

# Trend Micro License Agreement

Software: Trend Micro AntiVirus/Trend Micro AntiSpyware

Version: English/Multi-country

Purpose: Trial and Paid Use License

Date: January 2007

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**12. CONSUMER PROTECTION AND PRIVACY.** SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO THE ABOVE LIMITATIONS AND DISCLAIMERS OF WARRANTIES AND LIABILITIES MAY NOT FULLY APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS AND REMEDIES THAT MAY VARY FROM JURISDICTION TO JURISDICTION. SUCH POTENTIAL RIGHTS OR REMEDIES, IF ANY, SHALL NOT BE AFFECTED BY THIS AGREEMENT.

YOU HEREBY GIVE YOUR CONSENT TO TREND MICRO TO PROCESS PERSONAL DATA PROVIDED BY YOU ("PERSONAL DATA") IN CONNECTION WITH THIS AGREEMENT; PROCESSING MAY INCLUDE COLLECTION, REGISTRATION, STORAGE, MODIFICATION OR DISCLOSURE OF SUCH PERSONAL DATA TO THIRD PARTIES. YOU ALSO GIVE YOUR CONSENT TO TREND MICRO TO TRANSFER YOUR PERSONAL DATA TO ONE OR MORE OF ITS GROUP COMPANIES, LOCATED IN AND/OR OUTSIDE THE EUROPEAN UNION/EUROPEAN ECONOMIC AREA, AND WHICH MAY HAVE A LOWER LEVEL OF PROTECTION OF PERSONAL DATA THAN IS APPLICABLE IN THE EU/EEA. SUCH TRANSFER WILL ONLY BE CARRIED OUT IN CONNECTION WITH THIS AGREEMENT, AS IS THE CASE WITH THE PROCESSING OF YOUR PERSONAL DATA BY THESE GROUP COMPANIES. TREND MICRO IS THE CONTROLLER OF PERSONAL DATA. IN THE EVENT YOU WOULD LIKE INFORMATION ON THE PERSONAL DATA THAT TREND MICRO PROCESSED FOR YOU OR IF YOU WISH TO HAVE IT CORRECTED OR MODIFIED, YOU MAY CONTACT TREND MICRO AT THE ADDRESS GIVEN BELOW.

**13. BACK-UP.** For as long as You use the Software, You agree regularly to back-up Your computer system(s) on a separate media. You acknowledge that any failure to do so may significantly decrease Your ability to mitigate any harm or damage arising from any problem or error in the Software.

**14. EXPORT CONTROL.** You agree to comply with all applicable laws, including but not limited to the export control laws of the United States. You shall not export nor re-export the Software or any confidential information related thereto without the appropriate United States and foreign government licenses, and You are responsible for any violation of such export control laws. By accepting this Agreement, You confirm that You are not a resident or citizen of any country currently embargoed by the U.S. or are otherwise prevented from using the Software. A list of embargoed countries is available at the official Web site of the Office of Foreign Assets Control of the U.S. Department of the Treasury at <http://www.treas.gov/ofac/>.

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