

SpyFu Subscription Agreement

SPYFU.COM TERMS OF USE

UPDATED ON OCTOBER 25th, 2010.

This Subscriber Agreement and Terms of Use govern your use of SpyFu.com, and unless other terms and conditions expressly govern, any other electronic services from SpyFu, Inc. that may be made available from time to time (each, a "Service").

You agree to be bound by the terms of this Agreement by clicking on the "Create Account" button in the SpyFu.com signup process. If you do not agree to be bound by the terms of this Agreement, you should not click "Create Account" or subscribe to SpyFu.com. To the extent you have access to, or are using, a Service without having completed our registration process or clicked on a "Create Account" button, you are hereby notified that your continued use of a Service is subject to many of the terms and conditions of this Agreement.

- 1. Changes to Subscriber Agreement.** We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on the Service that the terms have been "updated"). The changes also will appear in this document, which you can access at any time by going to <http://www.spyfu.com/terms-conditions.pdf>. You signify that you agree to be bound by such changes by using a Service after changes are made to this Agreement.

- 2. Privacy and Security.** SpyFu's [privacy and security policies](#) may be viewed online. SpyFu.com reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Individual users will receive marketing and other non-critical Service-related communications from SpyFu.com via email from time to time. They may opt out of receiving such communications at any time by selecting the "unsubscribe" link at the bottom of these communications. Note that because the Service is a hosted, online application, SpyFu.com occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.
 - A. Third Party Data.** If your access to a Service has been provided by or through a third party (for example, your employer or an education institution where you are a student) (each, a "Third Party"), the Third Party may have provided us with information about you to enable us to provide you with access to the Service and distinguish you from other subscribers (such as your email address or name).
 - B. Password Protection.** If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password to a Service, they will have the ability to

view information about your account and make changes through the website for the Service.

- C. Notification.** You agree to notify us promptly if you change your address or email so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address or email shall be deemed sufficient notice.

- 3. Your Responsibilities.** You are responsible for all activity occurring under your User accounts 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.

A. You Shall:

- i. Notify SpyFu.com immediately of any unauthorized use of any password or account or any other known or suspected breach of security.
- ii. Report to SpyFu.com immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users.
- iii. Not impersonate another SpyFu.com user or provide false identity information to gain access to or use the Service. You are responsible for properly identifying your form of business as it pertains to the pricing and delivery of the Service- either Advertiser or Agency.

- 4. Fees and Payments.** You agree to pay the subscription fees and any other charges incurred in connection with your user name and password for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. If your subscription includes access to areas containing premium content or services, your access to such areas may be subject to additional fees, terms and conditions, which will be separately disclosed in such areas. We will bill all charges automatically to your credit card. Subscription fees will be billed at the beginning of your subscription or any renewal. Unless we state in writing otherwise, all fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. If you want to use a different credit card or there is a change in credit card validity or expiration date, you can make changes via the My Accounts section of the Service, our Live Chat, or by emailing support@spyfu.com. If you believe someone has accessed a Service using your user name and password without your authorization, you must contact SpyFu support via our Live Chat, email: support@spyfu.com, and by phone: 888-201-0422. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other third-party service. SpyFu, in its sole judgment, may elect to refund partial or complete fees and payments for a subscriber. Partial or complete refunds do not void any terms of this agreement.

5. Renewal. Your subscription will renew automatically, unless you cancel it through the My Account section of the service; or we terminate it; or you notify us by telephone, certified mail, live chat connection with an authorized SpyFu representative, or e-mail (receipt of which must be confirmed by email reply from us) of your decision to terminate your subscription. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card.

6. Downloadable Mobile Products; Exceptions for Various Types of Subscribers and Other Users.

A. Downloadable Mobile Products. If you have downloaded a mobile application to access a Service, you may have access without charge for a limited time to certain subscriber-only content and some or all of the "Fees and Payments" and "Renewal" terms will not apply to you during such time. To the extent not inconsistent with this Agreement, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply.

B. Other Subscribers and Users. If your access to a Service is provided by, or through a Third Party, or purchased your subscription to the Service through a reseller rather than from us directly, some or all of the "Fees and Payments" and "Renewal" terms may not apply to you. Please contact the Third Party, retailer or our Customer Service department for details. If you access a Service as part of a free trial or otherwise without becoming a subscriber, you are hereby notified that all of the terms and conditions of this Subscriber Agreement except the section labeled "Fees and Payments" and "Renewal" apply to your use and access of the Service.

7. Limitations on Use.

A. Only one individual may access a Service at the same time using the same user name or password, unless we agree otherwise.

B. The text, graphics, images, video, metadata, design, organization, compilation, look and feel, advertising and all other protectable intellectual property (the "Content") available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone, including, if applicable, your fellow students, employees, or customers, with the following exceptions:

i. You may occasionally distribute a copy of a webpage or PDF document, or a portion of an webpage or PDF document, from a Service in non-electronic form to a few individuals without charge, provided you include all copyright and other proprietary rights notices in the same form in which the notices appear in the Service, original source attribution, and the phrase "Used with permission from SpyFu.com" or "Used with permission from SpyFu.com", as

appropriate. Please contact SpyFu.com directly if you need to distribute a webpage or PDF document from a Service to a larger number of individuals, on a regular basis or in any other manner not expressly permitted by this Agreement.

- ii. You may occasionally use our service to e-mail a webpage or PDF document from the Service to a few individuals, without charge. You are not permitted to use this service for the purpose of regularly providing other users with access to content from a Service.
 - iii. While you may download, store and create an archive of information from the Service for your personal use, you may not otherwise provide access to such an archive to more than a few individuals on an occasional basis. The foregoing does not apply to any sharing functionality we provide through the Service that expressly allows you to share web pages or PDF documents, or links to web pages or PDF documents with others. In addition, you may not use such an archive to develop or operate an automated reporting system or for data or text mining.
- C. You agree not to rearrange or modify the Content. You agree not to create abstracts from, scrape or display our content for use on another web site or service. You agree not to post any content from the Services to weblogs, newsgroups, or mail lists, without our written consent.
- D. You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement. Also, we may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

8. Community; User Generated Content.

- A. **User Name.** We require you to register to have access to our community areas. We require that you are logged in and use your user name to identify yourself in our community. It is your responsibility to choose your password wisely. If you have concerns or believe that someone is using your password without your authority, please contact Customer Service. We reserve the right to disclose any information about you, including registration data, in order to comply with any applicable laws and/or requests under legal process, to operate our systems properly, to protect our property or rights, and to safeguard the interests of others.
- B. **User Generated Content.**
- i. **User Content.** We offer you the opportunity to comment on and engage in discussions regarding various topics. Any content, information, graphics, audio, images, and links you submit as part of creating your profile or in connection with any of the foregoing activities is referred to as "User Content" in this Agreement and is subject to various terms and conditions as set forth below.

- ii. **Cautions Regarding Other Users and User Content.** You understand and agree that User Content includes information, views, opinions, and recommendations of many individuals and organizations and is designed to help you gather the information you need to help you make your own decisions. Importantly, you are responsible for your own decisions and for properly analyzing and verifying any information you intend to rely upon. We do not endorse any recommendation or opinion made by any user. We do not routinely screen, edit, or review User Content. However, we reserve the right to monitor or remove any User Content from the Services at any time without notice. You should also be aware that other users may use our Services for personal gain. As a result, please approach messages with appropriate skepticism. User Content may be misleading, deceptive, or in error.
- iii. **Grant of Rights and Representations by You.** If you upload, post or submit any User Content on a Service, you represent to us that you have all the necessary legal rights to upload, post or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting or submitting information on the Services, you grant SpyFu, and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, distribute, publicly perform, display, reproduce, and create derivative works from your User Content in any and all media, in any manner, in whole or part, without any duty to compensate you. You also grant us the right to authorize the use of User Content, or any portion thereof, by users and other users in accordance with the terms and conditions of this Agreement, including the rights to feature your User Content specifically on the Services and to allow other users or users to request access to your User Content, such as for example through an RSS Feed.
- iv. We may also remove any User Content for any reason and without notice to you. This includes all materials related to your use of the Services or membership, including email accounts, postings, profiles or other personalized information you have created while on the Services.
- v. **Rules of Conduct.** All users must comply with the Community Rules.
- vi. **Copyright/IP Policy.** It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For more information about our policy, please see our Copyright/IP Policy.

9. Third Party Web Sites, Services and Software. We may link to, or promote web sites or services from other companies or offer you the ability to download software from other companies. You agree that we are not responsible for, and do not control, those web sites, services and software.

- 10. Disclaimers of warranties and limitations on liability.** Spyfu and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. Spyfu and its licensors do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by spyfu and its licensors.
- 11. Internet Delays.** Spyfu.com's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Spyfu.com is not responsible for any delays, delivery failures, or other damage resulting from such problems.
- 12. Limitation of liability.** In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.
- 13. Local laws and export control.** This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S.

Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000 SpyFu and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

14. General. This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Services, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Arizona, United States of America applicable to contracts made entirely within Arizona and wholly performed in Arizona, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Arizona. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

15. Additional Terms and Notices.

We employ cookie technology. Read our [Privacy Policy](#) for more information on our use of cookies.

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