

# Terms and Conditions of Service

Effective October 30, 2019

## 1. Acceptance of Terms and Conditions.

This is an agreement (“Agreement”) between you (“Subscriber”) and Santarlas Global, Inc., d/b/a "My Private Eye®", (Hereinafter, "SG"). This Agreement governs your use of any website, software, server, web page, or other application (“Service”) operated by SG (each a “Santarlas Global, Inc. software”, “Santarlas Global, Inc. Web Site” and collectively, the “Santarlas Global, Inc. Web Site and Software Applications”).

SG offers you this Service subject to the following terms and conditions which may be periodically revised by us without notice to you. You are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on the <https://mypi.us/> website. Your continued use of the SG web site(s) after the effective date of such changes constitutes your acceptance of and agreement to such changes.

**SG OFFERS THE WWW.MYPI.US WEBSITE AND MOBILE APPLICATION(S) TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT. YOUR USE OF THE WWW.MYPI.US WEBSITE, MY PRIVATE EYE® MOBILE APPLICATIONS AND/OR THE MY PRIVATE EYE® SOFTWARE ENTITLED, “MY PRIVATE EYE®” CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY; AND AN EXCLUSIVE REMEDY. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR BUSINESS RELATIONSHIP.**

## 2. Proprietary Rights of SG

You acknowledge and agree that the SG software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by SG or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. SG grants you a personal, non-transferable and non-exclusive right and license to use the software entitled, “My Private Eye®” (<https://mypi.us/>) provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of

obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SG for use in accessing the Service.

### **3. Description of Services**

SG provides subscribers to a vast array of case management options to assist private investigator and process service agencies in facilitating information in an efficient cost-effective manner. The software program offers features such as returns of service, affidavits, proofs of service, investigative reports, accounts receivable functionality, electronic forwarding of documents images and photos, data input and retrieval mechanisms to name a few. You understand and agree that this Service is being provided on an month-to-month basis and requires a recurring monthly payment corresponding to your selected level of service, plus any applicable storage fees, from you in order to have continued access to the software. You also understand and agree that the service may include advertisements and that these advertisements are necessary for SG to provide the service. You also understand and agree that the Service may include certain communications from SG, such as service announcements, administrative messages and that these communications are considered part of the "My Private Eye®" subscription and that you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new SG properties, shall be subject to the terms and conditions of Service. You understand and agree that the Service is provided "AS-IS" and that SG assumes no responsibility for the timeliness, deletion, erroneous data or failure to store any user communications or personalization settings or data. You are responsible for obtaining access to the service and that access may involve third party fees (such as internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **4. Your Responsibilities for Registration**

In consideration of your use of the Service, you represent that you are of legal age and/or a legal representative of your agency, to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (1) provide legitimate, true, accurate, current and complete information about yourself and your agency as prompted by the Service registration form (such information being the "Registration Data") and (2) maintain and promptly update the registration data to keep it legitimate, true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SG has any reasonable grounds to suspect that such information is illegitimate, untrue, inaccurate, not current or incomplete, then SG has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

## **5. Subscriber Account Information, Password and Security**

SG will provide you with a username and password upon completing the registration process. Upon receipt, you may edit only the password on your account. It is your responsibility to secure such passwords and account information. You are completely and fully responsible for any and all activities, including electronic messages that take place under your password or account. You agree to: (1) immediately notify SG of any unauthorized use of your password or account or any other breach of security; and (2) ensure that you properly exit from your account at the end of each session. SG cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## **6. Payment Terms**

The non-exclusive, revocable, personal, non-transferable license to utilize "My Private Eye®" is contingent upon payment in full of your monthly service fee and monthly storage fee(s). You must make these continuous payments, in-full, to SG in order to have continued access. The monthly storage fee(s) is/are assessed based upon the amount of storage space that is required to host (house) your data on our server(s).

Payment of the monthly service fee must be received by SG on or before the due date displayed on your account in the "My Private Eye®" software program or other SG invoicing method.

Payment of the monthly storage fee(s) must be received by SG on or before the due date displayed on your account in the "My Private Eye®" software program or other SG invoicing method. You are given (1) One TB of storage space FREE of charge. Thereafter, the price is (\$45) Forty-Five U.S. Dollars per each additional (1) One TB of storage space. A storage space meter is provided to you in the 'My Subscription' area of the software program so you can always see the amount of storage space that you are utilizing.

Payment for non-exclusive, revocable, personal, non-transferable license may be made by credit card, debit card, money order, check, or some other prearranged payment method. Payment terms are within the sole and complete discretion of SG. Your non-exclusive, revocable, personal, non-transferable license is subject to cancellation by SG for non-payment and such cancellation is at the sole and complete discretion of SG.

All payments must be submitted, received and cleared by our bank on or before the due date listed in your account. There are no refunds or pro-rated credit rendered for monthly or any other payments submitted should you decide to discontinue usage of the software prior to the expiration of your term. There are also no refunds for any prepayment of services or programming regardless of your use of those services or programming. In the event that you are on a quarterly or other payment plan, the remaining balance for the plan service fee is due and payable on-demand should you decide to discontinue

usage of the software prior to the expiration of your term. You agree to grant SG the legal authority to charge your credit or debit card on file or any other credit or debit card previously submitted by you for the remaining balance of your account.

**You have the right to initiate a chargeback on any credit and/or debit card transaction made with SG. However, in the event that you initiate a charge back which is deemed to be unsubstantiated (not supported or ruled by the credit / debit card company or found to be an unsubstantiated or unfounded claim), you understand and agree to pay SG a (\$35) thirty-five dollar fee and authorize SG to charge your credit or debit card for such amount. You understand and agree that the (\$35) thirty-five dollar fee in no way releases you from your financial responsibility / liability for the total amount of money due on your account prior to and/or after the chargeback.**

Your usage of the "My Private Eye®" software program(s) is on a monthly basis and is deemed to be recurring until such time as you notify SG in writing of your desire to cancel the service. This means that you owe SG the applicable recurring monthly charge(s) regardless of whether or not you continued to utilize the service. You agree to grant SG the legal authority to charge your credit or debit card on file or any credit/debit card previously submitted by you for any recurring monthly fees. Acceptable terms of notification are via electronic mail or letter to the e-mail address or mailing address listed in the "Contact Us" page of our website located at <https://mypi.us/> .

Should you elect to notify us via U.S.P.S., it must be delivered via certified mail with a return receipt showing proof of delivery (signature card). The written notification of cancellation MUST be postmarked PRIOR to the end of the term in which you have already paid.

## **7. Late Payments**

In addition to any other rights hereunder, Subscriber agrees to pay SG interest equal to the then-current Prime Rate plus 3% (three percent) of any unpaid fee which is not disputed, for each 30 (thirty) day period, or portion thereof, in which any such fee remains unpaid. For purposes of this section the term, "Prime Rate" shall mean the rate of interest per annum publicly announced from time to time by Citibank, N.A. as its prime rate in effect at its' principal office located in New York City, New York. SG also reserves the right to bill and you agree to pay a (\$100.00) one-hundred dollar reactivation fee each time one of your payments are received past the due date. Subscriber agrees to grant SG the legal authority to charge your credit or debit card on file or the credit/debit card previously submitted by you for any fees associated with this section 7. The reactivation fee of (\$100.000) One-Hundred U.S. Dollars will be assessed to reactivate an account that has been deactivated for any reason.

## **8. Service and Support**

SG does not provide any type of service to any of your computer hardware. SG has no obligation to provide technical support. However, we may provide technical support at our sole and complete discretion. You understand and agree that SG is not liable for any mistakes, errors, omissions and or loss of revenue caused by any misinterpretation, inaccurate or erroneous technical support provided to you in regards to the usage of My Private Eye® and/or any of the other SG web sites, mobile applications or servers. You also understand and agree that SG is not responsible for any loss of your data that is housed, stored and/or maintained on our server(s).

## **9. Unlawful / Harmful Use of the <https://mypi.us/> Website(s) and/or the "My Private Eye®" Software**

The SG software is intended for your business use and may not be reproduced, altered, sold, leased or in any way shape or form transferred to a third party. You will not use the SG web site(s) or software in any way that is unlawful, or harms SG, its resellers, affiliates, service providers, distributors, and/or suppliers (each, a "SG Party" and collectively, the "SG Parties") or any customer of a SG Party, as determined by the sole discretion and complete discretion of SG. SG may tell you about certain specific harmful uses in a code of conduct or other notices available through the <https://mypi.us/> website(s), but has no obligation to do so. You may not use the <https://mypi.us/> Website(s) or the "My Private Eye®" software in any way that breaches any code of conduct, policy or other notice applicable to SG. Without limiting the generality of this section, you may not use the "My Private Eye®" software or any affiliate websites in any manner that could damage, disable, overburden, or impair any, or interfere with any other party's use and enjoyment of the "My Private Eye®" software or affiliate website(s).

## **10. Communications You Send and/or Post to Other Subscribers or External Recipients.**

The messages that you post or otherwise provide to SG or other subscribers via the communication center on the software or any affiliate SG websites (a "Submission"), is considered to be in the open domain and you grant SG permission to (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat your submission, and (2) sub-license these rights, to the maximum extent permitted by applicable law. SG will not pay you for your Submission. SG may remove your Submission at any time. For each Submission, you represent that you have all rights necessary for you to make the grants in this section. To the maximum extent permitted by applicable law, SG may monitor your e-mail, or other electronic communications and may disclose such information in the event it has a good faith reason to believe it is necessary for purposes of ensuring your compliance with this Agreement, and protecting the rights, property, and interests of the SG Parties or any customer of a SG Party.

## 11. Software

Your use of any software associated with SG is subject to and will be governed by the terms and conditions of this license Agreement. You agree that you and your employees, sub-contractors, customers will be bound by such license agreement. Once a monthly payment is rendered by you or your agency representative, SG grants to you a non-exclusive, revocable, personal, non-transferable license to use such software solely in connection with the <https://mypi.us/> website(s) and in accordance with this agreement. Monthly subscription fees must be paid on-time and in-full in order for your continued use of the software. The payments may be rendered monthly (once every (30) thirty consecutive days; quarterly (four times per year) on annually (once per year). SG may terminate your ability to utilize the software at any time and for any reason at its' sole discretion. SG reserves all rights to such software not expressly granted to you in this Agreement. Such software is protected by copyright and other intellectual property laws and treaties. SG or its' licensor own the title, copyright, and other intellectual property rights in such software, and such software is licensed, not sold. You will not disassemble, decompile, or reverse engineer such software, except and only to the extent that such activity is expressly permitted by applicable law and written authorization is rendered by SG. SG may automatically check your version of such software and may automatically download upgrades to such software to your computer to update, enhance and further develop the software and/or the "My Private Eye®" website(s).

## 12. Privacy Policy

Registration data and certain other information about you are subject to our Privacy Policy. You understand that through your use of the service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information within the United States and/or to other countries for storage, processing, and use by SG and its affiliates. Please review our complete privacy policy for more information.

## 13. SG Makes No Warranty

**SG PROVIDES THE MY PRIVATE EYE® SOFTWARE “AS IS”, AND “WITH ALL FAULTS” AND “AS AVAILABLE”, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SG PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED.**

**THE SG PARTIES DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,**

**WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT, (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE MY PRIVATE EYE® WEBSITE(S) LOCATED AT <https://mypi.us/> WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.**

#### **14. Subscriber Conduct**

You understand and agree that all information, data, text, software, graphics, electronic messages or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content originated. This means that you are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available via the Service. SG does not control the content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the Service, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will SG be liable in any way for any Content, including, but not limited to, for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service or any errors or omissions in Content. You agree to not use the communication center of the Service to: (1) e-mail, post, upload, download, electronically transmit or otherwise make available any content that is unlawful, threatening, abusive, harmful, tortious, harassing, vulgar, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (2) e-mail, post, upload, download, electronically transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships, client relationships, independent contractor relationships or non-disclosure agreements; (3) e-mail post, upload, download, electronically transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, such as: “pyramid schemes”, “spam” “chain letters”, “junk mail”, or any other form of solicitation; (4) e-mail, post, upload, download, electronically transmit or otherwise make available any Content that infringes any trademark, trade secret, patent, copyright or other proprietary rights (“Rights”) of any party; (5) e-mail post, upload, down-load, electronically transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to destroy, interrupt, or limit the functionality of any telecommunications equipment or computer software or hardware; (6) disrupt or interfere with the Service or servers or networks connected to the Service, or disobey any requirements, policies, procedures or regulations of networks connected to the Service. You understand and agree that SG will cooperate with all local, state and federal law enforcement authorities, and United States courts in disclosing your identity and account information if it deems appropriate to do so for the purposes of any official investigation and/or court proceeding.\

## **15. Indemnity**

To the fullest extent permitted by law, you agree to indemnify, defend, and hold SG, and its subsidiaries, affiliates, officers, agents, parents, successors, assigns, co-branders or other partners, and employees, harmless from any claim or demand, cause of action, debt or liabilities, including reasonable attorneys' fees, expenses and court costs, made by any third party due to or arising out of content you submit, post, transmit or make available through the service, your use of the service, your connection to the service, your breach of the terms and conditions as set forth herein, your omissions, misrepresentation, or negligence, and/or your violation of any rights of another.

## **16. Liability Limitation**

**IN NO EVENT WILL ANY SG PARTY BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE MY PRIVATE EYE® SOFTWARE OR SG WEBSITE(S), EVEN IF SUCH SG PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER SECTION 13 IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE MY PRIVATE EYE® SOFTWARE OR SG WEB SITE(S), OR YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST ANY SG PARTY WITH RESPECT TO THIS AGREEMENT OR THE MY PRIVATE EYE® SOFTWARE OR SG WEBSITE(S), THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MY PRIVATE EYE® SOFTWARE AND THE SG WEBSITE(S).**

## **17. Governing Law – Location for Dispute Resolution**

**THIS AGREEMENT AND ANY SALES RESULTING FROM IT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. YOU AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN SUBSCRIBER AND/OR USER AND SG, ITS' AGENTS, EMPLOYEES, PRINCIPALS,**



**SUCCESSORS, ASSIGNS, AFFILIATES (COLLECTIVELY FOR THE PURPOSES OF THIS PARAGRAPH, "SG") ARISING FROM OR RELATING TO THIS AGREEMENT, ITS' INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT (INCLUDING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RELATIONSHIPS WITH THIRD PARTIES WHO ARE NOT SIGNATORIES TO THIS AGREEMENT), SG ADVERTISING, OR ANY RELATED PURCHASE OR SALE SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY A COURT OF JURISDICTION LOCATED WITHIN TAMPA, HILLSBOROUGH COUNTY FLORIDA.**

#### **18. Upgrades, Changes, Revisions, Deletions to the "My Private Eye®" Software**

SG may upgrade, change, revise, and/or delete section(s) of the software at any time at its sole and complete discretion. Should you decide that the upgrades, changes, revisions and/or deletions are not suitable to your business then you could discontinue using the Service. You understand and agree that your decision to discontinue using the Service does not entitle you to any rebates, refunds or pro-rations for monies already paid for such Service. **All monies paid in advance for the Service are non-refundable.**

#### **19. Viruses or Disabling Features**

You understand, acknowledge and agree that SG is not responsible or liable for: (1) any viruses or other disabling features that affects your access to or use of the "My Private Eye®" software and SG website(s); (2) Any incompatibility between the SG web site(s), servers and other web sites, software, hardware and servers; (3) any delays or failures you may experience in initiating, conducting or completing any transmissions or transactions in connection with the "My Private Eye®" software, SG websites and/or servers in an accurate or timely manner, or (4) any damages or costs of any type associated with your use of the services made available from third parties through links and/or modules on the "My Private Eye®" software and/or the SG website(s).

#### **20. Resale Prohibited**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The subscription is intended for the use of your agency and may not be transferred, sold, loaned or leased to anyone else. Permission is granted to print mapping directions, affidavits, returns of service, invoices, field sheets, accounting forms, communication center advertisements, and e-mails in regards to you or your agency business provided you do not modify the default materials and that you retain all copyright and other proprietary notices contained in the materials. You may, however, customize a return of service, invoice or any form available for customization in the

appropriate "Customize Your Forms" section (if the section is available) of "My Private Eye®". All customizations become the sole intellectual property of SG and are immediately copyrighted by SG.

## **21. Termination of Subscription and Access to Stored Data.**

SG may terminate this Agreement, your subscription or suspend your access to the "My Private Eye®" software at any time, with or without cause, with or without notice, at its sole and complete discretion. Upon such termination or suspension, your right to use the "My Private Eye®" software will immediately cease. Any information / data you have stored on the SG server(s) may not be retrieved at the date of termination or suspension or at a later date. SG may purge and/or destroy all of your information / data from its server(s) in the event of a termination or suspension. In the event that you voluntarily discontinue using the Service, all of your information / data that are on our server(s) may be purged and or permanently destroyed by SG.

## **22. Trademarks, Registered Marks and / or Copyrights**

You may not use the "My Private Eye®" name for any purpose. You may not use "My Private Eye®" trademarks or service marks, or "My Private Eye®" logos, designs or copyrighted works, at any time. You are prohibited from referring to yourself as an authorized reseller of "My Private Eye®", implying that you and "My Private Eye®" are partners, creating the impression that "My Private Eye®", is affiliated with you or has sponsored, authorized, approved or endorsed your agency, or any offer or any marketing, advertising or promotion thereof. You may not register or use any domain name or business name containing or confusingly similar to any name or mark of "My Private Eye®". You will clearly and prominently identify yourself in all offers and advertising, marketing and promotional materials relating to this Agreement. The copyright in all material provided on this site ("Site") is held by Santarlas Global, LLC or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of SG or the copyright owner. Permission is granted to print mapping directions, affidavits, returns of service, invoices, field sheets, accounting forms, communication center advertisements, and e-mails in regards to you or your agency business provided you do not modify the default materials and that you retain all copyright and other proprietary notices contained in the materials. You may, however, customize an affidavit, invoice, report or any form available for customization in the appropriate "Customize Your Forms" section or other area (if the section or other area is available) designed for customization in the "My Private Eye®" website(s). All customizations become the sole intellectual property of SG and are immediately copyrighted by SG. You may not, without SG permission, "mirror" any material contained on this Site onto any other server. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must

immediately destroy any downloaded and printed materials. Any unauthorized use of any material contained on this Site may violate trademark laws, copyright laws, the laws of privacy and publicity, and communications, statutes and regulations.

### **23. Independent Contractors**

No provision of this agreement will or shall be deemed to create a partnership, joint venture or other combination between SG and you. You and SG are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is, nor will claim to be a legal representative, franchisee, partner, employee or agent of the other party. Each party is responsible for the amounts it incurs arising from this agreement and for the direction and compensation and is liable for the actions of its employees and subcontractors.

### **24. Interaction or Business Relationships with Advertisers**

Your correspondence or business relationships with, or participation in promotions of, advertisers found on or through "My Private Eye®" and/or any other SG website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that SG shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on any web site(s) or software application owned and operated by SG.

### **25. Links to Other Websites**

SG may provide, or third parties on our web site(s) may provide, links to other World Wide Web sites or resources. You acknowledge and agree that SG has no control over such sites and resources. Furthermore, you acknowledge and agree that SG is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You also acknowledge and agree that SG shall not be responsible or liable, directly or indirectly, for any loss or damage 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 any such site or resource. Please see our full Linking Policy for more details.

### **26. Intellectual Property Rights**

SG may accept or consider unsolicited ideas, such as ideas for new programming functionality, website features, designs and functionality or new or helpful procedures, guidelines and/or methodology ("User Feedback"). Once submitted, in any form or

fashion either verbally or in writing, by you and received by SG, all rights in and to such User Feedback shall be deemed to be voluntarily assigned, transferred and conveyed by you to SG and shall become the sole and exclusive property of and shall be credited to SG in perpetuity. If you are not agreeable to the voluntary assignment, transfer and conveyance of all of your rights, title and interest in the User Feedback from you to SG, do not submit any User Feedback to SG. SG reserves the right to host all Content, User Submissions, Uploads, Postings, E-mail Communications and other data either in SG's hosted databases and storage facilities, as well as, databases and storage facilities hosted and operated by third-parties with the understanding that SG will use commercially reasonable efforts to safeguard such information.

The content on the <https://mypi.us/> website, except any and all Subscriber submissions, including without limitation, the text, software, coding, archiving methodology, scripts, graphics, photos, tutorials, sounds, videos, interactive features and the like ("Content") and the trademarks (™), service marks (SM), registered marks (®) and any and all logos contained therein ("Marks"), are owned by or licensed to SG., subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. SG. reserves all rights not expressly granted in and to the <https://mypi.us/> website and all the Content located therein.

## **27. Your Agency Name, Agency Logo(s) and/or Agency Image(s)**

Your registration with SG for this Service grants SG the right to utilize your agency name, logo(s) and or agency image(s) for the purposes of marketing the SG software program(s) or any other SG product and/or service. You acknowledge and agree to allow SG the right to do this without written consent from you or your legal department and will not charge SG with any alleged copyright, patent, mark or other intellectual property right violation.

## **28. Archiving**

Subscribers can archive their data by following the instructions in the archiving module. A payment for such service(s) is required at the time of implementation. There are no refunds or credit provided once a payment is submitted for this service. Data can be harvested / exported at any time by the subscriber. Once the requested data is harvested / exported, a link to the data will be provided within the My Private Eye® software program. The link will provide the subscriber with a zip file containing the requested data. The subscriber can then save the zip file to their personal computer.

The link containing the requested exported data from My Private Eye® will be purged from the software program (7) seven calendar days from the date of payment submission. Once it disappears, the subscriber will not have access to that harvested /exported data thereafter. A new archival request and payment will be required for the new harvesting / exporting of data. Credits or refunds will not be issued for expired archiving links.

SG is not liable for any missing, lost or incomplete data during the archiving process. The subscriber bears any and all risk(s) associated with the archiving process.

## **29. Headings**

The section headings used herein are for reference only and do not form a part of these terms and conditions. No construction or inference shall be derived there from. The section headings have no legal or contractual effect.

## **30. Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that performance of its' obligations or attempts to cure any breach are delayed or prevented by reason of explosion, war, flood, fire, threatened strikes, stoppage of work, strikes, slowdowns, boycotts, picketing, embargoes, requirements imposed by governmental regulations, requirements imposed by civil or military authorities, acts of God, internet shutdowns slowdowns, or other forms of internet delay, or other causes that are beyond the reasonable control and without the fault or negligence of the party unable to perform, provided that such party gives reasonably prompt notice under the circumstances of such condition(s) to the other party.

## **31. Increase in Subscriber Fees**

SG reserves the right to increase any and all subscriber fees for the use of "My Private Eye®" by notifying the subscriber at least 30 (thirty) days in advance of such increase. Notification can be delivered via e-mail to the master e-mail address listed on your account, by sending a letter via U.S.P.S. mail to the address on file in your account, and/or general posting on any SG website(s) or software applications.

## **32. Equitable Remedies**

Subscriber acknowledges and agrees that monetary damages would be insufficient to compensate SG for an actual or anticipated breach of this Agreement by Subscriber. Subscriber agrees that in such circumstances SG shall be entitled to equitable remedies (including preliminary and permanent injunctions) in addition to any other remedies available to SG at law or hereunder.

## **33. Attorney Fees**

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. The

execution of this Trial Terms and Conditions Agreement also binds the licensee to the General Terms and Conditions as set forth on the homepage found at <https://mypi.us/>.

### **34. Miscellaneous Information**

- A. *Entire Agreement.*** The terms and conditions set forth herein, coupled with the Non-Disparagement Clause, constitute the entire agreement between you and SG and governs your use of the Service, superseding any prior agreements between you and SG with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other SG affiliate services, third-party content or third-party software.
- B. *Waiver and Severability of Terms.*** The failure of SG to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. If any provision of the terms and conditions is found by a court of competent jurisdiction to be invalid, then the other provisions of the terms and conditions remain in full force and effect.
- C. *Statute of Limitations.*** 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 Service or the terms and conditions must be filed within (1) one year after such claim or cause of action arose or it will be forever barred.

**END OF THE TERMS AND CONDITIONS**