

ASK.COM TOOLBAR END USER LICENSE TERMS

Upon the Installation of the Ask.com Toolbar, the following features will be added to your Internet browser:

Ask.com Toolbar : This browser toolbar is customizable and will help you search the Internet with Ask.com and related features. Use of the Ask.com services is subject to the Ask.com Terms of Service and Privacy Policy that you can find at [here](#).

Default Search: If you consent to make Ask.com your default search, **your Internet browser default search feature will be set to Ask.com** and you will access Ask web search services (i) by entering queries in your browser chrome search box; (ii) by entering queries in your browser address bar, and (iii) in response to misspelled, incorrectly formatted or unresolved DNS submission in your browser address bar.

Ask.com Home Page: If you consent to making Ask.com your home page, **Ask.com will become your default home page** that will appear each time you open your Internet browser.

If you are an AskEraser user, please note that AskEraser does not work for the search queries submitted through the Ask Toolbar. To see more information about Ask Eraser, please see [here](#).

You can easily uninstall the Ask.com Toolbar by clicking on the "Start" button; then clicking on the "Settings" button, then clicking on the "Control Panel" button, then clicking on the "Add or Remove Programs" button, then selecting "Ask.com Toolbar", then clicking on the "Change/Remove" button. **Make sure all your browser windows are closed before starting the uninstallation process.**

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These End User License Terms are a legal contract between you and Ask.com. You must agree to this contract and abide by its terms in order to download and use the Ask.com 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 Legal guardian to install the Ask.com Toolbar for you.

"Toolbar" shall refer to the Ask Toolbar. "Web Sites" shall refer to the web pages in the domain www.ask.com. "Services" shall refer to the search and other services **offered** on the Web Sites.

1. License Grant

Subject to the terms and conditions of this Agreement, Ask.com ("we" or "us") grants you a non-exclusive, revocable, limited license, to (a) download and install the most current generally available version of the Toolbar, and (b) use the Toolbar you download and install solely for your personal, non-commercial purposes. The term Toolbar includes all updates thereto which we make available to you. Your use of the Ask.com search services through the Toolbar is subject to the Ask.com Terms of Service and Privacy Policy available [here](#).

2. License Conditions

You may not rent, sell, lease, sublicense, distribute, assign, copy, or in any way transfer the Toolbar or this Agreement or use the Toolbar for the benefit of any third party in any manner. You may not modify, decompile, disassemble, or otherwise reverse-engineer the source code of

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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. If updates are necessary for security reasons, such updates may occur automatically (by a change in the configuration file of the Toolbar). Toolbar functionality updates will be offered to you and the Toolbar will be updated if you choose to accept the updates. You understand that we may require your review and acceptance of our then-current end user license terms before you will be permitted to access 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. You acknowledge that the Toolbar, including all code, protocols, software and documentation provided to you by us in conjunction with the Toolbar or our services are our property or the property of our licensors, and are protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to trade secrets, 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 us and our licensors.

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4. Privacy

When you use the Toolbar to submit a query, the Toolbar forwards such query information to Ask.com servers. Ask.com uses this information to properly process your web search requests. For more information on how your query information is used by Ask.com, please visit Ask.com's privacy policy at [here](#).

The Toolbar 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. All of this information is non-personally identifiable, and is used only for purposes of providing us with data on an aggregated basis relating to use of the Toolbar.

The Toolbar also uses "cookies" to store a code designating a distribution source for the Toolbar. This information allows Ask.com to properly distinguish the Toolbar for purposes of compensating third parties who distribute its products and to analyze retention and usage on an

aggregated basis. The Toolbar does not use cookies to store your query information, nor to track your use of the Internet in any other way. However, when you visit Ask.com through the toolbar, cookies will be set on your computer. For more information on Ask.com's use of cookies, please see Ask.com's privacy policy at [here](#).

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. 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 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 in order to ensure continuity of service.

5. 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 the Toolbar, Web Sites, Services, 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 Toolbar. 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.

6. Disclaimer of Warranty

YOU ACCESS AND USE THE TOOLBAR AT YOUR SOLE RISK. WE PROVIDE THE TOOLBAR 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 TOOLBAR, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF THE TOOLBAR.

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

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You may terminate this Agreement at any time by uninstalling and destroying all copies of the Toolbar in your possession or control.

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 through the Toolbar. 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, terminate your use of the Services, and disable your use of the Toolbar, 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 these license terms. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Services.

8. Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL ASK.COM 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 ASK.COM 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.

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.

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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.

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11. 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) the Software. 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.

12. Customer Concerns

If you encounter any problem with the Toolbar, or would like to send us your feedback, our Customer Service may be reached at [here](#).