



Vizibility Terms of Service

Welcome to Vizibility.com (the "Site"), a patent pending service operated by Vizibility Inc. The following terms and conditions (the "Terms") form a binding agreement between You and us. Please review the following Terms carefully. By using the Site, You are agreeing to these Terms, and these Terms will govern Your use of the Site and the Services (defined below). If You do not agree to these Terms, You must cease use of the Site and Services. The terms "Vizibility", "us", "we" or "our" refers to Vizibility Inc., the owner of the Site and Services. The term "You" or "Your" refers to the person accessing or using the Site and Services, or the company or organization on whose behalf that person accesses the Site and Services.

Our Services

Vizibility provides PreSearch services (our "Services") that make it easy for You to create, share and monitor personalized PreSearches for one or more search engines via our proprietary platform (the "Vizibility Platform"). In order for us to provide You with the Services, You must (i) allow Vizibility to retrieve, distribute and access Your Content (as defined below) as well as (ii) combine Your Content with our proprietary platform, which may include our sharing, tracking, alerts and other capabilities (the "Vizibility Tools"). One of the basic functions of the Services is to maximize distribution of Your Content, and as such, You agree to allow us to reference Your Content on our Site and other delivery points and distribute Your Content to various delivery points.

By using the Services you understand and grant explicit permission to anyone accessing your Vizibility SearchMe button, link or other mechanism to retrieve your PreSearch from the Vizibility Platform, to use your search results, or any derivative results from your PreSearch, to evaluate you for any purpose, including but not limited to: background checks, employment opportunities, partnerships, other business or personal relationships, etc.

Your Account

You will need to create an account with us in order to use the Site and Services. You can create an account by following the registration instructions provided on the Site. If You choose to register, You agree to provide only accurate, complete registration information, and You will keep that information up-to-date if it changes. Your registration must be done using Your real name. Each registration is for Your personal use, or for the use of the single company or organization on whose behalf You access the Site and use the Service. By creating an account, you (i) instruct Vizibility to "clip" or save all your search results as provided by Google and/or any other supported search engine during the creation of your PreSearch, and (ii) you expressly authorize and request that Vizibility conduct Internet searches on your behalf periodically through Google and/or any other supported search engine. Access to the Site and use of the Service is not authorized by any other person or entity using Your registration, and You are responsible for preventing such unauthorized use. You are responsible for all activity occurring under Your account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in



connection with Your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

Site and Services; Modifications

We retain all right to determine the features and capabilities included as part of the Site and the Services. We may include features and capabilities that link to third-party services, content, advertisements, applications, widgets or websites from the Site, Services, Vizibility Platform or Vizibility Tools. We reserve the right to modify, suspend, or discontinue the Site and the Services or modify the Terms from time-to-time, with or without notice to You, and we are not liable to You or any third party should we exercise such right. If You object to any such changes, Your sole recourse is to discontinue using the Site and the Services. Continued access and/or use of the Site and/or the Services following notice of any such changes shall indicate Your assent to and acceptance of such changes.

Termination

You acknowledge and agree that we, at our sole discretion, may terminate Your use of the Site and/or the Services without prior notice if we believe that You have violated or acted inconsistently with these Terms or our privacy policy. You agree that we shall not be liable to You or any third party for termination of Your access to the Site and Services. In the event of any termination, You will immediately cease access to the Site and we will no longer provide You the Services, and You agree to promptly pay any outstanding fees owed under these Terms.

Third Party Sites

The Vizibility Tools may contain links to third party content, websites, advertising, applications or widgets that are not owned or controlled by Vizibility. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites, advertising, applications or widgets. In addition, Vizibility will not and cannot censor or edit the content of any third-party website, advertisement, application or widget. By using the Services, You expressly relieve Vizibility from any and all liability arising from Your use of any third-party content.

No Fees for Free Services; Advertising

We do not charge a fee to access the Site, PreSearch Wizard or our basic Services. At our sole discretion, the Free Services may be supported by advertising. As consideration for using the Services, Vizibility Platform or Vizibility Tools, you consent to our placement of such advertising. Vizibility has the sole discretion in its choice and placement of advertising.

Fees for Basic and Premium Services

We charge a fee for Basic and Premium services such as including multiple search engines, notifications and alerts, metrics, etc. We may make additional premium or advertising-supported Services available to You from time to time and such additional services may be subject to different terms and fees. We will make such additional terms and/or fees known to You before utilizing any additional Services.



General Rules of User Conduct

It is our goal to make the use of our Site and Services a good experience for all of our users, so You agree not to do any of the following:

- Conduct or promote any illegal activities while using the Site or Services;
- Create a PreSearch that impersonates, claims or implies that You are someone else;
- Upload, post, transmit or otherwise make available on or through Your Content any content or information that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, harmful to minors in any way, or racially, ethnically or otherwise objectionable;
- Attempt to reverse engineer or jeopardize the correct functioning of the Site or Services, or otherwise attempt to derive the source code of the Vizibility Platform (including the tools, methods, processes, and infrastructure) that enables or underlies the Services;
- Modify, change or alter in any way, the proprietary content of a third party using the Vizibility Platform;
- Use the Services in any manner which interferes with the performance or functionality of the Vizibility Platform;
- Attempt to gain access to secured portions of the Site to which You do not possess access rights;
- Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;

Use the Site or Services to generate unsolicited email advertisements or spam; or
Use any automatic or manual process to search or harvest information from the Site or Services, or to interfere in any way with the proper functioning of the Site and Services.

Your Content

Your content may now or in the future include personally identifying data, employment information, general search engine results generated using this information, specific search engine results clipped by You, relevance, ranking or other metadata about search engine results provided by You explicitly or implicitly, text, videos, images, audio clips, photos, graphic designs, and/or other types of content submitted by You or others enabled by You to for the purpose of being utilized as search criteria ("Your Content").

You shall be solely responsible for Your Content and the consequences of posting or publishing such content. In connection with Your Content, You affirm, represent, and/or warrant that: (i) You own or have the necessary licenses, rights, consents, and permissions to use and authorize Vizibility to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Your Content to enable inclusion and use of the Your Content in the manner contemplated by our Services and these Terms; and (ii) You have the written consent, release, and/or permission of each and every identifiable individual person in Your Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of Your Content in the manner contemplated by our Services and these Terms. For clarity, You retain all of Your ownership rights in Your Content. However, by placing the Your Content in the Vizibility Tools, You hereby grant Vizibility a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and



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Non-Confidentiality and Security

You understand that information that You submit to us, including, Your Content, is submitted precisely for the purpose of public disclosure in a variety of media and channels, and therefore such information is not subject to any confidentiality obligation. Certain other limited information, as described in the Privacy Policy may be private and Vizibility will use reasonable efforts to maintain the security and integrity of such information You provide to us. However, You acknowledge and agree that Vizibility cannot fully eliminate security risks and cannot guarantee that unauthorized access to Your information will never occur.

Trademarks



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Disclaimers of Warranty

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Limitations of Liability

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND VIZIBILITY PLATFORM, AND TO PROVIDE THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. IN NO EVENT WILL VIZIBILITY, ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, NOR LOST PROFITS, ARISING IN CONNECTION WITH THE SITE, SERVICES OR THESE TERMS, INCLUDING, FOR EXAMPLE, DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITIES, BUSINESS INTERRUPTIONS, OR NEGATIVE EVALUATIONS AND UNDESIRABLE OUTCOMES RESULTING FROM THE USE OF OR ACCESS TO YOUR PRESEARCH RESULTS, OR THE INABILITY TO USE OR TO ACCESS YOUR PRESEARCH, THE SERVICE, SITE, OR THE CONTENT. VIZIBILITY, ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.

THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT VIZIBILITY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH THESE TERMS IS TO DISCONTINUE USING THE SITE AND SERVICES. IN THE EVENT THAT A COURT DETERMINES THAT THE PRECEDING SENTENCE IS UNENFORCEABLE, THE AGGREGATE LIABILITY OF VIZIBILITY TO YOU FOR ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ALL AMOUNTS PAID BY YOU UNDER THESE TERMS WITHIN THE LAST TWELVE (12) MONTHS, AND (B) ONE HUNDRED DOLLARS (U.S. \$100.00).

Indemnification

You agree to defend, indemnify and hold harmless Vizibility, its parent corporation, affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Site, Services, or Vizibility Platform; (ii) Your violation of any term of these Terms; (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) the distribution of Your Content; or (v) any claim that Your Content or Data caused damage to a third party. This defense and indemnification obligation will survive these Terms and Your use of the Vizibility Platform and/or Vizibility Tools.

Intellectual Property Issues

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site, Services, Vizibility Platform and Vizibility Tools, including applicable copyrights, trademarks, patents and other proprietary rights. You further acknowledge that aspects of the Vizibility service are patent pending. We are not granting any license to You under any of those intellectual property rights by virtue of these Terms. You further acknowledge and agree that Vizibility retains ownership and control over the "look and feel" and substance of the Vizibility Tools. We reserve all rights that are not expressly granted to You in these Terms.

As between You and us, You retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Your Content, Data and Tracking Data. You grant us a non-exclusive, royalty-free, fully paid, worldwide license, under any and all of Your intellectual property rights related to Your Content and Data, to the extent necessary for us to provide and promote the Services, including, but not limited to the display, promotion and distribution of Your Content.

General Terms

You and we are independent contracts, and nothing in these Terms creates a partnership, employment relationship or agency. There are no third-party beneficiaries of these Terms. You may not assign these Terms, in whole or in part, to any third party without our prior, written consent, and any attempt by You to do so will be invalid. Should any part of these Terms be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be considered a waiver of the right to enforce such provision. Our rights under these Terms will survive any termination of these Terms. You agree



that: (i) the Site, Services and Vizibility Platform shall be deemed solely based in Delaware; and (ii) the Site shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Delaware. These Terms will be governed by the laws of the State of Delaware. You agree that the state and federal courts located within the State of Delaware will have exclusive jurisdiction over any dispute between You and us. However, You agree that we may seek equitable relief in any jurisdiction when appropriate. YOU AND VIZIBILITY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, SERVICES OR VIZIBILITY PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. These Terms constitute the entire and only agreement between You and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter of these Terms.

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