

## END USER LICENSE AGREEMENT/PRIVACY POLICY/TERMS OF SERVICES

### IMPORTANT – PLEASE READ CAREFULLY - SHORT PLAIN ENGLISH SUMMARY OF END USER LICENSE

This is a legal contract between you and IAC Search & Media, Inc. You must agree to this contract and abide by its terms in order to download and use the toolbar. **You must be 18 years of age in order to agree to this contract and download this product.** IF YOU ARE NOT YET 18, PLEASE ASK YOUR PARENT OR GUARDIAN TO DOWNLOAD THE TOOLBAR FOR YOU.

UPON INSTALLATION OF THE TOOLBAR, THE FOLLOWING FEATURES WILL BE ADDED TO YOUR BROWSER:

SEARCH BOX is a toolbar to your Internet browser. The browser toolbar is customizable and will provide you access to Ask.com search results..

SEARCH ASSISTANT: This provides relevant links and results when your search request or browser address request is misspelled or incorrectly formatted.

In addition, an Easy Installer will be downloaded to install this software. It does not install any other software and is automatically deleted the first time you turn off your computer after installation of the above-described products.

**THIS PRODUCT AND ALL THE FEATURES LISTED ABOVE ARE FREE.**

**NO REGISTRATION OR PERSONAL INFORMATION IS REQUIRED.**

**THIS PRODUCT IS NOT SPYWARE OR ADWARE. IT WILL NOT WATCH HOW YOU USE YOUR COMPUTER. IT WILL NOT COLLECT PERSONALLY IDENTIFIABLE INFORMATION. IT WILL NOT DELIVER POP-UP ADS.**

**THIS PRODUCT CAN BE EASILY UNINSTALLED IF YOU LATER DECIDE YOU DO NOT WANT IT.** If you want to uninstall this product, click on the "Start" button; then click on the "Settings" button, then click on the "Control Panel" button, then click on the "Add or Remove Programs" button, then look for "Ask Toolbar", and click on the "Change/Remove" button.

WHAT FOLLOWS NEXT IS THE END USER LICENSE AGREEMENT/PRIVACY POLICY/TERMS OF SERVICE WHICH IS THE FORMAL CONTRACT DESCRIBED ABOVE THAT OUR LAWYERS MAKE US INCLUDE.

#### 1. License Grant

Subject to the terms and conditions of this END USER LICENSE AGREEMENT/PRIVACY POLICY/TERMS OF SERVICE (this "**Agreement**"), IAC Search & Media, Inc. and its parent and subsidiary companies (collectively "**IAC SEARCH & MEDIA**", "**we**", "**us**" or "**our**") grant you a non-exclusive, revocable, limited license, to (a) download and install the most current generally available version of the toolbar and all associated features (hereafter, the "**Toolbar**"), including all updates thereto, and (b) use the Toolbar you download and install solely for your personal, non-commercial purposes and (c) access and use the web sites associated with the Toolbar ("**Web Sites**") and the services associated with the Toolbar and Web Sites ("**Services**") solely for your personal, non-commercial purposes.

#### 2. License Conditions

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 Toolbar or use the Toolbar for the benefit of any third party through any outsourcing or time-sharing arrangement or through the operation of any service bureau. You may not install the Toolbar on any computer without permission from the owner of that computer. You may not modify, reverse-engineer, decompile, disassemble, or otherwise discover the Toolbar, or attempt to do so for any reason. Further, you may not access, create or modify the source code of the Toolbar in any way. You do not have the right to and may not create derivative works of the Toolbar. All modifications or enhancements to the Toolbar remain the sole property of IAC Search & Media. You understand that we, in our sole discretion, may modify or discontinue or suspend your right to access or use the Toolbar at any time, and we may at any time suspend or terminate any license hereunder and disable the Toolbar or any of its component features.

We reserve the right to add additional features or functions to the existing Toolbar. When installed on your computer, the Toolbar periodically communicates with our servers. We may require the updating of the Toolbar on your computer when we release a new version of the Toolbar, or when we make new features available. This update may occur automatically or through other means and may occur all at once or over multiple sessions. You understand that we may require your review and acceptance of our then-current END USER LICENSE AGREEMENT/TERMS OF SERVICE/PRIVACY POLICY before you will be permitted a limited license for any subsequent versions of the Toolbar. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Toolbar.

#### 3. Ownership

You acknowledge and agree that the Toolbar is licensed, not sold to you by IAC Search & Media. You acknowledge that the Toolbar, including all code, content, protocols, software, and documentation provided to you by IAC Search & Media in conjunction with the Toolbar, Web Site or Services are IAC Search & Media's property or the property of IAC Search & Media's licensors, and are protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to Intellectual Property Rights. "**Intellectual Property Rights**" means, collectively, rights under patent, trademark, copyright and trade secret

laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights. You may not delete, alter, or remove any copyright, trademark, or other proprietary rights notice we have placed on the Toolbar. All rights not expressly granted hereunder are expressly reserved to IAC Search & Media and its licensors.

#### **4. Content and Infringement**

You understand that all content, including, without limitation all data, links, articles, search results, graphic or video messages and all information, text, software, music, photos, images, sound, graphics or other materials ("**Content**") made available or accessible through the Toolbar, Web Sites or Services, whether publicly available or privately transmitted, is the sole responsibility of the person or entity from whom it originated. Content made available or accessed through the Toolbar is the property of the applicable Content owner and may be protected by applicable laws including without limitation those relating to copyrights, patents, trademarks, trade secrets or other proprietary rights. This Agreement gives you no rights to such Content.

IAC Search & Media respects and expects its users to respect the rights of copyright holders. On notice, IAC Search & Media will act appropriately to remove Content under our control that infringes the copyright rights of others. IAC Search & Media reserves the right to disable the access to the Toolbar, Web Sites or Services by anyone who uses them to repeatedly infringe the Intellectual Property Rights of others. If you believe that our Web Sites or Services contain elements that infringe your copyright rights, please follow our Notice and Procedure for Making Claims of Copyright Infringement contained in Section 17 below.

All Content is copyrighted as a collective work under the U.S. copyright laws, and IAC Search & Media owns a copyright in the selection, coordination, arrangement and enhancement of such Content. The My Search name and logo are trademarks of IAC Search & Media. All other trademarks appearing on the Service and Web Sites are trademarks of their respective owners. IAC Search & Media's partners may also have additional proprietary rights in the content that they make available through the Web Sites and Service. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content, in whole or in part, except that you may download one copy of the materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose, including use of any such material on any other web site or networked computer environment is strictly prohibited.

You understand and agree that by using the Toolbar and Services, such as by clicking through to a third-party website by following a search results link, 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 IAC Search & Media be liable in any way for any Content created by or originating with entities other than IAC Search & Media, 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 the Toolbar or Services.

We are not responsible for any Content such as audio, video, text or any other, files owned by users of the Toolbar. The Toolbar is exposed to various security issues, and should be regarded as non-secure. By accepting this Agreement, you acknowledge and accept that the Toolbar, and any information you download or offer to share by means of the Toolbar, may be exposed to unauthorized access, interception, corruption, damage or misuse, and should be regarded as non-secure. You accept all responsibility for such security risks and any damage resulting therefrom.

#### **5. Installation, Operation and Removal.**

UPON INSTALLATION OF THE TOOLBAR, THE FOLLOWING FEATURES WILL BE ADDED TO YOUR BROWSER:

**SEARCH BOX.** It will add the Toolbar to your Internet browser. The browser Toolbar is customizable and will provide you with easy access to search results from several of the best search engines on the Internet.

**SEARCH ASSISTANT:** This provides relevant links and results when your search request or browser address request is misspelled or incorrectly formatted.

If you wish to remove and uninstall the Toolbar from your computer, click on the "Start" button; then click on the "Settings" button, then click on the "Control Panel" button, then click on the "Add or Remove Programs" button, then look for "Ask Toolbar" and click on the "Change/Remove" button.

#### **6. Privacy Policy**

The Toolbar and Web Sites gather a standard set of information from a user's computer when the user submits a search query. We use this information to properly process your search requests. Importantly, all information collected in connection with a search query is recorded on a non-personally identifiable basis and is kept strictly anonymous, except when a user expressly grants permission for this information to be collected and/or shared (e.g., with a registration-based product) and except as may be required by law or to protect the rights or safety of others.

##### **6.1 No Collection of Personal Information**

You are not required to provide an email address to use the Toolbar or the Web Sites. The Toolbar does not collect any personal information about you (such as your name, email address, etc.). Further, the Toolbar does not: (a) collect or report back to us (or anyone else) any information about sites you visit on the Internet; (b) collect or "screen-scrape" any search queries or information that you provide to any other web sites; (c) serve pop-ups when you are on other websites; or (d) collect or report back to us (or anyone else) any data regarding your

computer keystrokes or other data unrelated to the Services. When you visit and use our Web Sites, we do not collect any such personal information.

If you specifically decide to provide such information (such as by emailing a help request to us), we do not sell, rent or trade any personally identifiable information you have provided. If you choose to provide us with an email address, we will not send an email to you unless you specifically request an email response to a customer service inquiry or contact is required in order to protect someone's safety or to enforce this END USER LICENSE AGREEMENT/PRIVACY POLICY/TERMS OF SERVICE or the terms of service of the Web Sites.

## 6.2 Search Query and Other Non-personal Information

The Toolbar, in the course of processing a given search query, sends a request to our servers. This request includes the keyword query, time of day, browser type, default language setting, IP address, an anonymous unique ID, and a code which identifies the distribution source of the Toolbar used by you to conduct your search. If the search query is being generated as the result of a misspelled URL or search term entered in to the browser address bar, we also receive the misspelled URL address or search term. **All information collected from a search query is recorded on a non-personally identifiable basis and is kept strictly anonymous.** We use this information in order to properly process your search request. For example, this data provides us with: information on which language you prefer to use; aggregated click information for the purpose of ensuring that our paid search partners are appropriately compensating us; information that allows us to make accurate payments to our distributors; aggregated usage and retention information; and aggregated search query information for the purpose of further monetizing commercially oriented search keywords.

In addition, all information about search activity is evaluated only on an aggregated basis (excepted in response to a customer service inquiry or legal process), and we do not disclose any non-aggregated information to third parties, except as required by a valid legal process such as a search warrant, subpoena, statute, or court order, or to protect someone's safety.

The Toolbar also sends a configuration request when you start your browser. This request is approximately 5k in size and includes only anonymous data such as IP address, browser type, and information about the specific release date and distribution source of your Toolbar, as outlined above. Again, all of this information is kept strictly anonymous, is non-personally identifiable, and is used only for purposes of delivering the Services and Content in accordance with your preferences and providing us with data on an aggregated basis relating to retention, usage, and monetization.

When you visit the Web Sites, we also capture your source IP address which is a standard practice for most Internet sites. We in no way associate your IP address with any cookies and do not use your IP address in conjunction with any personally identifiable information.

## 6.3 Cookies

The Toolbar also uses "cookies". We do this for two reasons. First, we use the cookies to store a code designating a distribution source for the Toolbar. This information allows us to properly distinguish Toolbar for purposes of compensating third parties who distribute our product and to analyze retention and usage on an aggregated basis. Second, the Toolbar uses cookies to store user preferences. For example, we use a cookie to record which search engine you have selected as your default provider. We do not use cookies to track your use of the Internet in any other way or to store any personally-identifiable information, and we do not disclose cookie information to third parties, except as required by a valid legal process such as a search warrant, subpoena, statute, or court order or to protect someone's safety.

When you visit the Web Sites, we may place a cookie - on your computer that allows us to identify your Web browser. We use cookies to improve the quality of our Services, and to store your preferences and settings. Importantly, a cookie does not allow us to obtain any personally identifiable information (such as your real name or address) unless you have specifically provided such information when using the Web Sites or the Toolbar.

## 6.4 Disclosure to Third Parties

We will disclose information, including personally identifiable information, data acquired by cookies, and other data, where required by a subpoena, interception order or other lawful process. We also reserve the right to disclose such information when we believe, in our sole judgment and to the extent consistent with applicable law, that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect our rights under, this Agreement.

If any of the Web Sites or the Toolbar is ever sold or all or substantially all of the assets relating to a Web Site or the Toolbar are transferred to another entity, we may transfer all information provided by or collected from you, including personally identifiable information, in order to ensure continuity of service.

**If you wish to withdraw your consent to the communication and data usage as described herein, you should uninstall the Toolbar from your computer and cease using the Web Sites. You may uninstall or remove the Toolbar at any time by following the instructions in Section 5 above.**

## 7. Your Obligations

You represent and warrant that you are either the owner or an authorized user of the computer where the Toolbar is installed. No registration is required to use the Toolbar, Web Sites or Services. However, if you elect to provide any information in connection with the use of any other services IAC Search & Media offers, you agree to provide and to maintain fully accurate, complete and current information. If IAC Search & Media has reasonable grounds to suspect that such information is inaccurate, not current or not complete, IAC Search & Media has the right to suspend or terminate your use of the Toolbar, Web Sites or Services, 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 Agreement and in furtherance of your use of the

Toolbar, Web Sites or Services. You may use the Toolbar, Web Sites or Services only for lawful purposes. The Services are subject to, and you agree that you shall at all times comply with, all local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to the use of our Toolbar, Web Sites and Services. You agree not to use the Toolbar, Web Sites or any Services provided by IAC Search & Media to conduct any business or activity or solicit the performance of any activity, which is prohibited by law, or any contractual provision by which you are bound.

#### **8. Access and Interference; Passwords**

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 any of our Toolbar, Web Sites, Services or Content, except to remove our Toolbar 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. We reserve the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots or other techniques that may have the effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or operation.

In order to access certain services which may from time to time be offered by IAC Search & Media, you may be required to accept additional terms and conditions and/or, establish an account including an unique identification code or name (an "ID") and password (a "Password"). You are the sole and exclusive owner of any Password and ID combination issued or chosen by you. Maintaining the confidentiality and security of your Password(s) and ID(s) is solely your responsibility. You are fully responsible for the use and protection of each Password and ID issued to or chosen by you and for all transactions undertaken by means of any account opened, held, accessed or used via such 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 have the right to 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.

#### **9. Submissions**

If at our request you send communications such as postings, contest submissions, polling questions or creative suggestions, ideas, notes, drawings, or other information (collectively, the "**Submissions**"), such Submissions shall be deemed, and shall remain, the property of IAC Search & Media. None of the Submissions shall be subject to any obligation of confidence on the part of IAC Search & Media, and IAC Search & Media shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, IAC Search & Media 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.

#### **10. Links and Search Results**

The Toolbar may provide, or third parties may provide, search results or other links to other World Wide Web sites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not 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 we 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, goods or services available on or through the Toolbar or Web Sites.

#### **11. Disclaimer of Warranty**

**YOU ACCESS AND USE THE TOOLBAR AND WEB SITES AND ANY CONTENT AVAILABLE THROUGH OUR TOOLBAR, WEB SITES OR SERVICES AT YOUR SOLE RISK.**

**WE PROVIDE THE TOOLBAR AND THE CONTENT ON AN "AS IS," AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION OR NON-INFRINGEMENT.**

**WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES PROVIDED BY THIRD PARTIES ACCESSIBLE ON OR THROUGH OUR TOOLBAR, WEB SITES OR SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TOOLBAR IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.**

**NEITHER WE NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, THIRD PARTY VENDORS, FACILITIES, INFORMATION PROVIDERS, LICENSORS, NOR ANY EXCHANGES, CLEARING ORGANIZATIONS OR OTHER SUPPLIERS PROVIDING DATA, INFORMATION, OR SERVICES (EACH A "PROVIDER") MAKE ANY REPRESENTATION OR WARRANTY: (A) AS TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, RELIABILITY OR CONTENT OF OUR TOOLBAR, WEBSITES OR ANY INFORMATION, SERVICE OR TRANSACTION PROVIDED THEREBY, (B) THAT OUR TOOLBAR, WEB SITES OR SERVICES WILL BE AVAILABLE OR WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, (C) THAT ERRORS OR DEFECTS RELATED TO THE TOOLBAR, WEB SITES OR SERVICES WILL BE CORRECTED, OR (D) THAT WE WILL RECOGNIZE ANY OCCURRENCE OF IDENTITY THEFT. WE ALSO DO NOT WARRANT THAT THE TOOLBAR, WEB SITES OR SERVICES OR THE INFORMATION AVAILABLE THROUGH THE SERVICES, IS APPROPRIATE, ACCURATE OR**

**AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION.**

**IAC SEARCH & MEDIA MAKES NO GUARANTEES AS TO THE WEB SITES AND INFORMATION LOCATED WORLDWIDE THROUGHOUT THE INTERNET WHICH YOU MAY ACCESS AS A RESULT OF THE USE OF THE TOOLBAR, AND WEBSITES INCLUDING AS TO: (I) THE ACCURACY, CURRENCY, CONTENT, OR QUALITY OF ANY SUCH WEB SITES AND INFORMATION, OR (II) WHETHER ANY SEARCH USING THE TOOLBAR MAY LOCATE UNINTENDED AND OBJECTIONABLE CONTENT.**

**PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM IAC SEARCH & MEDIA PERSONNEL OR THROUGH THE TOOLBAR SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF SERVICE.**

**SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INSOFAR AS THEY RELATE TO IMPLIED WARRANTIES.**

**THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.**

## **12. Termination**

You may terminate this Agreement at any time by uninstalling and destroying all copies of the Toolbar in your possession or control and ceasing to use the Web Sites and Services.

If you do not comply with this Agreement, at any time, we reserve the right to terminate your access to the Web Sites and Services. We may discontinue or alter any aspect of the Services, including, but not limited to, (i) restricting the time the Services are available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Services, at our sole discretion and without prior notice or liability.

We may also, in our sole discretion, may terminate your account (or any part thereof) or use of the Services, and remove and discard any Content within the Services, for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Services. We reserve the right, at our discretion, to change, add, or remove portions of this Agreement at any time. Please check back at this webpage periodically for changes. Your continued use of the Toolbar, Web Sites and Services following the posting of changes to these terms will mean you accept those changes.

## **13. Limitation of Liability**

**YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR THEIR EMPLOYEES, DISTRIBUTORS, SUPPLIERS, MERCHANT PARTNERS, ADVERTISERS, DIRECTORS OR AGENTS (EACH A "PROTECTED PARTY", COLLECTIVELY, "PROTECTED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR OTHER RELIEF ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR TO: (i) YOUR USE OR THE INABILITY TO USE THE TOOLBAR; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, SERVICES OR SOFTWARE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE TOOLBAR; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE TOOLBAR; OR (v) ANY OTHER MATTER RELATING TO THE TOOLBAR. IN NO EVENT SHALL OUR 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 THIS SITE.)**

**SOLELY TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS, FOR ANY REASON, HELD TO BE INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART, THEN THE PROTECTED PARTIES' AGGREGATE LIABILITY, FOR ANY REASON AND FOR ANY CAUSE OF ACTION AND ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE TOOLBAR, THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF DAMAGES ACTUALLY INCURRED OR THE AVERAGE REVENUE RECEIVED BY LICENSOR PER YOUR USE OF THE TOOLBAR PER MONTH AS CALCULATED BY LICENSOR BASED ON THE USE OF THE TOOLBAR (AND NOT OTHER PRODUCTS OR SERVICES OFFERED BY LICENSOR) MULTIPLIED BY THE NUMBER OF COMPLETE MONTHS YOU HAVE BEEN A TOOLBAR USER. THE PROTECTED PARTIES ASSUME NO LIABILITY HEREUNDER FOR, AND SHALL HAVE NO OBLIGATION TO DEFEND YOU OR TO PAY COSTS, DAMAGES OR ATTORNEYS' FEES FOR, ANY CLAIM BASED UPON: (A) ANY METHOD OR PROCESS IN WHICH THE TOOLBAR MAY BE USED BY YOU; (B) ANY RESULTS OF USING THE TOOLBAR; (C) ANY USE OF OTHER THAN A CURRENT UNALTERED RELEASE OF THE TOOLBAR; OR (D) THE COMBINATION, OPERATION OR USE OF THE TOOLBAR WITH THIRD PARTY PROGRAMS OR DATA.**

**BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR DAMAGES, IN SUCH STATE OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.**

## **14. Indemnification**

**YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS IAC SEARCH & MEDIA, 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 OUR SERVICES, YOUR VIOLATION OF THE TERMS OF SERVICE 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 IAC SEARCH & MEDIA OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.**

**15. Export Controls**

The Toolbar 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 Toolbar, 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.

**16. Notice to Government End Users**

The Toolbar and associated software, programs and documentation hereunder downloaded or otherwise installed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights as "commercial Items," as that terms is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Pursuant to Federal Acquisition Regulation 12.212 (48 C.F.R. §12.212), the U.S. Government shall have only those rights specified in the license contained herein. The U.S. Government shall not be entitled to (i) technical information that is not customarily provided to the public or to (ii) use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as specified herein. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

**17. Notice and Procedure for Making Claims of Copyright Infringement**

IAC Search & Media respects the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- 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 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 believe 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.

Please contact IAC Search & Media's Copyright Agent for Notice of claims of copyright infringement as follows:

IAC Search & Media, Inc. Copyright Agent  
555 12<sup>th</sup> Street, Suite 500. Oakland, CA 94607 [eula@help.ask.com](mailto:eula@help.ask.com).

**18. Applicable Law**

The substantive laws of the State of California in the United States of America, without regard to conflict of laws principles, shall govern all matters relating to or arising from this Agreement, and the use (or inability to use) any or all of the Toolbar, Web Sites or Services. Subject to the dispute resolution procedures set forth below, you hereby submit to the exclusive jurisdiction and venue of the appropriate State and Federal courts located in San Francisco County, California, with respect to all matters arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Toolbar, Web Sites, Services, or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**19. Arbitration**

Any claim or controversy arising out of or related to this Agreement, or the products or services we provide or distribute (including the Toolbar, Web Sites and Services) shall be settled by individual binding arbitration in accordance with the rules of the American Arbitration Association then effective. Any such claim or controversy shall be arbitrated on an individual basis and shall not be consolidated with a claim of any other party. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental or consequential damages, and you further waive all rights to have damages multiplied or increased. This shall not preclude IAC Search & Media from seeking any injunctive relief for protection of our Intellectual Property Rights. The arbitration shall take place in San Francisco, California or such other location as the parties may mutually agree. The arbitrator(s) shall issue a reasoned award, and any judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator(s) will each be a natural person who has never been employed (either as an employee or as an independent consultant) by either of the parties, or any parent,

subsidiary or affiliate thereof, and will be generally familiar with the business of the parties. The arbitrator(s) may upon request exclude from use in the arbitration proceeding any evidence not made available to the other party pursuant to a proper discovery request. The cost of the arbitration will be borne equally by the parties. The parties, their representatives, other participants, the arbitrator(s) and the administrator(s) of the arbitration will hold in confidence the existence, content and outcome of the arbitration. The parties understand that: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to a jury trial; (iii) pre-arbitration discovery is generally more limited than and different from court procedures; and (iv) any party's right to appear or to seek modification of ruling by the arbitrators is strictly limited.

## **20. Successor Agreements**

The terms of this Agreement may change from time to time. You should check back at the Web Sites regularly to determine if any material changes have been made. We will prominently post material changes on the Web Sites at least 14 days prior to the effective date of the change and will also attempt to provide you with an on-line notice informing you when such material changes have been made to this Agreement, which notice shall contain an active link that you can use to view a web page containing or linking to the revised Agreement. You agree that your continued use of the Toolbar, Web Sites or Services after the effective date of any change will constitute your affirmative consent to this revised Agreement. If you do not accept such revisions, you must remove the Toolbar from your computer and cease all access to and use of the Web Sites and Services hereunder.

## **21. Other Agreements**

If you have executed another license agreement with us with respect to this Toolbar, then notwithstanding any other term in this Agreement the terms of that license agreement shall control your use of the Toolbar.

## **22. General**

This Agreement, as modified from time to time as described above, sets forth the entire understanding and agreement between the parties. Without limiting any other remedy available to us, we may suspend or terminate this Agreement and your use of the Toolbar and access to our Web Sites or Services if we have reason to believe that you have failed to comply with your obligations under this Agreement. Upon termination, cancellation, suspension or expiration of this Agreement for any reason and by either party, you agree to cease all use of the Toolbar, Web Sites and Services. You shall not thereby be entitled to any refund or credit. No delay or failure to enforce any provision of this Agreement will constitute a waiver of such provision by IAC Search & Media or act as estoppel against later enforcement. You may not assign any of your rights or delegate any of your obligations under this Agreement without the prior written consent of IAC Search & Media. IAC Search & Media shall not be deemed to be in breach of this Agreement due to any delay or failure of performance or interruption in the availability of the Web Sites or Services resulting directly or indirectly from any act of nature or other cause beyond the reasonable control of IAC Search & Media. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and that the other provisions of this Agreement remain in full force and effect. Sections 2-4, 7-14 and 17 of this Agreement will survive any cancellation or termination of this Agreement. The section headings used in this Agreement are for convenience only and have no legal or contractual effect.

The Toolbar and the Services are not intended for use by or availability to persons under the age of 18. IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT DOWNLOAD, INSTALL OR USE THE TOOLBAR AND YOU MAY NOT ACCESS THE SERVICES.

## **23. Customer Concerns.**

If you have any questions about this Agreement or the Toolbar, Web Sites or Services, feel free to contact us at: [eula@help.ask.com](mailto:eula@help.ask.com).

Revised: December 15, 2006

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