragraph 4(y)(i) above shall be accessible via Clear and Prominent Access Routes (which for the avoidance of doubt are not accessible by Hovertext or a drop-down menu) beginning with a Clear and Prominent Access Route (marked ‘Automatic Renewal Settings’ or similar) on the My Account Homepage.
  - (iii) the consumer shall be given the Clear and Prominent option to “Turn Off Automatic Renewal” or similar throughout the process of disabling Automatic Renewal;

- (iv) following the consumer changing their Automatic Renewal status by using the button referred to in paragraph 4(y)(i) above, the consumer shall be provided with a confirmation that Automatic Renewal has been changed in the account status displayed on the relevant webpage;
- (v) this confirmation (referred to in paragraph 4(y)(iv)) 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.

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 this paragraph 4(y) within 60 days of the date of the Undertaking. The Company shall not introduce any additional stage (other than specified above) or other change to the Mechanism To Change Automatic Renewal Settings unless these are legally compliant and do not make the process more complex or difficult for consumers.

#### **Mechanism to seek a refund**

- (z) The Company will introduce an online refund mechanism, available via the Norton Website, which will facilitate the process by which consumers can exercise their refund rights referred to at paragraph 4(b)(i)-(iii) 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 my Contract now and Claim Refund" or similar and request a Full Refund; and
  - (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.
- (aa) The Company shall ensure that the online refund mechanism referred to in paragraph 4(z) 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 Norton Website. Without prejudice to the foregoing:
  - (i) this will not preclude the Company from obtaining 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.
- (bb) 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(z) 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)(i)-(iii) above in a simple and straightforward manner (see paragraph 4(cc) below) via the customer support pages on the Norton Website, via telephone and via a 24/7 Webchat Function.
- (cc) The process for accessing a Full Refund and Pro-Rata Refund via the customer support pages on the Norton Website, as referred to at paragraph 4(bb)(ii), shall operate in a simple and straightforward manner and the process shall include the following features:
- (i) the Customer Support Landing Page shall include a Clear and Prominent button labelled “Request a Refund” or similar.
  - (ii) Upon selecting the button referred to in paragraph 4(cc)(i) above, the consumer shall be provided with a Clear and Prominent Access Route to a webpage which will Clearly and Prominently display the customer support telephone number and the 24/7 Webchat Function.

### **Miscellaneous Provisions**

- (dd) 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 Norton Software which it makes available for download by the consumer onto each of the devices covered by the Anti-Virus Product will include, under a Clear and Prominent tab heading (labelled ‘My Info’ or similar) in the navigation bar that the consumer first sees when opening the Norton 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.
- (ee) In any representation to a consumer about the benefits and/or supply 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).
- (ff) Where any Anti-Virus Product is offered for sale to consumers, whether by the Company or any third-party retailer, which contains an activation code which must be redeemed subsequently on the Norton Website in order to activate the Anti-Virus Product, the Company shall use all reasonable endeavours to ensure that:
- (i) the product (or where sold online, in the main product display) includes the information on the consumer’s refund rights referred to in paragraph 4(b)(i) above

and the Clear and Prominent Information set out at paragraph 4(d)(i) to (iv) above; and

- (ii) there is displayed Clearly and Prominently, the following, or materially similar, language and information on the front of the physical product (or where sold online, in the main product display): (a) ‘Continuous Protection Renews Automatically Each Year’; (b) ‘To activate your product online Credit/Debit Card or Paypal required’ or similar wording which makes clear that the consumer has to provide their payment details to Norton to be able to activate and use the purchased Anti-Virus Product; and (c) ‘To activate online we accept [list of payments methods which may be used].’<sup>1</sup>
  
- (gg) The Company shall ensure that when a consumer redeems an activation code for an Anti-Virus Product on the Norton Website, the Company shall provide a separate, stand alone, Clear and Prominent (unticked) consent tick-box, which must be ticked by the consumer before the formation of the Relevant Contract. The text next to the box will state that the consumer is entering a contract which will Automatically Renew.<sup>2</sup>
  
- (hh) When a consumer redeems an activation code for an Anti-Virus Product on the Norton Website, the Company shall provide the following Clear and Prominent Information on the web page requiring consent to the Company’s Automatic Renewal provisions:
  - (i) that the Relevant Contract will be 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(ii) below.
  
- (ii) The Clear and Prominent Information referred to in paragraph 4(hh) 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.

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<sup>1</sup> For the avoidance of doubt the requirements of paragraph 4(a) above apply equally to such product cards and sales processes described at paragraph 4(ff).

<sup>2</sup> Provided that in the event that the Company offers any mechanism to Manually Renew a Relevant Contract, the consumer will be provided with the option to opt in (or not) to the Automatic Renewal provisions before the formation of the Relevant Contract, and such option shall be presented as a Clear, genuine and free standing choice.

- (jj) The Company shall ensure that it uses language on the Norton Website and in any other communications with consumers that clearly distinguishes between the consumer's right to turn off Automatic Renewal and their right to terminate the Relevant Contract and request a Full or Pro-Rata Refund.
- (kk) The Company shall not make representations and/or present information to consumers which give the impression that the operation of Automatic Renewal and/or the supply of an Additional Product:
  - (i) guarantees, enables or is in any way necessary to secure the satisfactory performance of one or more of the Anti-Virus Products or the Anti-Virus Product supplied during a Subscription Period;
  - (ii) secures or is in any way necessary to allow the consumer to seek financial redress should one or more of any Anti-Virus Products supplied be defective in any way.
- (ll) When promoting or supplying a Relevant Contract, the Company shall not give the impression that any product or other benefit supplied under such a contract is an Additional Product when in fact this is not the case.
- (mm) Where an Additional Product or other product or benefit is offered and/or promoted to a consumer on the condition that Automatic Renewal is enabled by the consumer, the Company shall:
  - (i) include on the communication of the offer and/or promotion (be it communicated in an email, in the customer's account or howsoever) Clear and Prominent Information that the Additional Product, product or other benefit is being offered and/or promoted to a consumer on the condition that Automatic Renewal is enabled by the consumer; and
  - (ii) 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)-(v) above.
- (nn) The Company shall ensure that where a consumer has turned the Automatic Renewal Setting to 'Off' for the Relevant Contract, Automatic Renewal will not be set as the default position (i.e. turned back on automatically) if the consumer subsequently Manually Renews the Relevant Contract;
- (oo) The Company shall not take payment of the Initial Subscription Fee due in relation to any amount paid for a Relevant Contract which will commence by default at the end of any Trial Period before the end of that Trial Period without first obtaining the consumer's free, express and informed consent, which shall be presented as a Clear, genuine and free standing choice to authorize the payment (or not).
- (pp) In relation to any offer and/or promotion for an Upgraded Contract (for an Upgraded Product), the Company undertakes that it shall obtain the consumer's free, express and informed consent to Automatic Renewal **before** the consumer enters an Upgraded Contract;
- (qq) When making representations concerning the benefits or advantages for a consumer arising from an Upgraded Contract, the Company shall include in the communication of the offer and/or promotion (be it communicated in an email, in the customer's account, or howsoever) the following Clear and Prominent Information:

- (i) the amount of any Subsequent Subscription Fee which will apply to the Upgraded Product at the time of the offer and an acknowledgment next to the amount that it may be subject to change (if this is the case);
- (ii) the timing of the payment of the Subsequent Subscription Fee;
- (iii) how the consumer may disable Automatic Renewal;
- (iv) the nature of the consumer's right to a Full Refund and to a Pro-Rata Refund.

### **Inactive subscriptions**

5. The Company shall within 20 Working Days of the date of this Undertaking 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 identify those consumers with a Relevant Contract for whom the Last Alive Date of their Anti-Virus Product and/or product subscription was 12 months or longer at the date of this Undertaking. The Company undertakes to take the following actions in respect of these consumers:
- (a) send a communication by email or SMS to each of these consumers (within 10 Working Days of having identified those consumers in scope of this paragraph 5), in a way which indicates that this is a communication which requires the consumer's attention and clearly differentiates it from marketing communications, containing Clear and Prominent Information that:
    - (i) alerts those consumers that their Anti-Virus Product may no longer be providing effective protection;
    - (ii) invites those consumers to receive the relevant software updates to provide effective protection; and
    - (iii) informs those consumers of the right to a Full or Pro Rata Refund, and how they may disable Automatic Renewal (together with a link to the Mechanisms To Terminate the Relevant Contract and Seek a Refund).

### **Previous Refund Requests**

6. 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 40 days after the date of this Undertaking but were denied such a refund, the Company undertakes to make the following offer:
- (a) a payment of a Pro-Rata Refund Amount, calculated on the basis set out at paragraph 4(b)(iii) 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 6(a) above and (ii) a further 1-year Subscription Period of their Relevant Contract without charge,  
  
(together the '**Offer**').
7. 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.
8. The Company undertakes that the Offer will be made to the individual who entered into the Relevant Contract, or, where applicable and known, 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 60 days of the date of this Undertaking.
9. Where an Offer 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.
10. The Company undertakes, in the Compliance Report immediately following the cut-off date of the Offer referred to at paragraph 7(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 6(a) and 6(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 6-8;
  - (c) the total number of individuals who have accepted an Offer broken down by each of the sub-paragraphs referred to at paragraph 6; and
  - (d) the total amount paid to individuals who have accepted an Offer broken down by each of the sub-paragraphs referred to at paragraph 6.

## **Recording and monitoring compliance**

### ***Records of Customer Contacts***

11. 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 and Pro-Rata Refund Amounts.

### ***Compliance Reports***

12. 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 11 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(z) to 4(bb) above; and
- (j) in the applicable Compliance Report, an update on the status of the implementation of the Offer referred to at paragraph 10 above.

***Other matters relating to compliance***

- 13. Nothing in paragraph 12 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.
- 14. In relation to paragraph 12 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.
- 15. The Company undertakes to comply with any ASA ruling relating to any Anti-Virus Product.
- 16. The Company undertakes to send an email to customers within 40 days after the date of the Undertaking, which will include a Clear and Prominent statement about the updates made to the Refund Policy referred to at paragraph 4(p) above including for the avoidance of doubt the introduction of the new Pro-Rata Refund right.

**Supplemental**

- 17. Nothing in this Undertaking:
  - (a) limits or restricts consumers' existing statutory or contractual rights (or Norton's obligations in respect of these rights) in any way;
  - (b) 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 protection law;

- (c) constitutes approval or certification by the CMA 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.
18. Subject to any express provision to the contrary made herein, the Undertaking is effective at the Effective Date (referred to herein as 'the date of the Undertaking') and Norton 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 complete any coding changes necessary to implement the Undertaking within 60 days of the date of the Undertaking.
19. 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.
20. 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.
21. 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.
22. 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.**

**THE CMA WILL CONSIDER VARYING OR TERMINATING THE UNDERTAKING, EITHER UPON REQUEST FROM THE COMPANY OR UNDER THE CMA'S OWN INITIATIVE, WHERE THERE HAS BEEN A CHANGE OF CIRCUMSTANCES SUCH THAT THE UNDERTAKING IS NO LONGER APPROPRIATE IN DEALING WITH THE ISSUES IT WAS DESIGNED TO REMEDY (EG THE UNDERTAKING IS AFFECTED BY NEW LEGISLATION OR CHANGES IN MARKET CONDITIONS).**

Signed on behalf of the Company by:

Signature

Print name

Position

Date

## Annex A

### Definitions

For the purpose of this Undertaking:

- **Access Route** means a way for a user of the Norton Website to access features such as information and/or a mechanism 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 (including software updates and Bundled Products) which is supplied with the Anti-Virus Product but only on the condition that Automatic Renewal is enabled, including (without limitation) the Virus Protection Promise.
- **Anti-Virus Product** means a specific type of anti-virus software (including software updates and software supplied as a Bundled Product) that is supplied to consumers by Norton and which may be stated to apply to a specific number of electronic 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.
- **Bundled Product** means any goods, services or digital content supplied under a Relevant Contract which is not paid for during the Initial Subscription Period and is supplied with one or more Anti-Virus Products which are paid for by the consumer during such an Initial Subscription Period.
- **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 12 of the Undertaking.
- **Consumer Contact** means a request, complaint and/or query from a consumer (or someone acting on their behalf) to Norton (whether in writing or verbally).
- **Customer Support Landing Page** means the first page the consumer sees when accessing the ‘Customer Support’ page on the Norton Website.
- **Customer Agreement** means Norton’s License and Services Agreement and Terms of Sale.
- **Effective Date** means 14 June 2021.
- **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 Norton Website and, therefore, is the first page seen by a consumer when entering the Norton Website. This includes where the consumer accesses the website by entering a Uniform Resource Locator (URL) (at the time of the Undertaking - <https://uk.norton.com/>) or via an affiliate or paid search.
- **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 for the Initial Subscription Period.
- **Initial Subscription Period** means the first Subscription Period following the formation of the Relevant Contract.
- **‘Last Alive Date’** means the date (shown in Norton’s Optimus system) when the Anti-Virus Product was last used by the customer, and cannot be later than the date the last software update was received on one of the customer’s devices.
- **Major Change** means any change to the presentation of information that falls within the scope of this Undertaking or to the terms of the Customer Agreement, Refund Policy or Auto-Renewal Policy which, in each case, could reasonably affect compliance with this Undertaking.

- **Manually Renew or Manual Renewal** means where consumers take action to renew and/or extend the Relevant Contract onto a new Subscription Period without the use of Automatic Renewal and are deemed to have entered a new Relevant Contract or otherwise.
- **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 Norton 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 ‘Manage My Subscriptions’ 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.
- **Norton** means NortonLifeLock Inc (formerly known as Symantec Corporation) (a company incorporated in the USA), NortonLifeLock Ireland Limited (formerly known as Symantec Limited), NortonLifeLock UK Limited (formerly known as Symantec Security (UK) Limited), NortonLifeLock UK Holding Limited (formerly known as Symantec (UK) Holding Limited), and Symantec Technologies (Ireland) Limited.
- **Norton Software:** software, program or application (as the case may be) that a consumer who has purchased or activated an Anti-Virus Product via the Norton Website is required to install on their device(s).
- **Norton Website** means a website operated by Norton or by a third party engaged by/acting on behalf of Norton, in each case as made available to UK consumers.
- **Postcard** means a physical communication sent to a customer’s geographic address.
- **Products and Services Page** means a page of the Norton Website accessible from the Homepage which provides the consumer with Anti-Virus Product details and comparisons, excluding the Homepage, and Product and Services 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.<sup>3</sup>
- **Refund Policy** means the policy appearing on the Norton 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 Norton and a UK consumer for the supply of an Anti-Virus Product for one or more Subscription Periods that is subject to Automatic Renewal, including for any Additional Product and/or Bundled Product. It includes contracts where a UK consumer activates an Anti-Virus Product (via an activation code) purchased directly from a third-party retailer and where a UK consumer purchases an Anti-Virus Product via an Internet Service Provider or a PC hardware manufacturer.

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<sup>3</sup> 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 a refund of half the amount of their Subsequent Subscription Fee.

- **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 full implementation of the online refund mechanism referred to in paragraph 4(z) of the Undertaking.
- **Reporting Period** means each 13-week period aligning with the Company’s quarterly calendar. The first Reporting Period will run from the date of the Undertaking to 1 October 2021 and the last Reporting Period will be the 13-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, expressed as a total and with each component itemised where a Bundled Product is involved. For the avoidance of doubt, a Subsequent Subscription Fee includes (but is not limited to) any charge for a Bundled Product which the consumer is liable to pay upon Automatic Renewal and any fee under an Upgraded Contract which the consumer is liable to pay upon Automatic Renewal.
- **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.
- **Trial Period** means a specified period for which an Anti-Virus Product is supplied without charge after which, at the end of such a period, the consumer will be defaulted onto a paid-for Relevant Contract, unless they had taken the required action to stop this occurring during the Trial Period.
- **UK** means the United Kingdom of Great Britain and Northern Ireland.
- **Upgraded Contract** means a Relevant Contract for the supply of a more expensive (in terms of any relevant Subsequent Subscription Fee payable) Anti-Virus Product (**the Upgraded Product**) than that supplied under a consumer’s previous Relevant Contract and is offered for an Initial Subscription Period equivalent to the Subscription Period remaining under the consumer’s previous Relevant Contract, whether or not the consumer is liable to make further payment for the supply of the Upgraded Product during the Initial Subscription Period.
- **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 (f) a day which is a national holiday in the Republic of Ireland, or (g) a day on which banks are required or authorized by Law to be closed in New York City.
- **Webchat Function** means a system that allows users to communicate in real-time using easily accessible web interfaces.
- **Your Cart Page** means the page that loads on the Norton Website after the consumer has selected a specific type of Anti- Virus Product by pressing the ‘subscribe now’ button or similar and immediately before they are required to enter their billing details.