

Jeux de Couleur Limited Software and Services

General Terms of Use

Published: 5 January 2021

Last update: 20 December 2021

Replaces all prior versions.

PLEASE READ THIS AGREEMENT CAREFULLY. These General Terms of Use (“General Terms”), together with any applicable Additional Terms in the Appendix 01 at the end of this agreement (collectively “Terms”) govern your use of our applications, all proprietary content, source code, scripts, and related instructions and documentation (collectively “Software”) and the use of our websites, software support, and other services (collectively “Services”).

If you enter into another agreement with Jeux de Couleur Limited concerning Software or Services that are included in the Appendix 01 of this agreement, then the terms of that agreement will govern any conflict with the Terms for specifically designated Software and Services.

1. Your Agreement with Jeux de Couleur Limited.

Our Software and Services are licensed, not sold, to you (“Customer”), and may also be subject to one or more sets of additional terms (“Additional Terms”) appended when applicable at the end of the General Terms. If there is any conflict between the terms in the General Terms and the Additional Terms, then the Additional Terms govern in relation to the designated Software product or Services. The Additional Terms are subject to change.

2. Privacy.

We will access and view content files uploaded to the Software or generated by the Customer’s use of the Software and Services (“Content”) only when permitted by law, and in limited ways. For example, in order to perform the Services, we may need to access your “Content” to (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; (c) enforce the Terms.

For information about how we may collect, use, or otherwise process information about Customers, please see our Privacy Policy at <https://www.jeuxdecouleur.com/jeux-de-couleur-limited-privacy-policy/>.

3. Use of Software and Services.

3.1 Subject to your compliance with the Terms and the law, you are granted a licence (“Licence”) to access and use the Software and Services.

3.2 The Licence granted to you by us may also include the right to use or access or benefit from third party Software and Services. Jeux de Couleur and our licensors of third-party Software and Services reserve all rights not granted to Customer under the Terms.

3.3 Files provided by Jeux de Couleur, such as data, sample documents or images for use in training, demonstrations, and other trial purposes (“Sample Files”) can be used only for the purposes for which they were provided.

3.4 When the Services provide storage, we recommend that you regularly back up your Content

elsewhere.

3.5 On certain Services, we may have established reasonable technical limits on storage space, file size, processing capacity, and other. We may suspend the Services until you are within the limits associated with a Service or with your Account.

3.6 At the end of your licence term, we will use reasonable efforts to allow you to transition your Content out of the Services for 30 days from the date of the termination or expiration of your licence term. At the end of this 30-day transition period, we reserve the right to delete your Content files.

3.7 We may designate Software and Services as "trial," "evaluation," or other similar designations ("Evaluation Version"). You may install, access and use any Evaluation Version only during the evaluation period and for evaluation purposes. It is not permitted to use any files and materials you may generate with the Evaluation Version (for example, royalty statements or subsidiary rights reports) for anything other than testing and non-commercial purposes.

4. Your Content.

4.1 You retain all rights and ownership of your Content. We do not claim any ownership rights to your Content.

4.2 Some Software and Services may provide features that allow you to Share your Content with other users. "Share" means sending by email or post, or transmit, upload, or otherwise make available (to us or other users) through your use of the Software and Services. You are responsible for the Content that you Share, for determining the limitations that are placed on your Content and for applying the appropriate level of access to your Content.

5. Account Information.

In order to use our Software and Services you may be assigned an account with Jeux de Couleur ("Account"). You are responsible for all activity that occurs via your Account. Please notify our customer support immediately of any unauthorised use of your Account. You may not (a) Share your Account information (except with an authorised account administrator); or (b) use another person's account. Your account administrator may use your Account information to manage your use and access to the Software and Services.

6. User practices and conduct.

You must not misuse the Software and Services. For example, you must not:

(a) enable or allow others to use the Software or Services using your Account information;

(b) access or attempt to access the Software or Services by any means other than the authorised interface that we provide;

(c) circumvent any access or restrictions that we established to prevent certain uses of the Software or Services;

(d) copy, modify, host, rent, lease, sublicense, or resell the Software or Services;

(e) share Content, or engage in behaviour that violates anyone's intellectual property rights (for example: copyright, moral rights, trademark, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights);

(f) upload or share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, vulgar, profane, hateful, or invasive of another's privacy;

(g) impersonate any person or entity, or falsely state or misrepresent your affiliation with a

person or entity;

(h) attempt to disable, impair, or destroy the Software or Services;

(i) upload, transmit, store, or make available any code or content that contains viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Software or Services;

(j) use any data mining or similar data gathering and extraction methods in connection with the Services;

(k) unbundle the components of the Software for use on different computers

(l) place an advertisement of any products or services in the Services;

(m) engage in phishing or spamming; or

(n) violate applicable law

7. Fees and Payment.

7.1 You must pay any applicable taxes and third-party fees in relation to the use of the Software or Services (including, for example, data plan charges, credit card fees, foreign exchange fees, and foreign transaction fees). We are not responsible for fees in relation to the Customer's use of the Software and Services.

7.2 You are responsible for notifying us of any changes in your billing and payment information, and changes in your contact details (e.g. email addresses), to avoid interruption of your access to our Software or Services.

8. Your Warranty and Indemnification Obligations.

By uploading your Content to the Software or Services, you agree that you have all necessary licences and permissions to upload, process use and Share your Content with other users. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your Content, your use of the Software or Services, or your violation of the Terms.

9. Disclaimers of Warranties.

9.1 The Software and Services are provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Services. We further disclaim any warranty that (a) the Software and Services will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results obtained from the use of the Software and Services will be effective, accurate, or reliable; (c) the quality of the Software or Services will meet your expectations; or (d) any errors or defects in the Software and Services will be corrected.

9.2 We specifically disclaim all liability for any actions resulting from your use of any Software and Services. You may use and access the Software and Services at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to any Software and Services.

10. Limitation of Liability.

10.1 Unless stated in the Additional Terms, we are not liable to you or anyone else for any loss of use, data, goodwill, or profits whatsoever, and any special, incidental, indirect, consequential, or punitive damages whatsoever, regardless of cause (even if we have been advised of the possibility of the loss or damages), including losses and damages (a) resulting from loss of use, data, or profits, whether or not foreseeable; (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action; or (c) arising from any other claim arising out of or in connection with your use of or access to the Software and Services.

10.2 The limitations and exclusions in this section 10 apply to the maximum extent permitted by law.

11. Termination.

11.1 You may stop using the Software and Services at any time. Termination of your Account does not relieve you of any obligation to pay any outstanding fees.

11.2 If we terminate the Terms, or your use of the Service(s) for reasons other than for cause, we will make reasonable efforts to notify you by email at least 30 days prior to termination and will provide you with instructions on how to retrieve your Content files. We may, at any time, terminate your right to use and access the Software or Services if:

(a) you breach any provisions of the Terms (or act in a manner that demonstrate that you do not intend to, or are unable to, comply with the Terms);

(b) you fail to make the timely payment of fees for the Software and Services;

(c) you materially breach any provision of the Terms, and you fail to correct the breach within 30 days of the notice;

(d) you have repeatedly made complaints in bad faith or without a reasonable basis, and continue to do so after we have asked you to stop (in such circumstances, we may alternatively suspend or restrict your access to the Software or Services);

(e) you abuse, harass, threaten or bully our personnel;

(f) we elect to discontinue the Software or Services, in whole or in part (for example, if it becomes impractical for us to continue offering Software or Services associated with discontinued third-party platforms or components);

(g) we are required to do so by law

11.3 Upon the expiration or termination of the Terms, the Software and Services may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities, and the dispute resolution provisions stated in the Terms will survive.

12. Investigations and Disclosure.

12.1 We may use available technologies, vendors, or processes to screen for any illegal content or other abusive content or behaviour.

12.2 We may access or disclose information about you or your use of the Software or Services:

(a) when it is required by law; (b) to respond to your requests for customer service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal

safety of us, our users, our personnel or the public.

13. Governing Law.

This Agreement and any appendices shall be governed by and interpreted in accordance with English law and we and you each submit irrevocably to the exclusive jurisdiction of the English Courts.

14. Dispute Resolution.

You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. If you have any concern or dispute, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of submission, any resulting legal actions must be taken to the courts of England and Wales.

In the event of your or others' unauthorized access to or use of the Software or Services in violation of the Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15. Audit Rights.

We may upon seven 7 days' prior notice to you, and no more than once every 12 months, appoint our personnel or an independent third-party auditor who is obliged to maintain confidentiality to inspect (including manual inspection, electronic methods, or both) your records, systems, and facilities to verify that your installation and use of any and all Software and Services is in conformity with its valid licences from us. Additionally, you agree to cooperate with Jeux de Couleur's audit and provide reasonable assistance and access to information requested by us within 30 days of our request in order for us to verify that the installation and use of any and all Software and Services is in conformity with your valid licences. If the verification discloses a shortfall in licences for the Software or Services, you will immediately acquire any necessary licences, subscriptions, and applicable back maintenance and support. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your licence rights. If you do not pay, Jeux de Couleur can end your technical support, licences and/or this agreement. You agree that Jeux de Couleur shall not be responsible for any of your costs incurred in cooperating with the audit. If the underpaid fees exceed 5% of the value of the payable licence fees, then you will also pay for our reasonable cost of conducting the verification.

16. Updates and Availability.

16.1. We may modify these General Terms, any Additional Terms, to reflect changes to the law or changes to our Software or Services. Customer should consult the Terms regularly at <https://clientspace.thatrights.com/terms-of-use-v5/>. We will notify account holders of modifications to the General Terms and any Additional Terms by email and post notifications where appropriate. By continuing to use or access the Software and Services after the revisions are in effect, you agree to be bound by the revised Terms.

16.2. We may modify, update, or discontinue the Software and Services (including any portions or features) at any time, without liability to you or anyone else. We will make reasonable efforts to notify you of the modification, update or discontinuation. If we discontinue the Software and Services in its entirety, we will also allow you a reasonable time to download your Content Files and we may provide you when applicable with a pro rata refund for any unused subscription fees for that Software and Services that you prepaid.

17. No Modifications, Reverse Engineering.

You may not (a) modify, port, adapt or translate any portion of the Software or Services; or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or any portion of any Service or Software. If the laws of your jurisdiction give you the right to decompile the Software to obtain information necessary to render the licensed portions of the Software or Services interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your decompilation of the Software or Services to ensure that our and our suppliers' proprietary rights in the Services and Software are protected.

18. Other provisions.

18.1 Language. The English version of the Terms will be the version used when interpreting or construing the Terms.

18.2 Notices

Notice to Jeux de Couleur Limited: You may send notices to us at the following email address: notifications@jeuxdecouleur.com

Notice to You: we may notify you by email, postal mail, postings within the Software or Services, or other legally accepted means.

18.3 Non-Assignment. You may not assign your rights in the Software and Services or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under the Terms to a third party.

18.4 Headings. Headings used in these General Terms or Additional Terms are provided for convenience only and will not be used to construe meaning or intent.

18.5 Severability. If any provision of these General Terms or any Additional Terms is held invalid or unenforceable for any reason, the General Terms and any Additional Terms will continue in full force and effect.

18.6 No Waiver. Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.

APPENDIX 01

Additional terms in relation to RIGHTS 20120, That's Rights!, That's Rights! Agents and EasyRoyalties (versions 4 and 5) when these products are installed on your computer or installed on Remote Desktop or other hosting platforms provided by us or third-parties ("Software Products")

By copying, installing, or using any of the Software Products designated above, Customer accepts the General Terms of Use ("General Terms"), together with any applicable Additional Terms in this Appendix (collectively "Terms") IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SOFTWARE.

Customer may enter into another written agreement with Jeux de Couleur Limited that supplements portions of this agreement.

- i. The Software is LICENSED, NOT SOLD, only in accordance with the Terms of this agreement for use on a computer ("Computer") with the recommended hardware configuration and operating system ("Customer's Computer"). Use of other Software and Services offered by Jeux de Couleur Limited or other providers included in or accessed through the Software may be subject to additional terms and conditions.
- ii. Each copy of the Software requires activation and registration that will cause Customer's Computer to AUTOMATICALLY CONNECT TO THE INTERNET. Our privacy policy is available at <https://jeuxdecouleur.com/jeux-de-couleur-limited-privacy-policy/>.
- iii. (a) Subject to Customer's payment of the applicable licence fees and continuous compliance with the terms of this Agreement, Jeux de Couleur grants Customer a non-exclusive and limited Licence ("Licence") to activate the Software during the term of such licence ("Licence Term"), in a manner consistent with the terms of this Agreement and any applicable documentation. Upon any expiration or termination of the Licence Term, some or all of the Software may cease to operate without prior notice. Upon expiration or termination of the Licence Term, Customer may not use the Software Products unless Customer renews the Licence. (b) If the Software and Services are acquired under a multiple-user agreement any copies of the Software must be used solely for the benefit and business of the Customer exclusively by the employees and contractors of the Customer's business entity as specified in the multiple-user agreement.
- iv. Customer agrees that Jeux de Couleur may change the type of Software (such as specific components, versions, platforms, etc.) at any time and shall not be liable to Customer whatsoever for such change. Ongoing access to the Software requires: (a) a recurring Internet connection to activate, renew, and validate the licence, (b) Jeux de Couleur's receipt of recurring subscription payments, and (c) Customer's agreement to subscription terms and other additional terms, conditions and guidelines that are available at <https://clientspace.thatsrights.com/> or at the time of purchase. If Jeux de Couleur does not receive the recurring subscription payment or cannot validate the licence periodically, then the Software may become inactive without additional notice until Jeux de Couleur receives the payment or validates the licence.
- v. Customer may make a reasonable number of copies of the Documentation for its own internal use in connection with use of the Software in accordance with this agreement.
- vi. Customer will use the Software and Services solely for the benefit and business of the legal entity to which a licence to access and use the Software and Services was granted at the time of purchase. Customer shall not use the Software on behalf of third-party entities, and will not

offer the Software on a service bureau basis. Unless specified in writing, ACCESS TO AND USE OF THE SOFTWARE AND SERVICES and OF ANY FILES CREATED BY THE SOFTWARE AS A PART OF AN ASSIGNMENT TO THIRD PARTIES OR AS PART OF A SERVICE TO THIRD PARTY IS NOT PERMITTED.

- vii. If the Software is an Update to a prior version of Jeux de Couleur software (the "Prior Version"), then Customer's use of this Update is conditional upon its retention of the Prior Version. If Customer wishes to use this Update in addition to the Prior Version, then Customer may only do so on the same Computer on which it has installed and is using the Prior Version. Any obligations that Jeux de Couleur may have to support Prior Versions during the Licence Term may end upon the availability of this Update. No other use of the Update is permitted.
- viii. The Software may cause Customer's Computer, without notice, to automatically connect to the Internet and to communicate with a server of Jeux de Couleur for purposes such as licence validation and providing Customer with additional information, features, or functionality. The following provisions apply to all automatic Internet connections by the Software:
 - (a) Whenever the Software connects to Jeux de Couleur over the Internet, whether automatically or due to explicit user request, certain Customer information is collected and transmitted by the Software to Jeux de Couleur pursuant to the Jeux de Couleur Privacy Policy.
 - (b) If Customer accesses a Jeux de Couleur online service to activate or register the Software, then additional information such as Customer's Jeux de Couleur ID, user name, and password may be transmitted to and stored by Jeux de Couleur pursuant to the Privacy Policy and to additional terms of use related to such Jeux de Couleur online service.
 - (c) The Software may cause Customer's Computer, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) to (a) check for Updates that are available for download to and installation on the Computer and (b) notify Jeux de Couleur of the results of installation attempts.
 - (d) The Software may require Customer to (a) obtain a Jeux de Couleur ID, (b) activate or reactivate the Software, (c) register the software. Such requirement may cause Customer's Computer to connect to the Internet without notice on install, on launch, and on a regular basis thereafter. Once connected, the Software will collect and transmit information to Jeux de Couleur. Software or Customer may also receive information from Jeux de Couleur related to Customer's licence or subscription. Jeux de Couleur may use such information to detect or prevent fraudulent or unauthorised use not in accordance with a valid licence or subscription. Failure to activate or register the Software, validate the subscription, or a determination by Jeux de Couleur of fraudulent or unauthorised use of the Software may result in reduced functionality, inoperability of the Software, or a termination of the Licence or suspension of the subscription.
 - (e) Customer may deactivate the Software on Customer's Computer in order to activate the Software on another Computer in accordance with this agreement ("Deactivation"). Deactivation requires Internet connectivity.
 - (f) The Software may cause Customer's Computer, without additional notice and on an intermittent or regular basis, to automatically connect to the Internet to facilitate Customer's access to content and services that are provided by Jeux de Couleur or third parties. In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these online services so as to provide immediate availability of these services when Customer is offline.

- (g) The Software uses digital certificates to help Customer identify downloaded files (e.g., applications and content) and the publishers of those files. Customer's Computer may connect to the Internet at the time of validation of a digital certificate.
- (h) The names of this Software Products and all related titles and logos (including RIGHTS 20120, That's Rights!, EasyRoyalties and That's4starts!) are trademarks of Jeux de Couleur Limited. All other trademarks are the property of their respective owners.

Jeux de Couleur Limited is incorporated in England and Wales 38 Tamworth Road, Surrey, Croydon, CR0 1XU, United Kingdom