

# End User License Agreement And Privacy Policy

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

## 1. Agreement

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

If you have any questions or concerns regarding the terms herein, please email Search Multy at [eula@searchmulty.com](mailto:eula@searchmulty.com). Do not use the Search Multy Products until your questions and concerns have been answered to your satisfaction and you agree to abide by the EULA.

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

By downloading a Search Multy Product, you will be installing a software application, browser extension and/or changing browser settings (e.g., to set a “new tab” or “home page” in your browser) within one or more of your Internet browsers and/or onto your computer (depending on the product). The Search Multy Product will allow you to search the Internet, and may provide you with additional features as further described in this EULA.

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

## 2. Age Requirement

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

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

## 3. Grant of License

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

## 4. Description of Other Rights and Limitations

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

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

## 5. Search Multy Product Functionality

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

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

## 6. Third-Party Partners

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

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

## 7. Security

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

## 8. Registration and Passwords

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

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

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

## 9. Un-install/Removal of a Search Multy Product

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

## 10. Privacy

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

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email: [dmca@searchmulty.com](mailto:dmca@searchmulty.com)

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

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

D) **Ownership of Content You Submit.** Unless otherwise set forth at the point of submission, you retain ownership of all rights in any Content that you submit, through the use of the Website. However, you grant us permission to use such Content in any way we see fit, for instance for the purposes of marketing and/or promotion of the Services. If, at our request, you send content (such as contest submissions, polling questions) or you send us creative suggestions, ideas, notes, drawings, or other information (collectively, the "Submissions"), such Submissions shall be deemed, and shall remain, the property of Search Multy. None of the Submissions shall be subject to any obligation of confidence on the part of Search Multy, and Search Multy shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, Search Multy 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.

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

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## **19. Governing Law and Other Miscellaneous Terms**

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

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

## **20. How to Contact Us**

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

email: [eula@searchmulty.com](mailto:eula@searchmulty.com)

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