

LICENSE AGREEMENT

Trellian Toolbar, hereafter referred to as 'the Software'.

For Unregistered versions of the Software you are hereby granted a non-exclusive license to use the Software free of charge.

For Registered versions of the Software you are hereby granted a non-exclusive, non-transferable license to use the Software.

If you have obtained the software free of charge, you are not entitled to technical or other support. We reserve the right to revoke this grant at any time.

If you have comments, suggestions, ideas and feedback on the software, please email feedback@trellian.com. Please note that by doing so, you also grant Trellian permission to use and incorporate your comments, suggestions, ideas and feedback into the Software without further compensation.

DISCLAIMER OF WARRANTY.

Free of charge Software is provided on 'AS IS' basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement.

Should the Software prove defective, you alone shall assume the cost of any service and/or repair.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS.

SCOPE OF THIS GRANT:

1. You may copy the Software for backup and archival purposes.
2. You may distribute copies of the software provided it remains in its original distribution form and all files and notices remain intact.
3. You may not rent, lease, or otherwise transfer rights to the Software.
4. You may not remove any proprietary notices from the Software and associated files.
5. You may not modify, reverse engineer, disassemble or create derivative works based on the Software.
6. You may not use the Software in any manner that could damage, disable, impair or overburden the Software services.
7. You may not use the Software in an automated manner.

Unregistered versions of the Software:

1. You may use the Software on multiple computers.

Registered versions of the Software:

1. You may not use the Software on multiple computers.
2. You may not make available either intentionally or otherwise your registration details to other persons.

What information is tracked and gathered by the Software?

Information tracked and gathered can be classed into two general types: 1) Information that is anonymous and is not individual specific, and 2) Information that is personally identifiable.

1. Anonymous information is data that is not traced back to a specific individual. For example Keyword search terms that are searched for are individual specific. That is the users personal details are not matched per keyword search.

Anonymous information that is tracked and gathered when a user performs:

- a keyword search. The keyword term and frequency is tracked and gathered by both Trellian and the respective Search Engine search on.

- link popularity. The URL and popularity is tracked and gathered, so that the software can provide historical URL popularity data for users.

2. Personally identifiable information is data that you provide that discloses specific facts about you, such as name, e-mail, physical postal address, demographics, etc. This data is generally provided by the user via the registration process. This data is not sold or disclosed to third parties.

TITLE.

Title, ownership rights, and intellectual property rights in the Software shall remain vested in The Author. The Software is protected by copyright laws and treaties. Title and related rights in the content downloaded using the Software is the property of the applicable content owner and may be protected by applicable laws. This License gives you no rights to such content.

TERMINATION.

The license will terminate automatically and the software unregistered if you fail to comply with any of the above terms and conditions. The license may be terminated by either party at any time and without notice.

LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL TRELILIAN, THE AUTHOR, SUPPLIERS AND OR RESELLERS OF THE SOFTWARE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, OR INCIDENTAL DAMAGES OF ANY CHARACTER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

By selecting the 'I accept the agreement' option you agree to be bound by the terms and conditions of this license.