

PeopleBrowsr Group

Master Terms of Service

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1. PeopleBrowsr Group: Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") is our terms of service that governs our relationship with users and others who interact with PeopleBrowsr, as well as PeopleBrowsr products and services, which we call the "PeopleBrowsr Services".

The PeopleBrowsr Services include, but are not limited to;

1. SocialOS
2. dotCEO
3. dotBest
4. dotKred
5. Grab
6. Empire Kred
7. Kred

By using or accessing the PeopleBrowsr Services, you agree to this Statement, as updated from time to time in accordance with Section 1.10 below.

Because PeopleBrowsr provides a wide range of Services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

1.1 Definitions

1. By "PeopleBrowsr" or "the PeopleBrowsr Services" we mean the features and services we make available, including through (a) our website at www.peoplebrowsr.com and any other PeopleBrowsr branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform. PeopleBrowsr reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR;
2. "PeopleBrowsr Group" refers to PeopleBrowsr Inc. and all of its associated subsidiary entities.
3. By "Platform" we mean a set of APIs, commonly referred to as Social OS, and services (such as content) that enable others, including application developers and website operators, to retrieve data from PeopleBrowsr or provide data to us;
4. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with PeopleBrowsr;
5. By "content" we mean anything you or other users post, provide or share using the PeopleBrowsr Services;
6. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from PeopleBrowsr or provide to PeopleBrowsr through Platform;
7. By "post" we mean post on the PeopleBrowsr Services or otherwise make available by using the PeopleBrowsr Services;
8. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
9. By "application" we mean any application or website that uses or accesses the PeopleBrowsr Services, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

1.2 Privacy

Your privacy is very important to us. We designed a Data Policy to make important disclosures about how you can use the PeopleBrowsr Services to share with others and how we collect and can use your content and information. We encourage you to read Data Policy, and to use it to help you make informed decisions.

1.3 Sharing Your Content and Information

You own all of the content and information you post on any PeopleBrowsr Service. You can control how it is shared through your privacy and application settings.

In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with the PeopleBrowsr Services (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available for public consumption by others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information.
4. When you publish content or information, it means that you are allowing everyone, including people off of the PeopleBrowsr Services, to access and use that information, and to associate it with you (i.e., your name and profile picture).
5. We always appreciate your feedback or other suggestions about the PeopleBrowsr Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

1.4 Safety

We do our best to keep the PeopleBrowsr Services safe, but we cannot guarantee it.

We need your help to keep the PeopleBrowsr Services safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on any of the PeopleBrowsr Services; .
2. You will not collect users' content or information, or otherwise access the PeopleBrowsr Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior written permission;
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the PeopleBrowsr Services;
4. You will not upload viruses or other malicious code;
5. You will not solicit login information or access an account belonging to someone else;
6. You will not bully, intimidate, or harass any user;
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;

8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions;
9. You will not use the PeopleBrowsr Services to do anything unlawful, misleading, malicious, or discriminatory;
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of the PeopleBrowsr Services, such as a denial of service attack or interference with page rendering; and.

11. You will not facilitate or encourage any violations of this Statement or our policies.

1.5 Registration and Account Security

Users of the PeopleBrowsr Services provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on the PeopleBrowsr Services, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use the PeopleBrowsr Services if you are under 13.
5. You will not use the PeopleBrowsr Services if you are a convicted sex offender.
6. You will keep your contact information accurate and up-to-date.
7. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
8. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.

1.6 Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on PeopleBrowsr Service that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on the PeopleBrowsr Service if we believe that it violates this Statement or our policies.
3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
5. You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
6. If you collect information from users, you will: obtain their consent, make it clear you (and not PeopleBrowsr) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

7. You will not post anyone's identification documents or sensitive financial information on the PeopleBrowsr Services.
8. You will not tag users or send email invitations to non-users without their consent. PeopleBrowsr offers social reporting tools to enable users to provide feedback about tagging.

1.7 Mobile and Other Devices

We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, may still apply.

In the event you change or deactivate your mobile telephone number, you will update your account information on the PeopleBrowsr Services within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on the PeopleBrowsr Services.

1.8 Payments

If you make a payment on the PeopleBrowsr Services, you agree to our Payments Terms unless it is stated that other terms apply.

1.9 Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website or if you use social media plugins, you must comply with the PeopleBrowsr Platform Policy.

1.10 Amendments

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use the PeopleBrowsr Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide written notice.
3. Your continued use of the PeopleBrowsr Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

1.11 Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of the PeopleBrowsr Services to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.

1.12 Disputes

10. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
11. If anyone brings a claim against us related to your actions, content or information on the PeopleBrowsr Services, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on the PeopleBrowsr Services and are not responsible for the content or information users transmit or share on the PeopleBrowsr Services. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on the PeopleBrowsr Services. We are not responsible for the conduct,

whether online or offline, of any user of the PeopleBrowsr Services.

12. WE TRY TO KEEP THE PEOPLEBROWSR SERVICES, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING THE PEOPLEBROWSR SERVICES AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT PEOPLEBROWSR WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE PEOPLEBROWSR SERVICES WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. PEOPLEBROWSR IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR THE PEOPLEBROWSR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR THE PEOPLEBROWSR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PEOPLEBROWSR'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

2. The PeopleBrowsr Services Defined

The PeopleBrowsr Group offers a wide variety of products and services, including social application building platforms and social gaming products. Many of these products and services — such as the Grab mobile app and Empire Kred mobile app — are part of your PeopleBrowsr experience. All of these Services are covered by our Data Policy, which describes how we collect, use and disclose your information. Sometimes supplemental terms may also apply to specific products or services, which we will tell you about through those services. Please note that in some cases, products and services that we offer have their own separate privacy policies and terms.

3. Data Policy

This Data Policy describes how and when PeopleBrowsr collect, use and share your information across the PeopleBrowsr Services. When using any of the PeopleBrowsr Services you consent to the collection, transfer, storage, disclosure, and use of your information as described in this Data Policy. This includes any information you choose to provide that is deemed sensitive under applicable law.

When this policy mentions “we” or “us,” it refers to the controller of your information under this policy. No matter where you live in the world, your information is controlled by PeopleBrowsr Pty Ltd, Level 33, 88 Phillip Street, Sydney, Australia, 2000. Irrespective of which country you live in, you authorise us to transfer, store, and use your information in the United States, Australia and any other country where we operate. In some of these countries, the privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live.

3.1 Information Collection and Use

We collect and use your information to provide, understand, and improve the PeopleBrowsr Services.

3.1.1 Basic Account Information

If you choose to create an accounting on the PeopleBrowsr Services,, you must provide us with some personal information, such as your name, username, password, email address, or phone number. On the PeopleBrowsr Services, your name and username are listed publicly, including on your profile and in search results, and you can use either your real name or a pseudonym.

3.1.2 Contact Information

You may use your contact information, such as your email address or phone number, to customize your account or enable certain account features, for example, for login verification. If you provide us with your phone number, you agree to receive text messages to that number from us. We may use your contact information to send you information about the PeopleBrowsr Services, to market to you, to help prevent spam, fraud, or abuse, and to help others find your account, including through third-party services and client applications. You may use your settings for email and mobile notifications to control notifications you receive from PeopleBrowsr. You may also unsubscribe from a notifications at your own discretion.

3.1.3 Additional Information

You may choose to provide us with additional information to help improve and personalize your experience across the PeopleBrowsr Services. For example, you may choose to upload and sync your address book so that we can help you find and connect with users you know or help other users find and connect with you. You can delete your imported address book contacts at any time by visiting your privacy settings. If you email us, we may keep your message, email address and contact information to respond to your request.

3.2 Direct Messages and Non-Public Communications

We provide certain features that allow you to communicate more privately. For example, you can use Direct Messages to have private conversations with other PeopleBrowsr Service users. When you privately communicate with others through our Services, such as by sending and receiving Direct Messages, we will store and process your communications, and information related to them.

3.3 Location Information

We may receive information about your location. For example, you may choose to publish your location in messages that you send via the PeopleBrowsr Services and in your profile information. We may also determine location by

using other data from your device, such as precise location information from GPS, information about wireless networks or cell towers near your mobile device, or your IP address.

3.4 Cookies

Like many websites, we use cookies and similar technologies to collect additional website usage data and to improve the PeopleBrowsr Services, but we do not require cookies for many parts of the PeopleBrowsr Services such as searching and looking at public user profiles. A cookie is a small data file that is transferred to your computer or mobile device. We may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to customize and improve our Services. Although most web browsers automatically accept cookies, some browsers' settings can be modified to decline cookies or alert you when a website is attempting to place a cookie on your computer. However, some Services may not function properly if you disable cookies.

3.5 Third-Parties and Affiliates

We may receive information about you from third parties, such as other PeopleBrowsr Service users, partners (including ad partners), or corporate affiliates. For example, other users may share or disclose information about you, such as when they mention you, share a photo of you, or tag you in a photo. Our ad partners and affiliates may share information with us such as a browser cookie ID, mobile device ID, or cryptographic hash of a common account identifier (such as an email address), as well as demographic or interest data and content viewed or actions taken on a website or app. Our ad partners, particularly our advertisers, may enable us to collect similar information directly from their website or app by integrating our advertising technology.

3.6 Information Sharing and Disclosure

We do not disclose your private personal information except in the limited circumstances described here.

3.6.1 User Consent or Direction

We may share or disclose your information at your direction, such as when you authorize a third-party web client or application to access your account or when you direct us to share your feedback with a business.. If you've shared information with another user who accesses the PeopleBrowsr Services through a third-party service, keep in mind that the information may be shared with the third-party service.

3.6.2 Service Providers

We engage service providers to perform functions and provide services to us in the United States, Australia and other countries. For example, we use a variety of third-party services to help provide the PeopleBrowsr Services, such as hosting our various blogs and wikis, and to help us understand and improve the use of the PeopleBrowsr Services, such as Google Analytics. We may share your private personal information with such service providers subject to obligations consistent with this Data Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.

3.6.3 Commerce Transactions

If you make a payment as part of a commerce transaction through the PeopleBrowsr Services, we may provide the seller, commerce provider, marketplace, or charity with your name, email address, shipping address, payment information and transaction data to facilitate payment processing, order fulfillment, and dispute resolution (including payment and shipping disputes) and to help prevent, detect, and investigate fraud or other prohibited activities. Please refer to these third parties' privacy policies for information about their privacy practices.

3.6.4 Law and Harm

Notwithstanding anything to the contrary in this Data Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation, legal process or governmental requests; to protect the safety of any person; to address fraud, security or technical issues; or to protect our or our users' rights or

property. However, nothing in this Data Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.

4. Intellectual Property License

PeopleBrowsr respects intellectual property rights and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (“DMCA”), PeopleBrowsr responds expeditiously to claims of copyright infringement committed using the PeopleBrowsr Services.

In accordance with the DMCA and other applicable law, PeopleBrowsr will, under appropriate circumstances, terminate the accounts of repeat copyright infringers. We also reserve the right, in our sole discretion, to terminate any account for actual or apparent copyright infringement.

4.1 Reporting Claims of Intellectual Property Infringement

4.1.1 Submitting A Notice Of Infringement

To submit a notice of claimed copyright infringement, you will need to provide us with the following information:

1. Identification of the copyrighted work claimed to have been infringed (e.g., a link to your original work or clear description of the materials allegedly being infringed upon);
2. Identification of the infringing material and information reasonably sufficient to permit PeopleBrowsr to locate the material on the PeopleBrowsr Services;
3. Your contact information, including name, address, telephone number and email address;
4. The following statements:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.”

“I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”; and

5. A physical or electronic signature (typing your full name will suffice) of the copyright owner or a person authorized to act on their behalf.

Deliver this notice, with all items completed, to PeopleBrowsr’s Designated Copyright Agent:

PeopleBrowsr Pty Ltd
Attention: Copyright Agent
Suite 4, Level 33, 88 Phillip Street
SYDNEY, NSW, AUS, 2000
contact@peoplebrowsr.com

PeopleBrowsr’s response to notices of alleged copyright infringement may include the removal or restriction of access to allegedly infringing material. Please note that information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content.

5. Payment Terms

Certain PeopleBrowsr Services are paid services. This section explains how we handle payments for those services. For certain paid services, such as domain registrations and site subscriptions, we'll automatically bill you in regular intervals (such as monthly or annually) unless you disable auto-renewal or cancel your subscription. You can do that anytime.

5.1. Fees

You can access certain portions of the PeopleBrowsr Services by submitting a fee payment (such as additional services, "Paid Services"). Paid Services will remain in effect until cancelled or terminated in accordance with the PeopleBrowsr Universal Terms of Services. We'll tell you about fees for Paid Services before charging you. You may cancel Paid Services at any time by contacting PeopleBrowsr Customer Care. If you don't pay for Paid Services on time, we reserve the right to suspend or cancel your access to the Paid Services. Transaction fees and additional fees may also apply to certain portions of the Services, and we'll tell you about those fees before charging you. Our fees will appear on an invoice that we provide via the Services, unless otherwise indicated.

5.2. Taxes

All fees are exclusive of applicable federal, state, local or other taxes ("Taxes"). You're responsible for all applicable Taxes, and we'll charge Taxes in addition to the fees for the Services when required to do so. If you're exempt from Taxes, you must provide us with a valid tax exemption certificate (we reserve the right to determine whether a certificate is valid). Tax exemption will only apply from and after the date we receive such certificate.

5.3. Automatic Subscription Renewals

To ensure uninterrupted service, we'll automatically bill you for certain Paid Services from the date you submit your initial payment and on each renewal period thereafter until cancellation. Your renewal period will be equal in time to the renewal period of your current subscription. For example, if you're on a monthly subscription plan, each billable renewal period will be for one month. We'll automatically charge you the applicable amount using the payment method you have on file with us. We'll let you know in advance if you're purchasing a Paid Service that includes auto-renewal payments. You can disable auto-renewal at any time by contacting Customer Care.

5.4. Refunds

While you may cancel any Paid Services at any time, you won't be issued a refund except in our sole discretion, or if legally required (such as for qualifying users in the EU).

5.5. Fee Changes

We may change our fees at any time. When applicable, we'll give you advance notice of these fee changes via the Services. New fees will not apply retroactively. If you don't agree with the fee changes, you have the right to reject the change by cancelling the applicable Paid Service before your next payment date.

5.6. Chargebacks

If you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge of any payable fees to us ("Chargeback"), we may automatically terminate any and all PeopleBrowsr Services to which you subscribe. If you have questions about a payment made to us, we encourage you

to contact Customer Care before filing a chargeback. We reserve our right to dispute any chargeback.

5.7. Our Payment Processor

We use a third party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor, in addition to this Agreement. Our current Payment Processor is Stripe, and your payments are processed by Stripe in accordance with Stripe's Terms of Service and Privacy Policy. We don't control and are not liable for the security or performance of the Payment Processor. You agree to pay us, through the Payment Processor, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. You agree to make payment using the payment method you provide with your Account. We reserve the right to correct, or to instruct our Payment Processor to correct, any errors or mistakes, even if payment has already been requested or received.

5.8 Fees For Third Party Services

Third Party Services purchased via the PeopleBrowsr Services may be subject to different refund policies that those Third Party Services determine, and they may be non-refundable. The purchase terms and conditions for such Third Party Services will be displayed during the purchase process, such as through a link to the purchase terms and conditions. It's your responsibility to verify your ability to purchase, cancel or obtain a refund for a Third Party Service. We don't offer refunds for purchases of Third Party Services.

6. Domain Registration Terms

This section explains how we provide our domain services. Note that your domain registrations are also subject to agreements with third parties, including ICANN and our third party registrar partners.

6.1. Reseller Services

We work with third party registrars to provide you with domain services. When you register a domain name, or renew or transfer an existing domain name, via the PeopleBrowsr Services, you become bound by the relevant registrar's terms and conditions, which are incorporated by reference into this Agreement.

Currently, the registrar for the PeopleBrowsr Services is TLD Registrar Pty Ltd. All registrations and renewals via the PeopleBrowsr Services are subject to the TLD Registrar Terms of Service.

6.2. ICANN

Your use of our domain services is subject to the policies, including without limitation the dispute resolution policies, of the Internet Corporation for Assigned Names and Numbers ("ICANN"). Your rights and responsibilities as a domain name registrant under ICANN's 2009 Registrar Accreditation Agreement are summarized [here](#). You can learn more about domain name registration in general [here](#).

6.3. Transfers, Renewals And Refunds

You may not transfer a domain name for the first sixty (60) days following registration. For renewals, we'll try to provide you notice at least fifteen (15) days before your domain renewal date, but you agree that renewing your domain is solely your responsibility. If you cancel a domain name purchase within the first five (5) days following your purchase, we may provide a full refund. However, we don't offer refunds for domain renewals or transfers.

7. Platform Usage Terms

This PeopleBrowsr Developer Agreement (“Agreement”) is made between you (either an individual or an entity, referred to herein as “you”) and PeopleBrowsr Pty Ltd, and its associated subsidiary entities (collectively, “PeopleBrowsr”) and governs your access to and use of the Licensed Material (as defined below).

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY, INCLUDING WITHOUT LIMITATION ANY LINKED TERMS AND CONDITIONS APPEARING OR REFERENCED BELOW, WHICH ARE HEREBY MADE PART OF THIS LICENSE AGREEMENT. BY USING THE LICENSED MATERIAL, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL APPLICABLE LAWS AND REGULATIONS IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR OTHERWISE USE THE LICENSED MATERIAL. THIS AGREEMENT IS EFFECTIVE AS OF THE FIRST DATE THAT YOU USE THE LICENSED MATERIAL (“EFFECTIVE DATE”).

IF YOU ARE AN INDIVIDUAL REPRESENTING AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY. YOU MAY NOT USE THE LICENSED MATERIAL AND MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH PEOPLEBROWSR, OR YOU ARE BARRED FROM USING OR RECEIVING THE LICENSED MATERIAL UNDER APPLICABLE LAW.

7.1 Social OS API and Content

7.1.1 Definitions

1. Content – Posts, end user profile information, and any other data and information made available to you through the Social OS API or by any other means authorized by PeopleBrowsr, and any copies and derivative works thereof.
2. Developer Site - The public website used to provide information to developers regarding Social OS. As at the date of these Terms of Service the Developer Site is accessible at <http://dev.socialos.io/>.
3. End Users – Users of your Services, who are bound to enforceable service terms with you.
4. Licensed Material – SocialOS is the collective term given to the PeopleBrowsr Services API and associated Content.
5. Services – Your websites, applications and other offerings that display Content or otherwise use the Licensed Material.
6. Post ID – A unique identification number generated for each post made using the Social OS API. .
7. Social OS API – The Social OS Application Programming Interface (“API”), Software Development Kit (“SDK”) and/or the related documentation, data, code, and other materials provided by PeopleBrowsr with the API, as updated from time to time, including without limitation through the Developer Site.

7.1.2 License from PeopleBrowsr

Subject to the terms and conditions in this Agreement (as a condition to the grant below), PeopleBrowsr hereby grants you and you accept a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable license during the Term solely to:

1. Use the Social OS API to develop and implement your Services;
2. Copy a reasonable amount of and display the Content on and through your Services to End Users, as permitted by this Agreement; and
3. Modify Content only to format it for display on your Services.

7.1.3 Restrictions on Use of Licensed Materials

1. Reverse Engineering and other Limitations

You will not or attempt to (and will not allow others to):

- a. Reverse engineer, decompile, disassemble or translate the Social OS API, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Social OS API or any portion thereof;
 - b. Interfere with, modify, disrupt or disable features or functionality of the Social OS API, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Social OS API;
 - c. Sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Licensed Material to any third party except as expressly permitted herein;
 - d. Provide use of the Social OS API on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the Social OS API or "frame" or "mirror" the Social OS API on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the Social OS API; or
 - e. Use the Licensed Material for any illegal, unauthorized or other improper purposes.
2. Rate Limits

You will not attempt to exceed or circumvent limitations on access, calls and use of the Social OS API ("Rate Limits"), or otherwise use the Social OS API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this Agreement. If you exceed or PeopleBrowsr reasonably believes that you have attempted to circumvent Rate Limits, controls to limit use of the Social OS APIs or the terms and conditions of this Agreement, then your ability to use the Licensed Materials may be temporarily suspended or permanently blocked. PeopleBrowsr may monitor your use of the Social OS API to improve the PeopleBrowsr Service and to ensure your compliance with this Agreement.

3. Geographic Data

Your license to use Content in this Agreement does not allow you to (and you will not allow others to) aggregate, cache, or store location data and other geographic information contained in the Content, except in conjunction with the Content to which it is attached. Your license only allows you to use such location data and geographic information to identify the location tagged by the Content. Any use of location data or geographic information on a standalone basis or beyond the license granted herein is a breach of this Agreement.

7.2 Updates

You acknowledge that PeopleBrowsr may update or modify the Social OS APIs from time to time, and at its sole discretion (in each instance, an "Update"). You are required to implement and use the most current version of the Social OS API and to make any changes to your Services that are required as a result of such Update, at your sole cost and expense. Updates may adversely affect the manner in which your Services access or communicate with the

Social OS API or display Content. Your continued access or use of the Social OS APIs following an update or modification will constitute binding acceptance of the Update.

7.3 Ownership and Feedback

The Licensed Materials are licensed, not sold, and PeopleBrowsr retains and reserves all rights not expressly granted in this Agreement. You expressly acknowledge that PeopleBrowsr, its licensors and its end users retain all worldwide right, title and interest in and to the Licensed Material and Content, including all rights in patents, trademarks, trade names, copyrights, trade secrets, know-how, data (including all applications therefor), and all proprietary rights under the laws of the United States, any other jurisdiction or any treaty ("IP Rights"). You agree not to do anything inconsistent with such ownership.

You may provide PeopleBrowsr with comments concerning the Licensed Material, Services or your evaluation and use thereof (collectively, "Feedback"). You hereby grant PeopleBrowsr all rights, title and ownership of such Feedback (including all intellectual property rights therein), and PeopleBrowsr may use the Feedback for any and all commercial and non-commercial purposes with no obligation of any kind to you.

7.4 Termination

PeopleBrowsr may immediately terminate or suspend this Agreement, any rights granted herein, and/or your license to the Licensed Materials, at its sole discretion at any time, for any reason by providing notice to you. You may terminate this Agreement at any time by ceasing your access to the Social OS API and use of all PeopleBrowsr Content. Upon termination of this Agreement, all licenses granted herein immediately expire and you must cease use of all Licensed Materials. The parties to this Agreement will not be liable to each other for any damages resulting solely from termination of this Agreement as permitted under this Agreement.

7.5 Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the Licensed Material ("Confidential Information"), which is confidential and proprietary to PeopleBrowsr. You may use this Confidential Information only as necessary in exercising your rights granted in this Agreement. You may not disclose any of this Confidential Information to any third party without PeopleBrowsr's prior written consent. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.

7.6 Other Important Terms

1. User Protection. You will not knowingly:
 - a. Display, distribute, or otherwise make available Content to any entity to investigate, track or surveil PeopleBrowsr's users or their Content, or to obtain information on PeopleBrowsr users or their Content, in a manner that would require a subpoena, court order, or other valid legal process or that would otherwise have the potential to be inconsistent with our users' reasonable expectations of privacy; or
 - b. Display, distribute or otherwise make available Content to any person or entity that you reasonably believe will use such data to violate the Universal Declaration of Human Rights (located at <http://www.un.org/en/documents/udhr/>), including without limitation Articles 12, 18, or 19. You will not conduct and your Services will not provide analyses or research that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes.
2. Compliance with Laws; Export and Import. Each party will comply with all applicable foreign, federal, state, and local laws, rules and regulations. The Licensed Material is subject to U.S. export laws and may be subject to import and use laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Licensed Material may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, to any country or to any foreign national restricted by these laws, including countries embargoed by the U.S. Government (currently Cuba, Iran, North Korea, Northern Sudan and Syria); or to any restricted or denied end-user including, but not limited to, any person or entity prohibited by the U.S. Office of Foreign Assets Control; or for any restricted end-use.
3. Warranty Disclaimer. THE LICENSED MATERIAL IS PROVIDED TO YOU "AS IS", "WHERE IS", WITH ALL FAULTS AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THIS AGREEMENT, COURSE OF DEALING OR USAGE OF TRADE. PEOPLEBROWSR DOES NOT WARRANT THAT THE LICENSED MATERIAL OR ANY OTHER PEOPLEBROWSR PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH LICENSED MATERIAL OR OTHER PRODUCTS OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE).
4. Indemnification. You shall defend PeopleBrowsr against any and all actions, demands, claims and suits (including without limitation product liability claims), and indemnify and hold PeopleBrowsr harmless from any and all liabilities, damages and costs (including without limitation reasonable attorneys' fees) to the extent arising out of:
 - a. Your use of the Licensed Material in any manner that is inconsistent with this Agreement; or
 - b. The performance, promotion, sale or distribution of your Services. In the event PeopleBrowsr seeks indemnification or defense from you under this provision, PeopleBrowsr will promptly notify you in writing of the claim(s) brought against PeopleBrowsr for which it seeks indemnification or defense. PeopleBrowsr reserves the right, at its option and sole discretion, to assume full control of the defense of claims with legal counsel of its choice. You may not enter into any third party agreement, which would, in any manner whatsoever, affect the rights of PeopleBrowsr, constitute an admission of fault by PeopleBrowsr or bind PeopleBrowsr in any manner, without the prior written consent of PeopleBrowsr. In the event PeopleBrowsr assumes control of the defense of such claim, PeopleBrowsr shall not settle any such claim requiring payment from you without your prior written approval.
5. Limitation of Liability. IN NO EVENT WILL PEOPLEBROWSR BE LIABLE TO YOU OR ANY END USERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF OR DAMAGE TO USE, DATA, BUSINESS, GOODWILL OR PROFITS

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN ANY CASE, PEOPLEBROWSR'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT WILL NOT EXCEED \$100.00 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. Updates. PeopleBrowsr may update or modify this Agreement and other terms and conditions, from time to time at its sole discretion by posting the changes on this site or by otherwise notifying you (such notice may be via email). You acknowledge that these updates and modifications may adversely affect how your Service accesses or communicates with the Social OS API. If any change is unacceptable to you, your only recourse is to cease all use of the Licensed Material. Your continued access or use of the Licensed Material will constitute binding acceptance of the such updates and modifications.
7. Miscellaneous. This Agreement constitutes the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. Any modification to this Agreement must be in a writing signed by both you and PeopleBrowsr Pty Ltd. You may not assign any of the rights or obligations granted hereunder, in whole or in part, whether voluntarily or by operation of law, contract, merger (whether you are the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or otherwise, except with the prior written consent of PeopleBrowsr. Any attempted assignment in violation of this paragraph is null and void, and PeopleBrowsr may terminate this Agreement. This Agreement does not create or imply any partnership, agency or joint venture. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles.

All claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts of San Francisco County, California, USA, and you consent to personal jurisdiction in those courts. Despite the foregoing, you agree that money damages would be an inadequate remedy for PeopleBrowsr in the event of a breach or threatened breach of a provision of this Agreement protecting PeopleBrowsr's intellectual property or Confidential Information, and that in the event of such a breach or threat, PeopleBrowsr, in addition to any other remedies to which it is entitled, is entitled to such preliminary or injunctive relief (including an order prohibiting Company from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate.

The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. No waiver by PeopleBrowsr of any covenant or right under this Agreement will be effective unless memorialized in a writing duly authorized by PeopleBrowsr. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.