

End User License Agreement And Privacy Policy

PickMySearch ("**PickMySearch**") is pleased to provide you its non-mobile downloadable search applications including browser extensions/add-ons which are installed on your computer (each, a "**PickMySearch Product**", and collectively, the "**PickMySearch Products**"). **PLEASE READ THIS END-USER LICENSE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY PICKMYSEARCH PRODUCTS**, for this End-User License Agreement governs your use of the PickMySearch Products and how we provide our PickMySearch Products.

1. Agreement

This End-User License Agreement ("EULA") is a legal agreement between you and the PickMySearch and its parent, affiliate and subsidiary companies (collectively, "**PickMySearch**", "**we**", "**us**" or "**our**") for the PickMySearch Products. By installing or otherwise using the PickMySearch Products, you: (a) agree to be bounded by the terms of this EULA, (b) you are the owner or an authorized user of the computer or mobile device in which the PickMySearch Product will be installed, and (c) you represent and warrant that you have the right, authority and capacity to enter into this agreement and to abide by all its terms and conditions, just as if you had signed it. The terms of this EULA also applies to any PickMySearch Product updates, supplements, and services. **If you do not agree to the terms of this EULA, do not install or use the PickMySearch Products.** PickMySearch may amend these terms from time to time. **If you do not agree with any amendment, you must discontinue using the PickMySearch Products.**

PickMySearch may acquire or develop new PickMySearch Products from time to time that require additional end user license terms. In such case, we may add these additional provisions in a product specific annex or section that will only apply to such new PickMySearch Product and will not vary the terms of this EULA in relation to your use of existing PickMySearch Products (and, as such, we will not be required to notify you of such additional terms unless you also use the new PickMySearch Products).

If you have any questions or concerns regarding the terms herein, please email PickMySearch at pickmysearch@gmail.com. Do not use the PickMySearch Products until your questions and concerns have been answered to your satisfaction and you agree to abide by the EULA.

Notice to consumers: Depending on the laws of the jurisdiction where you live, you may have certain rights that cannot be waived through this agreement, are in addition to the terms of this agreement, and/or certain provisions of this agreement may be unenforceable as to you. To the extent that any term of this agreement is unenforceable, the remainder of the agreement shall remain in full force and effect. If you have questions regarding your rights under your local consumer protection laws, please consult with your government's consumer protection agency or a local consumer advocacy group.

By downloading a PickMySearch Product, you will be installing a software application, browser extension and/or changing browser settings (e.g., to set a "new tab" or

“home page” in your browser) within one or more of your Internet browsers and/or onto your computer (depending on the product). The PickMySearch Product will allow you to search the Internet, and may provide you with additional features as further described in this EULA.

During the download of a PickMySearch Product you may also be offered the opportunity to set your browser homepage, start page, new tab page and/or default search setting(s) to our search service. If you do not wish to reset your setting(s), you can choose not to install the PickMySearch Product (for example “new tab” or “home page” products); for certain other applications (e.g., “toolbar” applications that include settings changes such as default search) you may be able to install the application but decline or opt-out of one or more setting(s) changes (e.g., by checking or unchecking the appropriate checkbox during the download process). Certain search features, as well as other non-search-related features may be customized by you. Use of such features and settings, including our new tab and home pages, is additionally subject to our [Terms of Service](#) and [Privacy Policy](#), which are hereby incorporated into this EULA by reference.

2. Age Requirement

You must be 13 years of age or older to install or to use the PickMySearch Products. If you are at least 13 but not yet 18 years of age, please have your parent or legal guardian review this EULA with you, discuss any questions you might have, and install the PickMySearch Products for you.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to download and access a PickMySearch Product, you agree to the terms of this EULA on behalf of your child. You are responsible for exercising supervision over your children's online activities. If you do not agree to this EULA, do not let your child use the PickMySearch Products or associated features. If you are the parent or guardian of a child under 13 and believe that he or she is using the PickMySearch Products, please contact us at pickmysearch@gmail.com.

3. Grant of License

Subject to your compliance with the terms and conditions of this EULA, PickMySearch grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, to access, download and install the most current generally available version of the PickMySearch Products (including all updates thereto) solely for your lawful, personal, and non-commercial use.

4. Description of Other Rights and Limitations

A) Restricted Use. You may not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for your own backup purposes), or in any way transfer the PickMySearch Products or use the PickMySearch Products for the benefit of any third party. You may not install the PickMySearch Products on any computer without permission from the owner of that computer. You agree that you will not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the PickMySearch Products, except to remove our PickMySearch Products from a computer of

which you are an owner or authorized user. You may not violate or attempt to violate the security of our services. You may not modify, reverse-engineer, decompile, disassemble, or otherwise tamper with any PickMySearch Products, or attempt to do so for any reason. You may not access, create or modify the source code of any PickMySearch Products in any way. You do not have the right to and may not create derivative works of any PickMySearch Products. All modifications or enhancements to an PickMySearch Products remain the sole property of PickMySearch.

B) PickMySearch Products Updates. We reserve the right to add or remove features or functions to existing PickMySearch Products. When installed on your computer, the PickMySearch Products periodically communicates with our servers. We may require the updating of the PickMySearch Products on your computer when we release a new version of the PickMySearch Products, or when we make new features available. This update may occur automatically or upon prior notice to you, and may occur all at once or over multiple sessions. You understand that we may require your review and acceptance of our then-current EULA before you will be permitted to use any subsequent versions of the PickMySearch Products. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the PickMySearch Products.

C) Mobile Usage. If you access an PickMySearch Product through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. Downloading, installing or using certain PickMySearch Products may be prohibited or restricted by your network provider and not all PickMySearch Products may work with your network provider or device.

5. PickMySearch Product Functionality

PickMySearch Products allow you to enjoy various features, functionalities and services, which may change from time to time (collectively, the "**PickMySearch Product Functions**"). The PickMySearch Product Services are provided by PickMySearch and third party suppliers who offer content and services in conjunction with or through an PickMySearch Product (the "**Third Party Partners**"). The PickMySearch Product Functions may be provided via your desktop, within your browser (which may include both your active browser and any other compatible Internet browser(s) resident on your computer), or within separate browser windows displayed over or under your principal browser window or by other means. PickMySearch Products Functions may provide you with Internet search functionalities (for example, via a search box located within the PickMySearch Product itself), the ability to reset your homepage, start page and/or tab page, the ability to reset your browser default search setting (thereby allowing you access to our Internet set features via your browser's address bar, omnibox and/or chrome search box), and/or links to other PickMySearch products or websites.

PickMySearch, its Affiliates, or Service Providers may transfer information that we collect about you, including personal information across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

By downloading, registering for and/or using PickMySearch's Services, you consent to the transfer of information to the U.S. or to any other country in which PickMySearch, its Affiliates or Service Providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

While we strive to protect your personal information and photos, PickMySearch cannot ensure or warrant the security of any information or photos you transmit to us, and you do so at your own risk.

6. Third-Party Partners

A) Third-Party Services and Content. The PickMySearch Products may integrate, be integrated into, bundled, or be provided in connection with third-party services, feeds and/or content. If you are installing an PickMySearch Product that includes third party services and third party content, such services and content are subject to such third party's terms of services and privacy policies, which may be found on the relevant Third Party Partner's website. PickMySearch Products may provide access to search results or other links to Third Party Partner websites or resources. PickMySearch has no control over such sites and resources, in which you acknowledge and agree that PickMySearch is not responsible for the availability of such external sites or resources, and does not endorse nor is responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that PickMySearch shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content (as defined below), goods or services available on or through any such site or resource.

B) Access to Third-Party Services and Content through PickMySearch Products. All services, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials ("**Content**") made available or accessible through a PickMySearch Product, whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You hereby acknowledge and agree that by using an PickMySearch Product you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will PickMySearch be liable in any way for any Content created by or originating with entities other than PickMySearch, including, but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a result of the transmission or posting of such Content by means of an PickMySearch Product.

7. Security

We have security measures in place that are designed to safeguard and help prevent unauthorized access to information we collect online through our PickMySearch Products. We utilize both industry and proprietary standards to preserve the confidentiality of information. We seek to limit access to our users' information to employees who we believe reasonably need access to that information to provide products or services to you or in order to perform their jobs. Unfortunately, no security system can be 100% secure; accordingly, we cannot guarantee the security of the information that we collect online.

8. Registration and Passwords

A) Registration. Most PickMySearch Products will not require a registration; however, some PickMySearch Products may permit or require you to create an account to participate or access additional features or functionalities ("**Registration**"). If such Registration is required, it will be made known to you when you attempt to participate or access such additional features or functionalities, associate website or specific service. Any registration required by a Third Party Partner is not governed by this EULA and you should refer to the relevant Third Party Partner's website for their policies.

B) Passwords. You are the sole and exclusive guardian of any password and ID combination issued or chosen by to you. Maintaining the confidentiality and security of your Password(s) and ID(s) is solely your responsibility. You are fully responsible for all transactions undertaken by means of any account opened, held, accessed or used via your password and ID. You shall notify us immediately and confirm in writing any unauthorized use of accounts or any breach of security, including without limitation any loss, theft or unauthorized use of your password(s), and/or ID(s) or any related account. If we have reasonable grounds to suspect that the security of your Password and/or ID has been compromised, we may suspend or terminate your account, refuse any and all current or future use of the services, and pursue any appropriate legal remedies. We shall not be responsible for any losses incurred in connection with any misuse of any Password or ID.

C) Provided Information. If you provide any information in connection with a Registration, you must provide and maintain accurate, complete and current information. If we have reasonable grounds to suspect that your information is inaccurate, not current or not complete, we may suspend or terminate your use of the PickMySearch Product, and pursue any appropriate legal remedies. You agree that we shall have the right to use the information you provide to us for the purposes described in this EULA and in furtherance of your use of our services.

9. Un-install/Removal of a PickMySearch Product

You can easily uninstall a PickMySearch Product by: (1) following the steps described in Browser Extension/Addons dialog found in the Browser settings, (2) clicking on the "help" or "setting" button within the PickMySearch Product and following the steps to "uninstall".

10. Privacy

By using the PickMySearch Products and any features, services and websites available through the PickMySearch Products, you agree to the terms of our [Privacy Policy](#), which are incorporated into this EULA and which set out the practices concerning the information processed by the PickMySearch company.

11. Intellectual Property

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12. Copyright/Submissions

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B) PickMySearch respects and expects its users to respect the rights of copyright holders. On notice, PickMySearch will act appropriately to remove content that infringes the copyright rights of others. PickMySearch reserves the right to disable the access to PickMySearch Products or other services by anyone who uses them to repeatedly infringe the intellectual property rights of others. If you believe a PickMySearch Product, or elements, infringe your copyright rights, Please contact PickMySearch's Copyright Agent at:

email: pickmysearch@gmail.com

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- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

C) **Objectionable Content.** PickMySearch may also act to remove Objectionable Content. The decision to remove Objectionable Content shall be made at PickMySearch's sole discretion. "Objectionable Content" includes, but is not limited to:

- Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, or libelous
- Content that is hateful, or advocates hate crimes, harm or violence against a person or group
- Content that may harm minors in any way
- Content that has the goal or effect of "stalking" or otherwise harassing another
- Private information about any individual such as phone numbers, addresses, Social Security numbers or any other information that is invasive of another's privacy
- Content that is vulgar, offensive, obscene or pornographic
- Unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation
- Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment

D) **Ownership of Content You Submit.** Unless otherwise set forth at the point of submission, you retain ownership of all rights in any Content that you submit, through the use of the Website. However, you grant us permission to use such Content in any way we see fit, for instance for the purposes of marketing and/or promotion of the Services. If, at our request, you send content (such as contest submissions, polling questions) or you send us creative suggestions, ideas, notes, drawings, or other information (collectively, the "Submissions"), such Submissions shall be deemed, and shall remain, the property of PickMySearch. None of the Submissions shall be subject to any obligation of confidence on the part of PickMySearch, and PickMySearch shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, PickMySearch shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

E) **Repeat Infringer Policy.** PickMySearch will terminate a user's access to a PickMySearch Product(s) if, under appropriate circumstances, the user is determined to be a repeat infringer.

F) **No Intended Third Party Beneficiaries.** No third party is an intended beneficiary of this License.

13. Termination

You understand that PickMySearch, in its sole discretion, may modify or discontinue or suspend your right to access any of our services or use of any PickMySearch Products at any time. Further, PickMySearch, with or without any reason, may at any time suspend or terminate any license hereunder and disable the PickMySearch Products or any of its component features. You agree that PickMySearch shall not be liable to you or any third-party for any termination or disabling of the PickMySearch Products.

14. Disclaimer of Warranty

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THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF AN PICKMYSEARCH PRODUCT REMAINS SOLELY WITH YOU.

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15. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PICKMYSEARCH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PICKMYSEARCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PICKMYSEARCH PRODUCT; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (IV) ANY OTHER MATTER RELATING TO THE PICKMYSEARCH PRODUCT. IN NO EVENT SHALL

PICKMYSEARCH'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING AN PICKMYSEARCH PRODUCT.

IF ANY OF THE EXCLUSIONS SET FORTH IN THIS SECTION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE PICKMYSEARCH PRODUCT, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

16. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PICKMYSEARCH, ITS PARENTS, AFFILIATE AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING FROM YOUR USE OF THE PICKMYSEARCH PRODUCTS, YOUR VIOLATION OF THE EULA OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY PICKMYSEARCH OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

17. Export Controls

The PickMySearch Products and the underlying information and technology may not be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the U.S. has currently embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the PickMySearch Product, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws.

18. Notice to Government End Users

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19. Governing Law and Other Miscellaneous Terms

The substantive laws of the State of North Carolina in the United States of America, without regard to conflict of laws principles, shall govern all matters relating to or arising from this EULA, and the use (or inability to use) the PickMySearch Products. You hereby submit to the exclusive jurisdiction and venue of the appropriate State and Federal courts located in Seminole County, Sanford, with respect to all matters arising out of or relating to this EULA.

No failure or delay by PickMySearch in exercising any right, power or privilege under this EULA will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this EULA. If any provision of this EULA shall be found unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

20. How to Contact Us

If you have any questions about this EULA or our information-handling practices, or wish to review, amend or delete any personal information we are storing, please contact us by email:

email: pickmysearch@gmail.com

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