

# TERMS OF SERVICE

PickMySearch (collectively, "PickMySearch", "we", or "us") is pleased to provide you its website, and the related websites, applications, e.g. tool bars, content, products, forums and services made available, or available for download on the page on which these Terms of Service are posted (collectively, along with the Search Applications described in Section 1, the "PickMySearch Services"). Please note that if you use the PickMySearch Services described in [Addendum A](#), these terms, along with the Supplemental Terms set forth in Addendum A ("Supplemental Terms"), apply to those services as well.

**IMPORTANT: BY USING THE SERVICE, YOU AGREE TO RESOLVE DISPUTES WITH PICKMYSEARCH THROUGH BINDING ARBITRATION (AND WITH VERY LIMITED EXCEPTIONS, NOT IN COURT), AND YOU WAIVE CERTAIN RIGHTS TO PARTICIPATE IN CLASS ACTIONS, AS DETAILED IN SECTION 14. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, DO NOT DOWNLOAD OR ACCESS THE PICKMYSEARCH SERVICES. PickMySearch's Privacy Policy is hereby incorporated into this Terms of Service by reference.**

If you have any questions or concerns regarding these Terms of Service, please email us at [pickmysearch@gmail.com](mailto:pickmysearch@gmail.com). Do not use the PickMySearch Services until your questions and concerns have been answered to your satisfaction and you agree to abide by the terms and conditions of this Terms of Service.

## 1. Services Overview

A. **Toolbar and Search Application Services.** The PickMySearch Services offer a number of features that may allow you to enter and perform Internet searches ("Search Applications"), reset your Internet browser's default homepage and/or new tab page, customize widgets, and much more. To use such PickMySearch Services you may be required you to install such services into your Internet browser.

The PickMySearch Services may integrate, be integrated into, or be provided in connection with third-party services and content. We do not control those third-party services and content. You should read the terms of use agreements and [privacy policies](#) that apply to such third-party services and content, which may be found on the relevant third-party's website.

B. **PickMySearch Services (Powered by Google Inc, Yahoo!, Microsoft, Amazon, Ebay, Walmart, Alibaba, Ikea, BestBuy, HomeDepot, Asos, Target, Etsy).** The Search Applications provide features to facilitate Internet search and communication services, including through the PickMySearch search portals and email services. This search functionality may be implemented through browser settings and "extensions" that set or default your browser homepage, start page, new tab page and/or default search setting(s), depending on which PickMySearch Service you are using and what options you select. If you do not wish to reset your setting(s) in this way, you can decline or opt-out of the setting(s) change by unchecking the appropriate checkbox during the download and installation process for the relevant PickMySearch Product that provides access to the PickMySearch Services. Certain

PickMySearch Products, such as Chrome new tab products, may be available through the online store operated by the browser developer (e.g., the Chrome web store) and the user disclosures and options may vary based on the store's requirements. The search features, as well as other non-search-related features, may be customized by you. In addition, you can disable or remove the default these search features by removing or disabling the applicable files you downloaded from the PickMySearch Services, depending on your browser, browser version, and tools and features provided in your respective browser. Click here to go to your browser settings or contact us [by email](#).

In some PickMySearch Products the Search Applications are provided by Google under the Google brand in which case the relevant Google Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Yahoo under the Yahoo brand in which case the relevant Yahoo Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by BING under the Microsoft brand in which case the relevant Microsoft Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Ask under the Ask brand in which case the relevant Ask Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by AOL under the AOL brand in which case the relevant AOL Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by DuckDuckGo under the DuckDuckGo brand in which case the relevant DuckDuckGo Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Ecosia under the Ecosia brand in which case the relevant Ecosia Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Facebook under the Facebook brand in which case the relevant Facebook Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Instagram under the Instagram brand in which case the relevant Instagram Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Twitter under the Twitter brand in which case the relevant Twitter Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Tumblr under the Tumblr brand in which case the relevant Tumblr Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Reddit under the Reddit brand in which case the relevant Reddit Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Wikipedia under the Wikipedia brand in which case the relevant Wikipedia Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Pinterest under the Pinterest brand in which case the relevant Pinterest Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by LinkedIn under the LinkedIn brand in which case the relevant LinkedIn Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Flickr under the Flickr brand in which case the relevant Flickr Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by TikTok under the TikTok brand in which case the relevant TikTok Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Amazon under the Amazon brand in which case the relevant Amazon Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Ebay under the Ebay brand in which case the relevant Ebay Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Walmart under the Walmart brand in which case the relevant Walmart Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Alibaba under the Alibaba brand in which case the relevant Alibaba Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by AliExpress under the AliExpress brand in which case the relevant AliExpress Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Ikea under the Ikea brand in which case the relevant Ikea Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by BestBuy under the BestBuy brand in which case the relevant BestBuy Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by HomeDepot under the HomeDepot brand in which case the relevant HomeDepot Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Asos under the Asos brand in which case the relevant Asos Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Target under the Target brand in which case the relevant Target Privacy Policy applies, available [here](#).

In some PickMySearch Products the Search Applications are provided by Etsy under the Etsy brand in which case the relevant Etsy Privacy Policy applies, available [here](#).

C. PickMySearch Services. As part of the PickMySearch Services, you will have access to services made available through the “PickMySearch” portal, accessible at <https://pickmysearch.com> which includes access to forums, communities, and email account creation and other email services. You agree to the [SUPPLEMENTAL TERMS](#) set forth below, as to your access and use of the PickMySearch Services

D. Applicable Privacy Policy and Terms of Service. Certain PickMySearch Services may be subject to different privacy policies and/or terms of service as indicated on the sites from where those services are available and/or accessed.

## 2. Age Requirement

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

**NOTICE TO PARENTS AND GUARDIANS:** By granting your child permission to download and access a PickMySearch Service, you agree to the terms of this Terms of Service on behalf of your child. You are responsible for exercising supervision over your children's online activities. If you do not agree to this Terms of Service, do not let your child use the PickMySearch Services 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 Services, please contact us at [pickmysearch@gmail.com](mailto:pickmysearch@gmail.com).

## 3. Use of Services; Eligibility; Grant of License

You may access the PickMySearch Services for personal, non-commercial purposes. Use of the PickMySearch Services is void where prohibited. By accessing or otherwise using the PickMySearch Services, you hereby acknowledge, warrant, and represent that (i) you have read, understand, and agree to be legally bound, and to abide, by these Terms of Service, just as if you had signed a written agreement; (ii) you have the right, authority and capacity to enter into this agreement and to abide by all the terms and conditions of these Terms of Service; and (iii) if you purport to be acting on the behalf of any person or entity, you are authorized to act on behalf of such party.

We reserve the right, at any time and from time to time, to temporarily or permanently, in whole or in part, to: (a) modify or discontinue the PickMySearch Services, including, but not limited to (i) restricting the time the PickMySearch Services are available, (ii) restricting use of certain PickMySearch Services to users in specified geographic regions, (iii) restricting the amount of use of the PickMySearch Services permitted (which may vary depending on membership level), and (iv) restricting or terminating any user's right to use the PickMySearch Services, with or without notice; (b) charge fees in connection with the use of all or part of the PickMySearch Services; (c) modify and/or waive any fees charged in connection with the PickMySearch Services; and/or (d) offer opportunities to some or all users of the PickMySearch Services. You agree that neither we nor any of our affiliates shall be liable to you or to any third party for any modification, suspension or discontinuance of the PickMySearch Services (in whole or in part), any content, or features offered through the PickMySearch Services. Your continued use of the PickMySearch Services following the posting of changes to these Terms of Service will constitute your acceptance of such changes. We may acquire or develop new PickMySearch Services from time to time that require

additional terms of service. In such case, we will add these additional provisions in a product specific addendum or section that will only apply to such new PickMySearch Service and will not vary the terms of these Terms of Service in relation to your use of existing PickMySearch Services (and, as such, we will not be required to notify you of such additional terms unless you also use the new PickMySearch Services).

Subject to the terms and conditions set forth herein, and any applicable third party restrictions, PickMySearch grants you a revocable, non-transferable, non-exclusive and non-sublicensable, limited right and license, to access and use the PickMySearch Services. PickMySearch reserves all rights to ownership or use not expressly stated herein, and disclaim any and all implied licenses.

#### **4. Disclosure of Information To Third Parties**

Pursuant to the PickMySearch Services' [Privacy Policy](#), we may disclose to third parties certain information we collect about you and your use of the PickMySearch Services. We may also disclose such information if we have a good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce these Terms of Service, to protect the rights, property or person of any entity or individual (including us), or in connection with a substantial corporate transaction. For more information, please see our [Privacy Policy](#).

#### **5. Community Standards and Conduct**

You agree to not use the Services to:

- Post, email or otherwise transmit any submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- Post, email or otherwise transmit any submission that infringes any intellectual property and/or proprietary rights of any party;
- Post, email or otherwise transmit any illegal, unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Post, email or otherwise transmit any 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;
- Interfere with or disrupt the PickMySearch Services or servers or networks connected to the PickMySearch Services, or disobey any requirements, procedures, policies or regulations of networks or third party providers connected to, or providing the PickMySearch Services;
- Collect or extract data through any robot, bot, software, or other automated method, otherwise "scrape" data posted on or through the PickMySearch Services, or manually extract data from the PickMySearch Services for any commercial purpose, or authorize any third party to do any of the foregoing;

- Interfere with or disrupt the PickMySearch Services or servers or networks connected to the PickMySearch Services, or disobey any requirements, procedures, policies or regulations of networks or third party providers connected to, or providing the Services.

## **6. Links, External Sites, Social Networks And Resources**

The PickMySearch Services may integrate, be integrated into, bundled, or be provided in connection with third-party services and/or social networks and may be available only to registered members. The PickMySearch Services may also contain advertisements for or links to other websites or resources that are not subject to these [Terms of Service](#) or the PickMySearch Services' [Privacy Policy](#). PickMySearch has no control over such websites and resources, you acknowledge and agree that PickMySearch is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any 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 goods or services available on or through any external website, social network or resource. Your use of external websites or resources is at your own risk.

## **7. Disclaimers of Warranties**

ALL PICKMYSEARCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU USE THEM AT YOUR SOLE RISK. PICKMYSEARCH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY ARISING UNDER THE UNIFORM COMMERCIAL CODE, USAGE OF TRADE, COURSE OF CONDUCT OR OTHERWISE. WITHOUT LIMITATION, PICKMYSEARCH MAKES NO WARRANTY THAT THE PICKMYSEARCH SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE PICKMYSEARCH SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE PICKMYSEARCH SERVICES OBTAINED WILL MEET YOUR EXPECTATIONS.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF AN PICKMYSEARCH SERVICES REMAINS SOLELY WITH YOU. PICKMYSEARCH EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO SERVICES PROVIDED BY THIRD PARTIES.

## **8. 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 SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PICKMYSEARCH SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE PICKMYSEARCH SERVICES. 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 THE PICKMYSEARCH SERVICES.

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 SERVICES, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

## **9. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PICKMYSEARCH, ITS PARENTS, AFFILIATES 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 SERVICES, YOUR VIOLATION OF THESE TERMS OF USE OR YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY PICKMYSEARCH OF ANY BREACH OF SECURITY KNOWN TO YOU.

## **10. Termination**

PickMySearch may in its sole discretion and at any time terminate your use of the PickMySearch Services and/or disable your use of the PickMySearch Services, for any or no reason, including, without limitation, if we believe that you have violated or acted inconsistently with the term or policies applicable to your use of the PickMySearch Services. We may do so without advance notice, such as (but not limited to) if we discontinue the PickMySearch Services or any aspect or features of them. Further, you agree that PickMySearch shall not be liable to you or any third-party for any termination of your access to the PickMySearch Services.

The provisions of these Terms of Service pertaining to disclaimers, exclusion of damages, limitations of liability and indemnification shall survive termination.

## **11. Intellectual Property**

You acknowledge that the PickMySearch Services contain software, graphics, photos, or other material (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All PickMySearch generated Content and Content provided to PickMySearch by its partners and licensors is copyrighted individually and/or as a collective work under the U.S. copyright laws; further, PickMySearch owns a copyright in the selection, coordination, arrangement and enhancement of all Content in the PickMySearch Services. Unless otherwise specified, modification of the Content or use of the Content for any other purpose, including use of any such Content on any other website, the PickMySearch Services or networked computer environment is strictly prohibited.

The PickMySearch, Google, Yahoo!, Microsoft, Amazon, Ebay, Walmart, Alibaba, Ikea, BestBuy, HomeDepot, Asos, Target, or Etsy name, logos and affiliated properties, are the exclusive property of PickMySearch and/or our corporate affiliates. All other trademarks appearing on the PickMySearch Services are trademarks of their respective owners. Our partners or service providers may also have additional proprietary rights in the content which they make available through the PickMySearch Services. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the PickMySearch Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

Further, we own and assert a copyright in the selection, coordination, arrangement and enhancement of this website. Our partners may also have additional proprietary rights in the content that they make available through the PickMySearch Services. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way commercially exploit, any of the content on this website.

## **12. Content; Submissions; Copyright Infringement**

A) Copyright Protection of content you display using our services. You are solely responsible for any Content you contribute, submit or display on or through your use of the PickMySearch Services. It is your obligation to ensure that such content, including photos, text, video and music files, is not violating any copyright. You must either own or have a license to use any copyrighted content that you contribute, submit or display.

B) PickMySearch Copyright Protection Policy. 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 Services or other services by anyone who uses them to repeatedly infringe the intellectual property rights of others. If you believe a PickMySearch Service, or elements, infringe your copyright rights, Please contact PickMySearch's Copyright Agent at:



email: [pickmysearch@gmail.com](mailto:pickmysearch@gmail.com)

Please ensure your communication includes the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of, (sufficient for us to locate it) 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 user;
- 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 PickMySearch 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 Service 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. Arbitration and Governing Law**

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof), the PickMySearch Services, or the Website shall be **BINDING ARBITRATION** administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

By using the PickMySearch Services in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). **AS FURTHER SET FORTH IN SECTION 14, YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.** Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.** You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Seminole County, Sanford. You hereby irrevocably consent to the jurisdiction of those courts for such purposes. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of North Carolina without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

### **14. Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

PickMySearch and you agree that PickMySearch and you will resolve any disputes, claims or controversies on an individual basis, and that any disputes, claims, and controversies arising out of or relating to these Terms of Service (such as with respect to their validity or enforceability) or the PickMySearch Services (for example, relating to any person's access to or use of the PickMySearch Services, or the provision of content, products, services, or technology on or through the PickMySearch Services, or the handling of information collected on the PickMySearch Services), will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. PickMySearch and you further agree that PickMySearch and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising out of or relating to these Terms of Service (such as with respect to their validity or enforceability) or the PickMySearch Services (for example, relating to any person's access to or use of the PickMySearch Services, or the provision of content, products, services, or technology on or through the Service, or the handling of information collected on the PickMySearch Services).

If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated, or representative basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in Seminole County, Sanford.

This Class Action Waiver section will also apply to any claims asserted by you against any present or future parent, subsidiary or affiliated company of PickMySearch, and to any claims asserted by any of them against you, to the extent that any such claims arise out of or relate to these Terms of Service (such as with respect to their validity or enforceability) or the PickMySearch Services (for example, relating to any person's access to or use of the PickMySearch Services, or the provision of content, products, services, or technology on or through the PickMySearch Services, or the handling of information collected on the PickMySearch Services).

## **15. How to Contact Us**

If you have any questions about this Terms of Service 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](mailto:pickmysearch@gmail.com)

# **ADDENDUM A: SUPPLEMENTAL TERMS PERTAINING TO PICKMYSEARCH SERVICES (THE “SUPPLEMENTAL TERMS”)**

Without limiting any of the restrictions, limitations, or rights we have reserved that are set forth in the Terms of Service, the following terms also apply, if you use services provided through the [www.pickmysearch.com](http://www.pickmysearch.com) platform, including email services, and access to “PickMySearch” branded or provided forums and communities (the “PickMySearch Services,” as defined in the above Terms of Service).

1. Compliance With Terms of Service and these Supplemental Terms. If you fail to comply with the Terms of Service of these Supplemental Terms at any time, we reserve the right to terminate your access to all or some of the PickMySearch Services, which may include disabling your PickMySearch email account. We may discontinue or alter any aspect of the PickMySearch Services, including, but not limited to, (i) restricting the time the PickMySearch Services are available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the PickMySearch Services, at our sole discretion and without prior notice or liability. You are responsible for all charges associated with connecting to the PickMySearch Services. You are also responsible for obtaining or providing all access lines, including DSL, cable, or other network services or devices necessary to access the PickMySearch Services.

2. Registration. In order to use certain of the PickMySearch Services, such as email-related services, you must provide certain registration information. You agree that PickMySearch user names are our property, and we reserve the right, in our sole discretion, to change, remove or replace any user name for any reason. We may refuse to grant you, and you may not use, an PickMySearch user name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. Please note that your user name may be viewed by the public, so you should not choose a user name that personally identifies you unless it is your purpose to do so.

If you elect to register to use the PickMySearch Services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the PickMySearch registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate, or incomplete, or if we have reasonable grounds to suspect that such is the case, we may suspend or terminate your account and refuse any and all current or future use of the PickMySearch website and/or PickMySearch Services (or any portion thereof).

In addition to any other Registration Data we may require, to register with PickMySearch you will be required to choose a password and an account name. You are

solely responsible for maintaining the confidentiality of any password you may use to access the PickMySearch Services, and agree not to transfer your user name or password, or lend or otherwise transfer your use of or access to the PickMySearch Services, to any third party. You are fully responsible for all activity that occurs in connection with your user name or password. You agree to immediately notify us of any unauthorized use of your user name or password or any other breach of security related to your account or the PickMySearch Services, and to ensure that you "log off"/exit from your account (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

3. PickMySearch's Privacy Policy. Pursuant to our Privacy Policy, we may disclose to certain third parties certain information contained in your Registration Data or related data unless you choose to opt out from such disclosures as described in the Privacy Policy. Please note: opting out may restrict your ability to utilize certain of the PickMySearch Services.

4. Access to Your Emails. As further set forth in our Privacy Policy, we may monitor, edit, or disclose the contents of user or member e-mails in the course of normal maintenance of the PickMySearch Services and its systems, or as otherwise set forth in our Privacy Policy. Further, in order to permit us to protect the quality of its products and services, you hereby consent to our employees being able to access your account and records on a case by case basis to investigate complaints or other allegations or abuse.

5. Forums; Email Service. Through PickMySearch-branded products and services, we may offer users access to Forums, and may also provide registered users with access to email services. A "Forum" refers to a bulletin board, virtual community or other means for users to engage in public commentary or discussion. Forums and e-mail services are offered for personal, non-commercial use only. You agree to not, without our express written approval, distribute or otherwise publish via any of the PickMySearch Services any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services.

As with all PickMySearch Services, your privilege to use PickMySearch email and participate in the Forums is dependent on your continued compliance with the Terms of Service and Supplemental Terms, specifically including the Community Standards and Conduct listed below. We may revoke your privileges, terminate your registration/account or take any other measures deemed by us to be appropriate, in our sole discretion, to enforce the Terms of Service and Supplemental Terms if violations are brought to our attention. In addition to any other rights or remedies available to it, PickMySearch reserves the right to immediately suspend, terminate, access and investigate the email or user account of any user upon receipt of a subpoena or law enforcement request, or when PickMySearch believes, in its sole discretion, that a user is transmitting or is otherwise connected with the distribution of unsolicited bulk email messages (SPAM) or any harassing email messages, or with any fraudulent, misleading, harmful or illegal activities. Because of the difficulty associated with quantifying damages, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages of \$5 for each piece of unsolicited bulk email transmitted from or otherwise connected with your account or the maximum liquidated damages permitted under law, whichever is greater; otherwise you agree to pay our actual damages, including any associated attorney's fees, to the extent such actual damages can be reasonably calculated.

You should consider all Forum communications to be public and not private communications. Although we reserve the right to remove without notice any Forum posting

for any reason, we have no obligation to delete content that you may find objectionable or offensive.

We reserve the right to monitor some, all, or no areas of the Forums for adherence to these or other rules that may be published from time to time. You acknowledge that by providing you with the ability to distribute content, we act as a passive conduit for such distribution and are not undertaking any obligation or liability relating to any content or activities in any Forum or email.

6. Submissions. If, on your own or at our request, you submit content (e.g., postings to Forums, responses to surveys, etc.), communications, creative suggestions, ideas, notes, drawings, or other information (collectively, "Submissions"), you hereby grant us, and our corporate affiliates, a royalty-free, perpetual, irrevocable, sub-licensable, transferable, worldwide license to use, copy, modify, incorporate into other works, display, perform, transmit and distribute such Submissions or any portion thereof, in or through any medium, whether now known or hereafter created. We shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the submitter. You represent and warrant that you own the contents of any Submission or otherwise have sufficient rights in the Submission to grant to us the license set forth above.

7. PickMySearch Email Storage and Delivery; Termination of Inactive Accounts. If you obtain email services as part of the PickMySearch Services, the amount of email storage space per member may be limited. Email accounts may be archived at such time intervals as we or our third party service provider(s) determine in their sole discretion. Some Email messages may not be processed due to space constraints, outbound message limitations or disruptions in the system(s). You agree that we are not responsible or liable for the deletion or failure to store messages or other information.

Email accounts may be terminated and/or deleted from our system if they remain inactive for a period of ninety (90) or more days. In the event of a suspension or deletion of an email account, messages (whether sent, received, in draft form or archived) and address book entries will no longer be accessible.

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9. PickMySearch Community Standards. In addition to the Community Standards and Conduct set forth in the Terms of Service, above, if you use or access the PickMySearch

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- harm or provide inappropriate content to minors;
- impersonate any person or entity, including, but not limited to a PickMySearch or PickMySearch employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the PickMySearch Services;
- solicit other users of the PickMySearch Services to join or become members of any online or other service;
- upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- upload, post, email or otherwise transmit any 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;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the PickMySearch Services or a PickMySearch Forum are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
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- "stalk" or otherwise harass another member or user of the PickMySearch Services; or
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