

TERMS OF SERVICE

Search Engage Ltd. (collectively, "Search Engage", "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 "Search Engage Services"). Please note that if you use the Search Engage 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 SEARCH ENGAGE 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 SEARCH ENGAGE SERVICES. Search Engage'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 support@searchengage.com. Do not use the Search Engage 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 Search Engage 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 Search Engage Services you may be required you to install such services into your Internet browser.

The Search Engage 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. **Search Engage Services (Powered by Yahoo!, Microsoft or Google Inc).** The Search Applications provide features to facilitate Internet search and communication services, including through the Search Engage 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 Search Engage 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 Search Engage Product that provides access to the Search Engage Services. Certain Search Engage 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 Search Engage 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 Search Engage 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 Search Engage 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 Search Engage Products the Search Applications are provided by Google under the Google brand in which case the relevant Google Privacy Policy applies, available [here](#).

C. Search Dimension Services. As part of the Search Engage Services, you will have access to services made available through the "Search Engage" portal, accessible at <http://searchengage.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 Search Engage Services

D. Applicable Privacy Policy and Terms of Service. Certain Search Engage 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 Search Engage 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 Search Engage Services for you.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to download and access a Search Engage 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 Search Engage 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 Search Engage Services, please contact us at support@searchengage.com.

3. Use of Services; Eligibility; Grant of License

You may access the Search Engage Services for personal, non-commercial purposes. Use of the Search Engage Services is void where prohibited. By accessing or otherwise using the Search Engage 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 Search Engage Services, including, but not limited to (i) restricting the time the Search Engage Services are available, (ii) restricting use of certain Search Engage Services to users in specified geographic regions, (iii) restricting the amount of use of the Search Engage Services permitted (which may vary depending on membership level), and (iv) restricting or terminating any user's right to use the Search Engage Services, with or without notice; (b) charge fees in connection with the use of all or part of the Search Engage Services; (c) modify and/or waive any fees charged in connection with the Search Engage Services; and/or (d) offer opportunities to some or all users of the Search Engage 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 Search Engage Services (in whole or in part), any content, or features offered through the Search Engage Services. Your continued use of the Search Engage Services following the posting of changes to these Terms of Service will constitute your acceptance of such changes. We may acquire or develop new Search Engage 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 Search Engage Service and will not vary the terms of these Terms of Service in relation to your use of existing Search Engage Services (and, as such, we will not be required to notify you of such additional terms unless you also use the new Search Engage Services).

Subject to the terms and conditions set forth herein, and any applicable third party restrictions, Search Engage grants you a revocable, non-transferable, non-exclusive and non-sublicensable, limited right and license, to access and use the Search Engage Services. Search Engage 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 Search Engage Services' [Privacy Policy](#), we may disclose to third parties certain information we collect about you and your use of the Search Engage 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 Search Engage Services or servers or networks connected to the Search Engage Services, or disobey any requirements, procedures, policies or regulations of networks or third party providers connected to, or providing the Search Engage Services;
- Collect or extract data through any robot, bot, software, or other automated method, otherwise "scrape" data posted on or through the Search Engage Services, or manually extract data from the Search Engage Services for any commercial purpose, or authorize any third party to do any of the foregoing;
- Interfere with or disrupt the Search Engage Services or servers or networks connected to the Search Engage 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 Search Engage 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 Search Engage Services may also contain advertisements for or links to other websites or resources that are not subject to these [Terms of Service](#) or the Search Engage Services' [Privacy Policy](#). Search Engage has no control over such websites and resources, you acknowledge and agree that Search Engage 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 Search Engage 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 SEARCH ENGAGE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU USE THEM AT YOUR SOLE RISK. SEARCH

ENGAGE 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, SEARCH ENGAGE MAKES NO WARRANTY THAT THE SEARCH ENGAGE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE SEARCH ENGAGE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE SEARCH ENGAGE SERVICES OBTAINED WILL MEET YOUR EXPECTATIONS.

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

8. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SEARCH ENGAGE 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 SEARCH ENGAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SEARCH ENGAGE SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SEARCH ENGAGE SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE SEARCH ENGAGE SERVICES. IN NO EVENT SHALL SEARCH ENGAGE'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 SEARCH ENGAGE 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 SEARCH ENGAGE SERVICES, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

9. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SEARCH ENGAGE, 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 SEARCH ENGAGE 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 SEARCH ENGAGE OF ANY BREACH OF SECURITY KNOWN TO YOU.

10. Termination

Search Engage may in its sole discretion and at any time terminate your use of the Search Engage Services and/or disable your use of the Search Engage 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 Search Engage Services. We may do so without advance notice, such as (but not limited to) if we discontinue the Search Engage Services or any aspect or features of them. Further, you agree that Search Engage shall not be liable to you or any third-party for any termination of your access to the Search Engage 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 Search Engage 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 Search Engage generated Content and Content provided to Search Engage by its partners and licensors is copyrighted individually and/or as a collective work under the U.S. copyright laws; further, Search Engage owns a copyright in the selection, coordination, arrangement and enhancement of all Content in the Search Engage 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 Search Engage Services or networked computer environment is strictly prohibited.

The Search Engage, Yahoo!, Microsoft, or Google name, logos and affiliated properties, are the exclusive property of Search Engage Ltd. and/or our corporate affiliates. All other trademarks appearing on the Search Engage 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 Search Engage 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 Search Engage 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 Search Engage 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 thorough your use of the Search Engage 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) Search Engage Copyright Protection Policy. Search Engage respects and expects its users to respect the rights of copyright holders. On notice, Search Engage will act appropriately to remove content that infringes the copyright rights of others. Search Engage reserves the right to disable the access to Search Engage Services or other services by anyone who uses them to repeatedly infringe the intellectual property rights of others. If you believe a Search Engage Service, or elements, infringe your copyright rights, Please contact Search Engage Ltd.'s Copyright Agent at:

email: dmca@searchengage.com

Please ensure you 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. Search Engage may also act to remove Objectionable Content. The decision to remove Objectionable Content shall be made at Search Engage'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 Search Engage 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 Search Engage. None of the Submissions shall be subject to any obligation of confidence on the part of Search Engage, and Search Engage shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, Search Engage 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. Search Engage will terminate a user's access to a Search Engage 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 Search Engage 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 Search Engage 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 New York County, New York. 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 New York 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.

Search Engage and you agree that Search Engage 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 Search Engage Services (for example, relating to any person's access to or use of the Search Engage Services, or the provision of content, products, services, or technology on or through the Search Engage Services, or the handling of information collected on the Search Engage Services), will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. Search Engage and you further agree that Search Engage 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 Search Engage Services (for example, relating to any person's access to or use of the Search Engage Services, or the provision of content, products, services, or technology on or through the Service, or the handling of information collected on the Search Engage 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 New York County, New York.

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 Search Engage, 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 Search Engage Services (for example, relating to any person's access to or use of the Search Engage Services, or the provision of content, products, services, or technology on or through the Search Engage Services, or the handling of information collected on the Search Engage 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 or postal mail as follows:

support@searchengage.com

ADDENDUM A: SUPPLEMENTAL TERMS PERTAINING TO SEARCH ENGAGE 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 <http://www.searchengage.com/> platform, including email services, and access to “Search Engage” branded or provided forums and communities (the “Search Engage 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 Search Engage Services, which may include disabling your Search Engage email account. We may discontinue or alter any aspect of the Search Engage Services, including, but not limited to, (i) restricting the time the Search Engage Services are available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Search Engage Services, at our sole discretion and without prior notice or liability. You are responsible for all charges associated with connecting to the Search Engage 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 Search Engage Services.

2. Registration. In order to use certain of the Search Engage Services, such as email-related services, you must provide certain registration information. You agree that Search Engage 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 Search Engage 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 Search Engage Services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Search Engage 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 Search Engage website and/or Search Engage Services (or any portion thereof).

In addition to any other Registration Data we may require, to register with Search Engage 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

Search Engage Services, and agree not to transfer your user name or password, or lend or otherwise transfer your use of or access to the Search Engage 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 Search Engage 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. Search Engage'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 Search Engage 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 Search Engage 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 Search Engage-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 Search Engage Services any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services.

As with all Search Engage Services, your privilege to use Search Engage 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, Search Engage 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 Search Engage 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. Search Engage Email Storage and Delivery; Termination of Inactive Accounts. If you obtain email services as part of the Search Engage 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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