

Seek XR, LLC Terms of Service

Last Updated: March 27 2018

Seek, LLC services are accessible via the mobile device application, Seek – Explore A New Reality (the “App”). To make these Terms of Service (the “Terms”) easier to read, our services, the App, and our websites located at www.seekar.me (the “Site”) are collectively called the “Services.” Please read carefully these Terms, and our Privacy Policy because they govern your use of our Services.

Agreement to Terms

By using our Services, you are agreeing to these Terms and our Privacy Policy. If you are the parent or legal guardian of a child under the age of 13 (the “Parent”), you are agreeing to these Terms on behalf of yourself and your child(ren) who are authorized to use the Services pursuant to these Terms and in our Privacy Policy. If you don’t agree to these Terms, and our Privacy Policy, do not use the Services.

Changes to Terms or Services

We may modify these Terms at any time. If we do so, we’ll let you know either by posting the modified Terms on the Site or App or through other communications. It’s important that you review the Terms whenever we modify them, because if you continue to use the Services after we have posted modified Terms on the Site or App, or otherwise communicate them to you, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services evolve over time, we may change or discontinue all or any part of the Services at any time and without notice.

ARBITRATION NOTICE: EXCEPT IF YOU OPT OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “AGREEMENT TO ARBITRATE” SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND SEEK, LLC WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Privacy

Please refer to our Privacy Policy for information on how we collect, use, and disclose information from our users.

Eligibility and Account Registration

If you want to use certain features of the Services, you will have to create an account with us (an “Account”). You can create an Account by (a) Creating a new account on upon first opening the app; or (b) a using a pre-existing account with Facebook, or (c) such other pre-existing third-party accounts as we may choose to support in the future (notification of which will be provided by allowing selection of such pre-existing accounts on the relevant account-creation screen). We will create your Account by extracting from your Facebook, or other pre-existing third-party account certain personal information (such as your email address) that your privacy settings on the applicable account permit us to access or what you provide upon creating a new account.

It is important that you provide us with accurate, complete, and up-to-date information for your Account, and you agree to update such information as needed, to keep it accurate, complete, and up-to-date. If you don’t, we might have to suspend or terminate your Account. You agree that you won’t disclose your Account password to anyone and you’ll notify us immediately of any unauthorized use of your Account. You’re responsible for all activities that occur under your Account, whether or not you know about them.

Registration by Children

Account registration and use of the Services is only available to users of age 13 or older. Registration and use of the Services by individuals under the age of 13 is prohibited under the terms of service hereto provided.

Safe Play

During game play, please be aware of your surroundings and play safely. You agree that your use of the App and play of the game is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you may incur while using the Services. You also agree not to use the App to violate any applicable law, rule, or regulation (including but not limited to the laws of trespass), and you agree not to encourage or enable any other individual to violate any applicable law, rule, or regulation. Without limiting the foregoing, you agree that in conjunction with your use of the App you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result

in injury, death, property damage, and/or liability of any kind. To the extent permitted by applicable law, Seek, LLC disclaims all liability related to any property damage, personal injury, or death that may occur during your use of our Services, including any claims based on the violation of any applicable law, rule, or regulation or your alleged negligence or other tort liability. Further, in the event that you have a dispute with one or more other users of the App, you release Seek, LLC (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Rights in App

Subject to your compliance with these Terms, Seek, LLC grants you a limited nonexclusive, nontransferable, non-sublicensable license to download and install a copy of the App on a mobile device and to run such copy of the App solely for your own personal, noncommercial purposes. Except as expressly permitted in these Terms, you may not: (a) copy, modify, or create derivative works based on the App; (b) distribute, transfer, sublicense, lease, lend, or rent the App to any third party; (c) reverse engineer, decompile, or disassemble the App; or (d) make the functionality of the App available to multiple users through any means. Seek, LLC reserves all rights in and to the App not expressly granted to you under these Terms.

Additional Terms for App Store Apps

If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (a) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (b) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from any app store or distribution platform (like the Apple Store, Google Play, or Amazon Appstore) (each, an "App Provider"), then you acknowledge and agree that: These Terms are concluded between you and Seek, LLC, and not with App Provider, and that, as between us and the App Provider, Seek, LLC is solely responsible for the App.

App Provider has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider, and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Seek, LLC.

App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Seek, LLC will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.

App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

You must also comply with all applicable third-party terms of service when using the App.

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App, you represent and warrant that: (i) you are not located in a country that is subject to a U.S.

Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Content and Content Rights

For purposes of these Terms: (a) "Content" means the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the Services; and (b) "User Content" means any Content that Account holders (including you) provide to be made available through the Services. Content includes without limitation User Content. Subject to your compliance with these Terms, Seek, LLC grants you a personal, noncommercial, nonexclusive,

nontransferable, non-sub licensable, revocable license to download, view, display, and use the Content solely in connection with your permitted use of the Services.

Content Ownership

Seek, LLC does not claim any ownership rights in any User Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Seek, LLC owns all right, title, and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights Granted by You

By making any User Content available through Services, you grant to Seek, LLC a nonexclusive, perpetual, irrevocable, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute your User Content in connection with operating and providing the Services and Content to you and to other Account holders. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content, or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Seek, LLC on or through the Services will infringe, misappropriate, or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Seek, LLC may reject any submissions in which Seek, LLC believes, in its sole discretion, that the User Content is inappropriate or violates these Terms. Seek, LLC further reserves the right to remove any User Content from the Services at any time and without notice and for any reason.

In-app Coins, Keys, Cash and Sponsor Rewards

The App permits the collection of in-app virtual coins and keys ("Coins and Keys"), real U.S. currency ("Cash") and rewards from retail partners ("Sponsor Rewards"). Withdrawing Cash from the App to an Account holder's PayPal account is strictly available only to users 18 years of age or older.

Other in-app services are available to Account holders who are either (a) 18 years of age or older; or (b) under the age of 18 and have the consent of a Parent to make the purchase. Parents of children under the age of 18 can consult the iOS or Google Play settings for their App to restrict in-App purchases, but should also monitor their children's Accounts for unexpected activity, including the purchase of Cash or Sponsor Rewards.

Account holders between ages 13 and 17 cannot win prizes that have cash value. Users aged 18+ can redeem all sponsor and cash rewards.

Purchases of In-app content, services and purchases

Coins and Keys are categories of Content, so the purchase of Coins and Keys grants you only a limited, nontransferable, non-sub licensable, revocable license to use such Coins and Keys to access in-app services and purchases in conjunction with your personal, noncommercial use of the Services. You acknowledge that you do not acquire any ownership rights in or to the Coins and Keys. You agree that Coins and Keys have no monetary value and do not constitute actual currency or property of any type. Coins and Keys may be redeemed only for in-app services or purchases and can never be sold, transferred, or exchanged for "real" money, "real" goods, or "real" services from us or anyone else. You also agree that you will only obtain Coins and Keys from us and through means provided by us, and not from any third-party platform, exchange, broker, or other mechanism, unless expressly authorized. Once you acquire a license to Coins and Keys, you may not trade or transfer the Coins and Keys to another individual or account, unless such functionality is provided to you by us by way of a feature or service, whether inside the App or through some other method (e.g., our website). We may cancel any Coins and Keys sold, transferred, or exchanged in violation of these Terms. Any such sale, transfer, or exchange (or attempt to do so) is prohibited and may result in the termination of your Account.

During the term of your license to your Coins and Keys, you have the right to redeem your Coins and Keys for selected In-app services and purchases. If you are the Parent and you are accepting these Terms on behalf of your child, you accept and acknowledge that your child has your consent to exercise this right independently. Pricing and availability of Coins and Keys and In-app services and purchases are subject to change without notice. We reserve the right at any time to change and update our pricing and inventory of Coins and Keys and In-app services and purchases. As set forth below, all Coins and Keys, In-app services and purchases, and other Content is provided "as is," without any warranty. You agree that all sales by us to you of Coins and Keys and In-app services and purchases are final and that we will

not permit exchanges or refunds for any unused Coins and Keys or In-app services and purchases once the transaction has been made.

Purchases by End Users Outside the U.S.

Coins and Keys and In-app services and purchases may only be purchased and held by legal residents of countries where access to and use of the Services are permitted. If you live in the European Union, you have certain rights to withdraw from In-app purchases and services. However, please note that once you download Coins and cash and from us, your right of withdrawal ends. You agree that (a) purchase of Coins and Keys and In-app purchases and services involves immediate download of such Content; and (b) you lose your right of withdrawal once your purchase is complete. If you live in the European Union, we will provide you with a VAT invoice when we are required to do so by law. You agree that these invoices may be electronic in format. We reserve the right to control, regulate, change, or remove any Coins, Keys, and In-app purchases and services Sponsor Rewards without any liability to you.

Terms & Redemption of Cash and Sponsor Rewards

All prizes within the Seek App are sponsored by Seek, LLC and are not affiliated with Apple in any way.

There is a chance to win every prize promoted within the Seek App.

Only users who abide by the terms and service of Seek, LLC are eligible to use app services and to win cash & prizes sponsored by Seek, LLC

Cash rewards can be withdrawn to account holder of 18 or older upon reaching a minimum of \$5.00 USD in cash collected via Seek chests. Sponsor rewards are redeemed in conjunction with the Retail Sponsor that provided the reward and Seek, LLC shall have no liability to provide rewards offered by Sponsor partners. However, if there are rewards that are offered by Seek, LLC then said company shall deliver collected prizes within a reasonable time upon redemption request by account holder. Reward delivery time varies by location, prize item, and the due diligence timeframe to ensure that the reward was earned according to these Terms and Conditions and that no violations occurred. If a physical reward earned by an account holder is not available to be delivered for any reason, Seek, LLC retains the right to replace the physical prize with an cash equivalent which can be delivered via the app and cashed out to Account Holder's PayPal account or arrangements can be made for a wire transfer, check, or cash as determined most appropriate by Seek, LLC.

Effect of Termination on Coins, Keys, Sponsor Rewards, Cash, and Other In-app purchases and services
We may cancel, suspend, or terminate your Account and your access to your Sponsor Rewards, Cash, Coins, Keys, and all other In-app purchases and services the Content, in our sole discretion and without prior notice, including if (a) your Account is inactive (i.e., not used or logged into) for one year; (b) you fail to comply with these Terms; (c) we suspect fraud or misuse by you of Coins, Keys, Sponsor Rewards, Cash, and all other In-app purchases and services, or other Content; (d) we suspect any other unlawful activity associated with your Account; or (e) we are acting to protect the Services, our systems, the App, any of our users, or the reputation of Seek, LLC. (d) We suspect any form of hacking, or geo-spoofing location or any other activity deemed manipulative or that gives any unfair advantage over other App user, deemed so at the sole discretion of Seek, LLC. We have no obligation or responsibility to, and will not reimburse or refund, you for any Coins, Keys, Sponsor Rewards, Cash, or other In-app purchases and services lost due to such cancellation, suspension, or termination. You acknowledge that Seek, LLC is not required to provide a refund for any reason, and that you will not receive money or other compensation for unused Cash, Coins, Keys, Sponsor Rewards, and In-app purchases and services when your Account is closed, whether such closure was voluntary or involuntary.

We have the right to offer, modify, eliminate, and/or terminate Cash, Coins, Keys, Sponsor Rewards, and In-app purchases or any portion thereof, at any time, without notice or liability to you. If we discontinue the use of Cash, Coins, Keys, Sponsor Rewards, and In-app purchases, we will provide prior advance notice to you by posting a notice on the Site or App or through other communications.

Conduct, General Prohibitions, and Seek, LLC's Enforcement Rights

You agree that you are responsible for your own conduct and User Content while using the Services, and for any consequences thereof. By way of example, and not as a limitation, you agree that when using the Services and Content, you will not:

defame, abuse, harass, harm, stalk, threaten, or otherwise violate the legal rights (including the rights of privacy and publicity) of others;

Use the Seek app while driving any vehicle.

Upload, post, email, transmit, or otherwise make available any unlawful, inappropriate, defamatory, obscene, pornographic, vulgar, offensive, fraudulent, false, misleading, or deceptive Content or message; promote or engage in discrimination, bigotry, racism, hatred, or harassment against any individual or group; trespass, or in any manner attempt to gain or gain access to any property or location where you do

not have a right or permission to be;
violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; upload, post, or otherwise make available commercial messages or advertisements, pyramid schemes, or other disruptive notices;
impersonate or misrepresent your affiliation with another person or entity; promote or provide instructional information about illegal or harmful activities or substances;
promote or engage in physical harm, violence, or injury against any group or individual; transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature;
submit fake, falsified, misleading, or inappropriate data submissions, edits, or removals; post, upload, publish, submit, or transmit any Content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; use, display, mirror, or frame the Services or any individual element within the Services, Seek, LLC's name, any Seek, LLC trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without Seek, LLC's express written consent; access, tamper with, or use nonpublic areas of the Services, Seek, LLC's computer systems, or the technical delivery systems of Seek, LLC's providers;
attempt to probe, scan, or test the vulnerability of any Seek, LLC system or network or breach any security or authentication measures; avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Seek, LLC or any of Seek, LLC's providers or any other third party (including another user) to protect the Services or Content; attempt to access or search the Services or Content, or download Content from the Services through the use of any technology or means other than those provided by Seek, LLC or other generally available third-party web browsers (including, without limitation, automation software, bots, spiders, crawlers, data-mining tools, or hacks, tools, agents, engines, or devices of any kind); extract, scrape, index, copy, or mirror the Services or Content or portions thereof
use any meta tags or other hidden text or metadata utilizing a Seek, LLC trademark, logo, URL, or product name without Seek, LLC's express written consent; forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive, or false source-identifying information; attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services or Content; interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services; take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Services or Seek, LLC's infrastructure;
delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services or the Content; use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in a manner not permitted by these Terms, including but not limited to (a) gathering in App items or resources for sale outside the App, (b) performing services in the App in exchange for payment outside the App, or (c) sell, resell, rent, or lease the App or your Account; collect or store any personally identifiable information from the Services from other users of the Services without their express permission; violate any applicable law or regulation; or
encourage or enable any other individual to do any of the foregoing.
Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements.
We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Feedback

We welcome feedback, comments, and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by reaching out to us on Facebook, Twitter, or at info@seekar.me. You grant to us a nonexclusive, worldwide, perpetual, irrevocable, fully paid, royalty free, sublicenseable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

DMCA/Copyright Policy

Seek, LLC respects copyright law and expects its users to do the same. It is Seek, LLC's policy to terminate in appropriate circumstances Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Seek, LLC's Copyright Policy for further information.

Links to Third Party Websites or Resources

The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products, or services on or available from those websites, or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time. Upon any termination, discontinuation, or cancellation of Services or your Account, the following provisions of these Terms will survive: Arbitration Notice; Content Ownership; Rights Granted by You; Effect of Termination on Sponsor Rewards, Cash, and Sponsor Rewards; Feedback; Disclaimer of Warranties; Indemnity; Limitation of Liability; Dispute Resolution; General Terms; and this sentence of Termination. Termination will result in the loss of all in-app rewards including cash, coins, and sponsor prizes.

Only one user is allowed on one device. When we detect that more than one user has logged in to the same device we retain all rights to terminate violating users accounts involved. All in-app prizes and rewards such as coins, keys, cash, sponsor prizes or any other prizes, achievements and rewards in the app will be lost and the users accounts will be banned.

Disclaimer of Warranties

YOUR USE OF THE APP AND SERVICES ARE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SEEK LLC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Seek, LLC makes no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis, and we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any Content. YOU ASSUME ALL RISKS RELATING TO YOUR ONLINE OR OFFLINE COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATED OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT SEEK, LLC, DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SERVICES. SEEK, LLC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You will indemnify and hold harmless Seek, LLC, and its respective officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services or Content, (b) your User Content, or (c) your violation of these Terms.

Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SEEK, LLC NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SEEK, LLC HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IN NO EVENT WILL THE TOTAL LIABILITY OF SEEK, LLC ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED ONE THOUSAND DOLLARS (\$1,000). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SEEK, LLC AND YOU.

Dispute Resolution

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

Agreement to Arbitrate

You and Seek, LLC agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Services or Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (a) to bring an individual action in small claims court and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in this clause (b), an "IP Protection Action"). Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide Seek, LLC with written notice of your desire to do so by email or regular mail at info@seekar.me within thirty (30) days following the date you first accept these Terms (such notice, an "Arbitration Opt-out Notice"). If you don't provide Seek, LLC with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (a) and (b) above. The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide Seek, LLC with an Arbitration Opt-out Notice, will be the state and federal courts located in the Northern District of California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide Seek, LLC with an Arbitration Opt-out Notice, you acknowledge and agree that you and Seek, LLC are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Seek, LLC otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

Unless you and Seek, LLC otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Seek, LLC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to

direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. Seek, LLC will not seek, and hereby waives, all rights it may have under applicable law to recover attorneys' fees and expenses if it prevails in arbitration.

Fees

Our responsibility to pay any AAA filing, administrative, and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Seek, LLC will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rules of Civil Procedure 11(b)).

Changes

Notwithstanding the provisions of the "Changes to Terms or Services" section above, if Seek, LLC changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to info@seekar.me) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Seek, LLC's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Seek, LLC in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Terms

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. These Terms constitute the entire and exclusive understanding and agreement between Seek, LLC and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Seek, LLC and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Dispute Resolution" section above or by a court of competent jurisdiction, but only if you timely opt out of arbitration by sending us an Arbitration Opt-out Notice in accordance with the terms set forth above), that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Seek, LLC's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null. Seek, LLC may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by Seek, LLC under these Terms, including those regarding modifications to these Terms, will be given: (a) via email, or (b) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. Seek, LLC's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Seek, LLC. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information

If you have any questions about these Terms or the Services, please contact Seek, LLC at info@seekar.me

Protecting your privacy (or the privacy of your authorized child) is really important to Seek, LLC. (“Seek,” “we,” “our,” or “us”.) With this in mind, we’re providing this Privacy Policy to explain our practices regarding the collection, use, and disclosure of information that we receive through our Seek Seek App services, which are accessible via our mobile device application (the “App”). To make this Privacy Policy easier to read, our services, the App, and our website located at www.seekadventureapp.com (the “Site”) are collectively called the “Services.” This Privacy Policy does not apply to any third party websites, services, or applications, even if they are accessible through any of our Services.

1. REVISIONS TO THIS PRIVACY POLICY

ANY INFORMATION THAT IS COLLECTED VIA OUR SERVICES IS COVERED BY THE PRIVACY POLICY IN EFFECT AT THE TIME SUCH INFORMATION IS COLLECTED. WE MAY REVISE THIS PRIVACY POLICY FROM TIME TO TIME. IF WE MAKE ANY MATERIAL CHANGES TO THIS PRIVACY POLICY, INCLUDING ANY CHANGE THAT WE PROPOSE THAT WILL HAVE RETROACTIVE EFFECT, WE’LL NOTIFY YOU OF THOSE CHANGES BY POSTING THEM ON THE SERVICES OR BY SENDING YOU AN EMAIL OR OTHER NOTIFICATION, AND WE’LL UPDATE THE “LAST UPDATED DATE” ABOVE TO INDICATE WHEN THOSE CHANGES WERE MADE.

2. COLLECTION AND USE OF INFORMATION

a. Information Collected or Received from You (or Your Authorized Child).

Our primary goals in collecting information are to provide and improve our Services, to administer your (or your authorized child’s) use of the Services, and to enable you (or your authorized child) to enjoy and easily navigate our Services.

i. Account Information.

During gameplay and when you (or your authorized child over age 13) register to create an account with us (“Account”), we’ll collect certain information that can be used to identify or recognize you (or your authorized child) (“PII”). Specifically, because you must have an account with Facebook before registering to create an Account, we will collect PII (such as your email address, your registered email address, and/or your Facebook registered email address) that your privacy settings with Facebook permit us to access. Many prizes have geographic and age requirements thus at registration, the Seek account will require new account holders to submit their the date of birth, gender, zip code and a Seek username and password. This information will be shared with us and if we discover any user has falsified this information their account will be immediately terminated per our Terms of Service.

ii. Gameplay Information.

During game play we will collect certain information, such as your (or your authorized child’s) user name and messages sent to other users and rewards and items collected. This information will not allow others to identify you (or your authorized child) unless you (or your authorized child) choose to use your (or your authorized child’s) real name and other identifying information. When you (or your authorized child) create an Account we also will collect other information (such as country and language) that cannot be used to identify you (or your authorized child) unless combined with other identifying information.

iii. Accounts with Children.

Account registration and use of the Services is only available to users of age 13 or older. Registration and use of the Services by individuals under the age of 13 is prohibited under the terms of service hereto provided. Important note that will be addressed later in these terms is that users between the ages of 13 and 17 can only redeem sponsor rewards and cannot collect real cash rewards. User age 18+ can redeem all sponsor rewards and cash prizes.

b. Information Collected Using Cookies and other Web Technologies.

Like many website owners and operators, we use automated data collection tools such as Cookies and Web Beacons to collect certain information on our Site.

“Cookies” are small text files that are placed on your hard drive by a Web server when you (or your authorized child) access our Services. We may use both session Cookies and persistent Cookies to identify that you (or your authorized child) have logged in to the Services and to tell us how and when you (or your authorized child) interact with our Services. We may also use Cookies to monitor aggregate usage and web traffic routing on our Services and to customize and improve our Services. Session Cookies are deleted when you (or your authorized child) log off from the Services and close the browser. Persistent Cookies remain on your computer and will identify how you use the Services over time. Although most browsers automatically accept Cookies, you can change your browser options to stop automatically accepting Cookies or to prompt you before accepting Cookies. Please note, however, that if you don’t accept Cookies, you (or your authorized child) may not be able to access all portions or features of the Services. Some third party services providers that we engage (including third party advertisers)

may also place their own Cookies on your hard drive.

“Web Beacons” (also known as web bugs, pixel tags, or clear GIFs) are tiny graphics with a unique identifier that may be included on our Services for several purposes. For example, we may use Web Beacons to deliver or communicate with Cookies, to track and measure the performance of our Services, to monitor how many visitors view our Services, and to monitor the effectiveness of our advertising. Unlike Cookies, which are stored on the user’s hard drive, Web Beacons are typically embedded invisibly on web pages (or in an e-mail).

c. Information Related to Use of the Services.

Our servers automatically record certain information about how a person uses our Services (we refer to this information as “Log Data”), including both Account holders and non-Account holders (either, a “User”). Log Data may include information such as a User’s Internet Protocol (IP) address, user agent, browser type, operating system, the web page that a User was visiting before accessing our Services, the pages or features of our Services to which a User browsed and the time spent on those pages or features, search terms, the links on our Services that a User clicked on, and other statistics. We use Log Data to administer the Services and we analyze (and may engage third parties to analyze) Log Data to improve, customize, and enhance our Services by expanding their features and functionality and tailoring them to our Users’ needs and preferences. We may use a person’s Log Data and other information to generate aggregate, non-identifying information about how our Services are used and use such aggregated information to understand and improve our Services and to administer use of the Services. If we engage a third party to analyze the Log Data, we will ensure that such third party is bound by contractual terms requiring it to process such Log Data in accordance with relevant European data protection laws (including, without limitation, the Data Protection Directive).

d. Information Sent by Your Mobile Device.

We collect certain information that your (or your authorized child’s) mobile device sends when you (or your authorized child) use our Services, like a device identifier, user settings, and the operating system of your (or your authorized child’s) device, as well as information about your use of our Services while using the mobile device. We may use this information to provide the Services and to improve and personalize our Services for you (or your authorized child). We retain the right to utilize all information gathered while maintaining the privacy of App users.

e. Location Information.

The App is a location-based game. We collect and store information about your (or your authorized child’s) location when you (or your authorized child) use our App and take game actions that use the location services made available through your (or your authorized child’s) device’s mobile operating system, which makes use of cell/mobile tower triangulation, wifi triangulation, and/or GPS. You understand and agree that by using our App you (or your authorized child) will be transmitting your (or your authorized child’s) device location to us and some of that location information, along with your (or your authorized child’s) user name, may be shared through the App. For example, when you take certain actions during gameplay, your (or your authorized child’s) user name and location may be shared through the App with other users who are playing the game. We may also use location information to improve and personalize our Services for you (or your authorized child). We retain the right to use all information gathered via user activities. However, privacy will be respected and your information will not be released to any third parties.

3. INFORMATION THAT WE SHARE WITH THIRD PARTIES

We will not share any of your (or your authorized child’s) PII that we have collected from or regarding you (or your authorized child) except as described below:

a. Information Shared with Seek, LLC.

If you register to create an Account and any bugs, errors, or other incidents or problems are found in the operation or development of the Services, we may share your (or your authorized child’s) PII with Seek, LLC if such collaboration is required to investigate, diagnose, correct, and/or resolve the issue. Any information that you (or your authorized child) provide directly to Seek, LLC is subject to the applicable company’s privacy policy. We are not responsible for the content, privacy, or security practices and policies of Seek, LLC.

b. Information Shared with Our Services Providers.

We may engage third party service providers to work with us to administer and provide the Services. These third party service providers have access to your (or your authorized child’s) PII only for the purpose of performing services on our behalf and are expressly obligated to secure your (or your authorized child’s) PII and not to disclose or use your (or your authorized child’s) PII for any other purpose.

c. Information Shared with Third Parties .

We may share aggregated information and non-identifying information with third parties for research and analysis, demographic profiling, retail sponsor reward enhancement and other similar purposes. This information will not include your (or your authorized child's) PII.

d. Information Disclosed in Connection with Business Transactions.

Information that we collect from our users, including PII, is considered to be a business asset. Thus, if we are acquired by a third party as a result of a transaction such as a merger, acquisition, or asset sale or if our assets are acquired by a third party in the event we go out of business or enter bankruptcy, some or all of our assets, including your (or your authorized child's) PII, may be disclosed or transferred to a third party acquirer in connection with the transaction. In the event of such a transaction, we will give you notice of the transaction and the opportunity for a period of 30 days to refuse disclosure or transfer of your (or your authorized child's) PII to the third party acquirer in connection with the transaction.

e. Information Disclosed for Our Protection and the Protection of Others.

We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you (or your authorized child) that is in our possession or control to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate: (a) to respond to claims, legal process (including subpoenas); (b) to protect our property, rights, and safety and the property, rights, and safety of a third party or the public in general; and © to identify and stop any activity that we consider illegal, unethical, or legally actionable activity.

4. YOUR CHOICES

We offer you choices regarding the collection, use, and sharing of your (or your authorized child's) PII and we'll respect the choices you make. Please note that if you decide not to provide us with the PII that we request, you (or your authorized child) may not be able to access some or all of the features of the Services.

a. Rescinding Your Consent.

You have the right to refuse further collection, use, and/or disclosure of your (or your authorized child's) PII by notifying us. If you have consented to your (or your authorized child's) access to and use of the Services but wish to rescind such consent, please contact us at info@seekar.me to submit the request. We will promptly discontinue your (or your authorized child's) access to and use of the Services and ensure that your (or your authorized child's) PII is no longer publicly accessible through the Services. Please note, however, that if you refuse further collection, use, and/or disclosure of your (or your authorized child's) PII, you may not be able to access and use all or a portion of the Services.

b. Opt-Out.

For residents of member states of the European Union and Parents of authorized children, if you elect to subscribe to our mailing list (or elect to subscribe your authorized child to our mailing list) during Account registration, we will periodically send you (or your authorized child) free newsletters and e-mails that directly promote our Services. For all other users, if you do not opt out of subscription to our mailing list (or opt out of subscription for your authorized child to our mailing list) during Account registration, we will periodically send you (or your authorized child) free newsletters and e-mails that directly promote our Services. When you (or your authorized child) receive such promotional communications from us, you (or your authorized child) will have the opportunity to opt out (either through your (or your authorized child's) Account or by following the unsubscribe instructions provided in the e-mail you (or your authorized child) receive). We will need to send you (or your authorized child) certain communications regarding the Services and you (or your authorized child) will not be able to opt out of those communications (e.g., communications regarding updates to this Privacy Policy).

c. Accessing, Modifying, and Deleting Your Information.

If you want us to modify or delete your (or your authorized child's) PII and/or your (or your authorized child's) Account, or discontinue the provision of your (or your authorized child's) PII to third parties, please contact us at info@seekar.me with your request. We'll take steps to modify or delete your (or your authorized child's) information as soon we can (unless otherwise permitted by applicable law). Please note, however, that some information may remain in archived/backup copies for our records or as otherwise required by law.

5. KEEPING YOUR INFORMATION

Following termination or deactivation of your (or your authorized child's) Account, Seek LLC, its clients, affiliates, or service providers may retain information (including your (or your authorized child's) profile information) and user content for a commercially reasonable time period for backup, archival, and/or audit

purposes. If you have any questions about termination or deactivation of your (or your authorized child's) Account, please contact us directly at info@seekar.me.

6. RESPONDING TO DO NOT TRACK SIGNALS

Our Services do not have the capability to respond to "Do Not Track" signals received from various web browsers. To learn more about browser tracking signals and "Do Not Track," please visit <http://allaboutdnt.org>.

7. THE SECURITY OF YOUR INFORMATION

We take appropriate administrative, physical, and electronic measures designed to protect the information that we collect from or about you or your authorized child from accidental or unlawful destruction, accidental loss or unauthorized access, use, modification, interference, or disclosure. Please be aware, however, that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information.

8. LINKS TO OTHER SITES

Our Services may contain links to websites and services that are owned or operated by third parties (each, a "Third Party Service"). Any information that you (or your authorized child) provide on or to a Third Party Service or that is collected by a Third Party Service (including Facebook) is provided directly to the owner or operator of the Third Party Service and is subject to the owner's or operator's privacy policy.

We're not responsible for the content, privacy, or security practices and policies of any Third Party Service. To protect your (or your authorized child's) information we recommend that you carefully review the privacy policies of all Third Party Service that you (or your authorized child) access via our Services.

9. International Transfer

Your (or your authorized child's) PII may be transferred to, and maintained on, computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you're located outside the United States and choose to provide your (or your authorized child's) PII to us, we may transfer your (or your authorized child's) PII to the United States and process it there. Whenever we transfer your (or your authorized child's) PII outside of the jurisdiction in which you (or your authorized child) are located, we ensure that appropriate safeguards are in place in relation to its security. You may request us not to transfer your (or your authorized child's) PII to the United States, but if you do so, we may not be able to provide some or all of the Services to you (or your authorized child).

10. Questions?

Please contact us at info@seekar.me if you have any questions about our Privacy Policy, or if you wish to make a complaint about our collection, use, or disclosure of your (or your authorized child's) PII under this Privacy Policy. We will use our reasonable endeavors to address any complaint you may have as soon as possible.

Seek Privacy Guidelines

We're serious about protecting our users by addressing potential privacy concerns. Our privacy guidelines apply to all users across the world. While the video in question may not violate your country's privacy laws, it may still violate Seek's privacy guidelines.

How does Seek determine if content should be removed for a privacy violation?

For content to be considered for removal, an individual must be uniquely identifiable by image, voice, full name, Social Security number, bank account number or contact information (e.g. home address, email address). Examples that would not violate our privacy guidelines include gamer tags, avatar names, and address information in which the individual is not named. We also take public interest, newsworthiness, and consent into account when determining if content should be removed for a privacy violation. Seek reserves the right to make the final determination of whether a violation of its privacy guidelines has occurred.

What does uniquely identifiable mean?

To be considered uniquely identifiable, there must be enough information in the video that allows others to recognize you. Please note that just because you can identify yourself within the video, it does not mean you are uniquely identifiable to others. A first name without additional context or a fleeting image, for example, would not likely qualify as uniquely identifiable.

How Seek's privacy process works

If a privacy complaint is filed, Seek provides the uploader an opportunity to remove or edit the private information within their video. We issue notification of the potential violation and provide the uploader 48 hours to take action on the complaint. If the uploader removes the video during these 48 hours, the complaint filed will be closed. If the potential privacy violation remains on the site after 48 hours, the Seek Team will then review the complaint.

Reporting a privacy violation

To file a privacy complaint, please email info@seekar.me. As the complainant, your privacy is respected in this process. At no point will your identity or contact information be released to the uploader without your consent. Our communications to you about this process will be sent to your registered email address. Add info@seekar.me to your spam filter to ensure you receive these messages.

First-party claims required

We do not accept claims on behalf of third parties except in the following situations:

- the individual whose privacy is being violated does not have access to a computer
- the individual whose privacy is being violated is a vulnerable individual
- you are the parent or legal guardian of the individual whose privacy is being violated
- you act as a legal representative for the individual whose privacy is being violated

We will not accept privacy complaints filed on behalf of:

- other family members (e.g., husband, wife, cousin, brother, sister)
- co-workers or employees (individuals must report themselves)
- a company

Tips on filing a complete privacy complaint

Please be clear and concise so that the Seek Team can identify you within the video.

- Use the time stamp to indicate only one or two places where you clearly appear in the video.
- In the description area, please specify what you are wearing or doing that differentiates you from others within the video.
- Make sure you've included the video URL in your report. You are not required to submit a URL if you are reporting an entire channel.
- If you are reporting a comment made in the comments section of a video, please note this in the description area. Include the commenter's username in the username field.

Receiving notice of a privacy violation

Seek provides you, the uploader, an opportunity to remove or edit the private information within your content. We email you about the potential violation and allow you 48 hours to take action on the complaint. If you remove the alleged violation from the site within the 48 hours, the complaint filed will then be closed. If the potential privacy violation remains on the site after 48 hours, the complaint will be reviewed by the Seek Team.

If we remove your content for a privacy violation, please do not upload another version featuring the same people. These individuals will likely file another privacy complaint or report you for harassment. We are serious about protecting our users and suspend accounts that violate people's privacy.

What if I've obtained consent from the individuals?

Unfortunately we cannot accept or review agreements granting consent before the video was uploaded. Thus, we may still have to remove your video based upon the complaint.

How can I address the complaint?

- You can remove the reported content completely from the site.
- Because they can be turned off at any time, annotations are not considered an appropriate method of editing.
- Making a video private is also not an acceptable solution, as the uploader can change the status from private to public at any time.

When you use Seek services, you trust us with your information. This Privacy Policy is meant to help you understand what data we collect, why we collect it, and what we do with it. This is important; we hope you will take time to read it carefully.

There are many different ways you can use our services – to search for and share information, to communicate with other people or to create new content. When you share information with us, for example by creating a seek account, we can make those services even better – to show you more relevant search results and ads, to help you connect with people or to make sharing with others quicker and easier. As you use our services, we want you to be clear how we're using information and the ways in which you can protect your privacy.

Our Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

Your privacy matters to Seek so whether you are new to Seek or a long-time user, please do take the time to get to know our practices – and if you have any questions please contact us at info@seekar.me

Information we collect

We collect information to provide better services to all of our users – from figuring out basic stuff like which language you speak, to more complex things like which ads you'll find most useful, the people who matter most to you online, or which Seek videos you might like.

We collect information in the following ways:

- **Information you give us.** For example, many of our services require you to sign up for a Seek Account. When you do, we'll ask for personal information, like your name, email address, telephone number to store with your account. If you want to take full advantage of the sharing features we offer, we might also ask you to create a publicly visible Seek Profile, which may include your name and photo.
- **Information we get from your use of our services.** We collect information about the services that you use and how you use them, like when you watch a video on Seek, visit a website that uses our advertising services, or view and interact with our ads and content. This information includes: [_](#)
- **Device information**

We collect device-specific information such as your hardware model, operating system version, unique device identifiers and mobile network information including phone number).

○ **Log information**

When you use our services or view content provided by Seek, we automatically collect and store certain information in server logs. This includes:

- details of how you used our service, such as your search queries.
- telephony log information like your phone number, calling-party number, forwarding numbers, time and date of calls, duration of calls, SMS routing information and types of calls.
- **Internet protocol address**
- device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
- cookies that may uniquely identify your browser or your Seek Account.

○ **Location information**

When you use Seek services, we may collect and process information about your actual location. We use various technologies to determine location, including IP address, GPS, and other sensors that may, for example, provide Seek with information on nearby devices, Wi-Fi access points and cell towers.

○ **Unique application numbers**

Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to Seek when you install or uninstall that service or when that service periodically contacts our servers, such as for automatic updates.

○ **Local storage**

We may collect and store information (including personal information) locally on your device using mechanisms such as browser web and application data caches.

○ **Cookies and similar technologies**

We and our partners use various technologies to collect and store information when you visit a Seek service, and this may include using cookies or similar technologies to identify your browser or device. We also use these technologies to collect and store information

when you interact with services we offer to our partners, such as [advertising services](#) or Seek features that may appear on other sites. Our Seek Analytics product helps businesses and site owners analyze the traffic to their websites and apps.

Information we collect when you are signed in to Seek, in addition to information we obtain about you from partners, may be associated with your Seek Account. When information is associated with your Seek Account, we treat it as personal information.

How we use information we collect

We also use this information to offer you tailored content – like giving you more relevant search results and ads.

We may use the name you provide for your Seek Profile across all of the services we offer that require a Seek Account. In addition, we may replace past names associated with your Seek Account so that you are represented consistently across all our services. If other users already have your email, or other information that identifies you, we may show them your publicly visible Seek Profile information, such as your name and photo.

If you have a Seek Account, we may display your Profile name, Profile photo, and actions you take on Seek or on third-party applications connected to your Seek Account (such as +1's, reviews you write and comments you post) in our services, including displaying in ads and other commercial contexts.

When you contact Seek, we keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

Seek processes personal information on our servers in many countries around the world. We may process your personal information on a server located outside the country where you live.

Accessing and updating your personal information

If any of your personal information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Information we share

We do not share personal information with companies, organizations and individuals outside of Seek unless one of the following circumstances applies:

- **With your consent**

We will share personal information with companies, organizations or individuals outside of Seek when we have your consent to do so.

- **With domain administrators**

- **For legal reasons**

We will share personal information with companies, organizations or individuals outside of Seek if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable Terms of Service, including investigation of potential violations.
- detect, prevent, or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of Seek, our users or the public as required or permitted by law.

We may share non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites.

If Seek is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

Information security

We work hard to protect Seek and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

- We encrypt many of our services.
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to Seek employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

When this Privacy Policy applies

Our Privacy Policy applies to all of the services offered by Seek Inc. and its affiliates but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include Seek services, or other sites linked from our services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

Seek Augmented Reality Creator Terms of Condition & Privacy Policy

We are serious about protecting our users by addressing potential privacy concerns. Our privacy guidelines apply to all users across the world.

All assets delivered by Augmented Reality (AR) developers to Seek are the possession of the AR Creator and can be taken down anytime at your discretion. While the content is live on the Seek platform, Seek reserves the right to use any content uploaded to Seek for promotional purposes unless written request is received from the AR developer requesting that their content not be used in such manner. Seek always allows the original creator of the AR content to retain ownership of that content and respects their creative efforts and the ways their content is used.

How does Seek determine if content should be removed for a privacy violation?

For content to be considered for removal, an individual must be uniquely identifiable by image, voice, full name, Social Security number, bank account number or contact information (e.g. home address, email address). Examples that would not violate our privacy guidelines include gamer tags, avatar names, and address information in which the individual is not named. We also take public interest, newsworthiness, and consent into account when determining if content should be removed for a privacy violation. Seek reserves the right to make the final determination of whether a violation of its privacy guidelines has occurred.

What does uniquely identifiable mean?

To be considered uniquely identifiable, there must be enough information in the video that allows others to recognize you. Please note that just because you can identify yourself within the video, it does not mean you are uniquely identifiable to others. A first name without additional context or a fleeting image, for example, would not likely qualify as uniquely identifiable.

How Seek's privacy process works

If a privacy complaint is filed, Seek provides the uploader an opportunity to remove or edit the private information within their video. We issue notification of the potential violation and provide the uploader 48 hours to take action on the complaint. If the uploader removes the video during these 48 hours, the complaint filed will be closed. If the potential privacy violation remains on the site after 48 hours, the Seek Team will then review the complaint.

Reporting a privacy violation

To file a privacy complaint, please email info@seekar.me. As the complainant, your privacy is respected in this process. At no point will your identity or contact information be released to the uploader without your consent. Our communications to you about this process will be sent to your registered email address. Add info@seekar.me to your spam filter to ensure you receive these messages.

First-party claims required

We do not accept claims on behalf of third parties except in the following situations:

- the individual whose privacy is being violated does not have access to a computer
 - the individual whose privacy is being violated is a vulnerable individual
 - you are the parent or legal guardian of the individual whose privacy is being violated
 - you act as a legal representative for the individual whose privacy is being violated
- We will not accept privacy complaints filed on behalf of:
- other family members (e.g., husband, wife, cousin, brother, sister)
 - co-workers or employees (individuals must report themselves)
 - a company

- ·Use the time stamp to indicate only one or two places where you clearly appear in the video.
- ·In the description area, please specify what you are wearing or doing that differentiates you from others within the video.
- ·Make sure you've included the video URL in your report. You are not required to submit a URL if you are reporting an entire channel.
- ·If you are reporting a comment made in the comments section of a video, please note this in the description area. Include the commenter's username in the username field.

Tips on filing a complete privacy complaint

Please be clear and concise so that the Seek Team can identify you within the video.

Receiving notice of a privacy violation

Seek provides you, the uploader, an opportunity to remove or edit the private information within your content. We email you about the potential violation and allow you 48 hours to take action on the complaint. If you remove the alleged violation from the site within the 48 hours, the complaint filed will then be closed. If the potential privacy violation remains on the site after 48 hours, the complaint will be reviewed by the Seek Team.

If we remove your content for a privacy violation, please do not upload another version featuring the same people. These individuals will likely file another privacy complaint or report you for harassment. We are serious about protecting our users and suspend accounts that violate people's privacy.

What if I've obtained consent from the individuals?

Unfortunately we cannot accept or review agreements granting consent

before the video was uploaded. Thus, we may still have to remove your video based upon the complaint.

How can I address the complaint?

- ·You can remove the reported content completely from the site.

- ·Because they can be turned off at any time, annotations are not considered an appropriate method of editing.

- ·Making a video private is also not an acceptable solution, as the uploader can change the status from private to public at any time.

Welcome to the Seek Augmented Reality Creator Privacy Policy

When you use Seek services, you trust us with your information. This Privacy Policy is meant to help you understand what data we collect, why we collect it, and what we do with it. This is important; we hope you will take time to read it carefully.

There are many different ways you can use our services – to search for and share information, to communicate with other people or to create new content. When you share information with us, for example by creating a seek account, we can make those services even better – to show you more relevant search results and ads, to help

you connect with people or to make sharing with others quicker and easier. As you use our services, we want you to be clear how we're using information and the ways in which you can protect your privacy.

Our Privacy Policy explains:

-
- What information we collect and why we collect it.

- How we use that information.
- The choices we offer, including how to access and update information.

Your privacy matters to Seek so whether you are new to Seek or a long-time user, please do take the time to get to know our practices – and if you have any questions please contact us at info@seekar.me

Information we collect

We collect information to provide better services to all of our users – from figuring out basic stuff like which language you speak, to more complex things like which ads you’ll find most useful, the people who matter most to you online, or which Seek videos you might like.

We collect information in the following ways:

-
- **Information you give us.** For example, many of our services require you to sign up for a Seek Account. When you do, we’ll ask for personal information, like your name, email address, telephone number to store with your account. If you want to take full advantage of the sharing features we offer, we might also ask you to create a publicly visible Seek Profile, which may include your name and photo.
 - **Information we get from your use of our services.** We collect information about the services that you use and how you use them, like when you watch a video on Seek, visit a website that uses our advertising services, or view and interact with our ads and content. This information includes:
 - Device information
 - Log information

We collect device-specific information such as your hardware model, operating system version, unique device identifiers and mobile network information including phone number).

When you use our services or view content provided by Seek, we automatically collect and store certain information in server logs. This includes:

- - ·details of how you used our service, such as your search queries.
 - ·telephony log information like your phone number, calling-party number, forwarding numbers, time and date of calls, duration of calls, SMS routing information and types of calls.
 - ·Internet protocol address
 - ·device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
 - ·cookies that may uniquely identify your browser or your Seek Account.
- Location information
- Unique application numbers
- Local storage

When you use Seek services, we may collect and process information about your actual location. We use various technologies to determine location, including IP address, GPS, and other sensors that may, for

example, provide Seek with information on nearby devices, Wi-Fi access points and cell towers.

Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to Seek when you install or uninstall that service or when that service periodically contacts our servers, such as for automatic updates.

We may collect and store information (including personal information) locally on your device using mechanisms such as browser web and application data caches.

- **Cookies and similar technologies**

We and our partners use various technologies to collect and store information when you visit a Seek service, and this may include using cookies or similar technologies to identify your browser or device. We also use these technologies to collect and store information when you interact with services we offer to our partners, such as advertising services or Seek features that may appear on other sites. Our Seek Analytics product helps businesses and site owners analyze the traffic to their websites and apps.

Information we collect when you are signed in to Seek, in addition to information we obtain about you from partners, may be associated with your Seek Account. When information is associated with your Seek Account, we treat it as personal information.

How we use information we collect

We also use this information to offer you tailored content – like giving you more relevant search results and ads.

We may use the name you provide for your Seek Profile across all of the services we offer that require a Seek Account. In addition, we may replace past names associated with your Seek Account so that you are represented consistently across all our services. If other users already

have your email, or other information that identifies you, we may show them your publicly visible Seek Profile information, such as your name and photo.

If you have a Seek Account, we may display your Profile name, Profile photo, and actions you take on Seek or on third-party applications connected to your Seek Account (such as +1's, reviews you write and comments you post) in our services, including displaying in ads and other commercial contexts.

When you contact Seek, we keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

Seek processes personal information on our servers in many countries around the world. We may process your personal information on a server located outside the country where you live.

Accessing and updating your personal information

If any of your personal information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Information we share

We do not share personal information with companies, organizations and individuals outside of Seek unless one of the following circumstances applies:

- With your consent
-

We will share personal information with companies, organizations or individuals outside of Seek when we have your consent to do so.

- With domain administrators
- For legal reasons

We will share personal information with companies, organizations or individuals outside of Seek if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable Terms of Service, including investigation of potential violations.
- detect, prevent, or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of Seek, our users or

the public as required or permitted by law.

We may share non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites.

If Seek is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

Information security

We work hard to protect Seek and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

- We encrypt many of our services.
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to Seek employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

When this Privacy Policy applies

Our Privacy Policy applies to all of the services offered by Seek Inc. and its affiliates but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include Seek services, or other sites linked from our services. Our Privacy Policy does not

cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.