



# PerfectIt Service and Subscription Agreement

Last Updated May 2018

Please read this Service and Subscription Agreement (the “Agreement”) carefully before clicking the “I Agree” button, downloading or using PerfectIt (“Subscribed Services”).

By clicking the “I Agree” button, downloading or using the Subscribed Services, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Intelligent Editing Ltd (“we,” “us,” “our”) and it governs your use of the Subscribed Services provided to you by Intelligent Editing. Review this entire Agreement, including any linked terms, because the terms are important and create this contract that applies to you.

If you do not agree to this Agreement, do not click on the “I Agree” button and do not download or use the Subscribed Services.

BY ACCEPTING THIS AGREEMENT OR USING THE SUBSCRIBED SERVICES, YOU AGREE TO ALL OF THESE TERMS AND CONDITIONS. DURING ACTIVATION OF THE SUBSCRIBED SERVICES, YOU WILL BE ASKED TO ENTER AND TRANSMIT CERTAIN LIMITED INFORMATION INCLUDING YOUR EMAIL ADDRESS, AN ACTIVATION KEY THAT HAS BEEN SUPPLIED TO YOU BY US, AND YOUR BUSINESS INDUSTRY, IF APPLICABLE (THE “ACTIVATION INFORMATION”). THE ACTIVATION INFORMATION WILL BE TRANSMITTED AT THE TIME OF ACTIVATION AND FOR VERIFICATION PURPOSES ONLY. BY ACCEPTING THIS AGREEMENT OR USING THE SUBSCRIBED SERVICES, YOU CONSENT TO THE TRANSMISSION OF THE ACTIVATION INFORMATION AND FOR INTERNET-BASED FEATURES OF THE SUBSCRIBED SERVICES. IF YOU DO NOT ACCEPT AND COMPLY WITH THESE TERMS, YOU MAY NOT USE THE PERFECTIT CLOUD SERVICE OR THE PERFECTIT CLASSIC SOFTWARE.

## 1. Introduction

This Agreement covers the use of Intelligent Editing’s products, software, websites, online services, cloud-based services, and other services listed or described herein (the “Subscribed Services”).

## 2. Description of the Subscribed Services

### 2.1. Subscription and Right to Use.

2.1.1. **Right to Use.** We grant you the right to access and use the PerfectIt Cloud services and to install and use the PerfectIt Classic software included with your Subscription, as described in this Agreement. We reserve all other rights.

2.1.2. **Subscription Service.** Access to and use of the Subscribed Services is purchased as an annual subscription (the “Subscription”). Your right to use or access the Subscribed Services is limited to the Subscription Period. You may extend your Subscription. If you extend your Subscription, you may continue using the Subscribed Services until the end of your extended Subscription Period. After the expiration of your Subscription, you will no longer have the right to access or use the Subscribed Services.

### 2.2. PerfectIt Classic Software.

2.2.1. **Downloadable Software.** PerfectIt Classic (formerly known as “PerfectIt Pro” or “PerfectIt Standard”) is the downloadable version of PerfectIt for PCs. It is usually referred to by its version number (for example, “PerfectIt 3” or “PerfectIt 4”).

2.2.2. **Limited Term License.** As part of your Subscription, we provide use of or access to PerfectIt Classic software. You may install and use the PerfectIt Classic software in connection with your use of the Subscribed Services. You must uninstall the PerfectIt Classic software when your right to use it ends.

2.2.3. **No Software Sale.** The PerfectIt Classic software is licensed, not sold, and we reserve all rights to the PerfectIt Classic software not expressly granted by Intelligent Editing, whether by implication, estoppel, or otherwise.

### 2.3. PerfectIt Cloud Services and API Access.

2.3.1. **Cloud Service.** PerfectIt Cloud service is the version of PerfectIt available from the Microsoft Office Store, which works over the Internet, with automated updates and no installer. Your right to access or use PerfectIt Cloud services is provided as a service on a subscription basis. Each time that you access or use PerfectIt Cloud services, your Subscription will be verified. Certain limited information, including the Activation Information and information regarding your Microsoft account (the “Verification Information”) will be transmitted to us for this purpose only.

2.3.2. **User Interface.** If we provide access to PerfectIt Cloud services via our application-programming interface (“API”), when available, as part of the Subscribed Services, then subject to the other terms, we grant you a non-exclusive, personal, revocable, non-sublicensable and non-transferable right to interact with the API only to access, use, or otherwise interact with the Subscribed Services as allowed by the API.

### 3. Our Responsibilities

3.1. **Your Privacy.** Your privacy is important to us. Our Privacy Policy in Section 9 (the “Privacy Policy”) describes the types of data we collect from you and your devices (“Data”) and how we use your Data. The Privacy Policy also describes how we use your content, which is the files you upload through the Subscribed Services (“Your Content”). By using the Subscribed Services or agreeing to this Agreement, you consent to our collection, use and disclosure of Your Content and Data as described in the Privacy Policy. PerfectIt Classic software does not automatically collect or transmit Data or Your Content.

3.2. **Your Content.** We don’t claim ownership of Your Content. Your Content and your Data you upload remains your property and you are responsible for it. You warrant that any content provided by you does not belong to a third-party whose rights have been violated by the content being uploaded to the Subscribed Services.

#### 3.3. Service and Technical Support.

3.3.1. **Technical Support.** Technical support is provided via email and such other means as we decide to provide a proper service. Support is limited to no more than two hours per user per year. If you use PerfectIt Cloud service, we may use or access account and device information, error reports, and malware reports to provide service to you and to improve the Subscribed Services (the “Error Information”). If you use only the PerfectIt Classic software, you may choose to send Error Information to us so that we may provide service to you. The PerfectIt Classic software does not automatically collect or transmit any Error Information to Us, so we may not be able to provide technical support if you choose not to collect and send it to us. We reserve the right not to provide a full technical support service to free or trial account users.

3.3.2. **Service Level Goals.** We try to ensure that the Subscribed Services are available and functioning fully at all times. We strive to keep the PerfectIt Cloud services up and running; however, all online services suffer occasional disruptions and outages, and Intelligent Editing is not liable for any disruption or loss you may suffer. We strongly recommend that you regularly and completely backup all of Your Content and Data before running Subscribed Services.

### 4. Your Rights and Responsibilities

#### 4.1. Registration and Account Integrity

4.1.1. **Eligibility.** You must be a minimum age of 18 to register an account, access, and use the Subscribed Services. By registering and using the Subscribed Services you warrant you are 18 or older and understand your obligations under this Agreement.

4.1.2. **Individual Registration.** As part of the registration process you must create an account, including a username and password. You will ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an

account or username and password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. If you create an account on behalf of an entity, such as your business or employer, you represent that you have the authority to bind that entity to this Agreement. You cannot transfer your account to another user or entity. We reserve the right, with or without notice, to suspend or terminate any account in breach.

- 4.1.3. **Group Registration.** For group licenses, with more than 5 users, the installer does not require any Activation Information to be transmitted to us. For site licenses, with more than 45 users, if agreed in advance, we may provide a customized method for installing the PerfectIt Classic software on multiple devices in an organization (the “Custom Installer”). The Custom Installer does not require any Activation Information to be transmitted to us. If the organization’s users access or use PerfectIt Cloud services, because PerfectIt Cloud services operate online, it may automatically collect and transmit Personal Information or information about your computer software or hardware to us. Regardless of whether an organization uses a Custom Installer to install the PerfectIt Classic software, if individual users in that organization choose to access or use PerfectIt Cloud services, the terms of this Agreement will apply to that use.
- 4.1.4. **Multiple Devices.** If you comply with this Agreement, you may install and run the Subscribed Services on multiple devices, for use or access only by the licensed user. Where applicable, the Subscribed Services are linked to your Microsoft account. Only one user per Microsoft account may use or access the Subscribed Services on a licensed device at one time. The components of the Subscribed Services are provided for use or access as a single unit, and you may not separate or virtualize the components.
- 4.1.5. **Group Services.** Where we provide an organization with a number of user licenses for the Subscribed Services, this limit must be adhered to. Accounts and access rights cannot be shared. A breach of this clause will cause termination of the abused accounts and/or all accounts provided to the organization.
- 4.1.6. **Group, Work or School Accounts.** If you have received the right to access or use the Subscribed Services via a group, work or school, or you are using a group, work or school email address to create an account, you agree that the owner of the domain associated with your email address may control and administer your account, and access and process your data, including the contents of your communications and files. You further agree that your use of the Subscribed Services may be subject to additional agreements that we have with your organization.
- 4.1.7. **Internet Connection.** For the PerfectIt Cloud services, you’ll need an internet connection. We will not reimburse you for any costs of your internet connection.

4.1.8. **Account Integrity.** To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your account. If you suspect that your username and password has been obtained by another party you should contact us immediately.

## 5. Terms and Conditions of Use

### 5.1. PerfectIt Classic Software.

5.1.1. **Acceptable Use.** You may use the PerfectIt Classic software and the Subscribed Services only in accordance with this Agreement. You may not circumvent, bypass, disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any PerfectIt Classic software or other aspect of the Subscribed Services included in or accessible through the Subscribed Services. You may not attempt to derive the source code of, modify, decrypt, or create derivative works of the PerfectIt Classic software or any Subscribed Services; publish, copy, rent, lease, sell, export, import, distribute, or lend the PerfectIt Classic software or the Subscribed Services, unless we expressly authorize you to do so. You may not enable access to the Subscribed Services by unauthorized third-party applications; or access the Subscribed Services or use the PerfectIt Classic software to build a competitive Subscribed Services or product, or copy any feature, function or graphic for competitive purposes.

5.1.2. **Software Updates.** There are no automatic updates to the PerfectIt Classic software. You will receive email notification when major updates become available. You can also check for updates on our website. Failure to install updates may affect your ability to use certain features and functionality.

5.1.3. **Multiple Devices.** If you comply with this Agreement, we grant you the license to install and use one copy of the PerfectIt Classic software per device on a worldwide basis for use by only one person as part of your use of the Subscribed Services during the Subscription Period. The PerfectIt Classic software or website that is part of the Subscribed Services may include third-party code. Any third-party scripts or code, linked to or referenced from the PerfectIt Classic software or website, are licensed to you by the third parties that own such code, not by Intelligent Editing. Notices, if any, for the third-party code are included for your information only.

### 5.2. PerfectIt Cloud Services.

5.2.1. **Notice and Consent for Internet-Based Services.** If you are running the PerfectIt Cloud service, you will not receive a separate notice when it connects to the Internet. Each time that you access or use PerfectIt Cloud services, your Verification Information will be transmitted to us to verify your Subscription. If you choose to use or access any of these features, you agree to send or receive information about your document to our servers. No such information is sent from PerfectIt Classic software. You may choose not to use the PerfectIt Cloud service.

5.2.2. **Acceptable Use.** You may use the PerfectIt Cloud service and the Subscribed Services only in accordance with this Agreement. You may not use or access these services in any way that could harm them or impair anyone else's use of or access to them. You may not use or access the Subscribed Services to gain unauthorized access to any service, data, account or network by any means. You may not use the API in a manner, as reasonably determined by us, that exceeds reasonable request volume or constitutes excessive or abusive usage. If any of these misuses occur, we can suspend or terminate your access on a temporary or permanent basis.

5.2.3. **Changes to API.** We may change or remove existing endpoints or fields in API results upon at least 30 days' notice to you. We may add new endpoints or fields in API results without prior notice. If offered, the API is provided on an AS-IS and WHEN AVAILABLE basis. We have no liability to you because of any change, temporary unavailability, suspension, or termination of access to the API.

### 5.3. Additional Conditions of Use.

5.3.1. **No Ownership of Any Subscribed Service.** The software, workflow processes, user interface, designs, know-how, PerfectIt Classic software, PerfectIt Cloud services, and other technologies we provide as part of the Subscribed Services are the proprietary property of us and our licensors. All right, title and interest in such items, including all associated intellectual property rights, remain ours. If you learn of any claims relating to the PerfectIt Classic software or the Subscribed Services, you agree to use reasonable efforts to promptly provide notice of any such claims to us.

5.3.2. **Intellectual Property.** This Agreement does not grant you any rights to use any trademarks, logos or service marks belonging to us. Your rights to access PerfectIt Classic software or any Subscribed Service on any device do not give you any right to implement Intelligent Editing patents or other Intelligent Editing intellectual property in software or devices that access that device.

5.3.3. **Copyrighted Material.** We do not condone or encourage the uploading, submitting, or posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.

5.3.4. **Non-Exhaustive.** The provisions above are not intended to be exhaustive. We reserve the right to remove, with or without notice, any content and suspend or terminate, with or without notice, the account of any user who, in our sole judgment, is in breach of this Agreement.

5.3.5. **Breach of Acceptable Use.** If you breach any of the restrictions in Section 4 Your Rights and Responsibilities or Section 5 Terms and Conditions of Use, we may terminate your account and Subscription, and you may be subject to prosecution and damages.

## 5.4. Updates and Changes to Subscribed Services.

5.4.1. **Updates to Services.** We may occasionally provide enhancements or improvements to the features/functionality of the Subscribed Services, which may include patches, bug fixes, updates, upgrades and other modifications (“Updates”). Updates are subject to this Agreement.

5.4.2. **Changes to Features.** Updates may modify or delete certain features and/or functionalities of the Subscribed Services. We reserve the right to change the features offered at any time and without notice to you. Except to the extent required by law, we have no obligation to provide a re-download or replacement of any material. We may release Updates to the Subscribed Services in a beta version, which may not work correctly or in the same way the final version may work. We have no obligation to provide any Updates, or continue to provide or enable any particular features and/or functionalities of the Subscribed Services to you.

## 6. Fees and Payment for Subscribed Services

### 6.1. Pricing Plans and Changes

6.1.1. **Current Pricing.** Current pricing and plans are listed on the pricing page on our website (the “Subscription Fee”). The Subscription Fee does not include any applicable taxes. You are responsible for any and all applicable taxes.

6.1.2. **Price Changes.** We may change the price of the Subscription at any time. If you have a recurring purchase, we will notify you by email at least 15 days before the price change. If you do not agree to the price change, you must cancel the Subscription and stop using the Subscribed Services before the price change takes effect. If there is a fixed term and price for your Subscription, that price will remain in force for the fixed term.

### 6.2. Payment and Credit Control

6.2.1. **Advance Billing.** All Subscriptions are billed and must be paid annually in advance. You will not gain access to or use of the Subscribed Services until payment is received.

6.2.2. **Converting from Trial.** If you upgrade from a free account you will be immediately charged for the full amount of the Subscription. The date of upgrade will become your regular annual billing date and your annual fee will be due from that date each year onwards.

## 7. Term, Cancellation, and Termination

7.1. **Term of Agreement.** This Agreement commences on the date you first accept it and continues until all Subscriptions you have with us have expired or have been terminated.

- 7.2. **Subscription Period.** The term of each Subscription is one year unless otherwise stated at checkout. The license to use and access the Subscribed Services is granted to you for a Subscription Period and any later renewal term you choose (each “Renewal Term”). The Initial Subscription Period and each Renewal Term shall be collectively called the “Subscription Period.” The Subscription Period shall be effective from the actual date of your Subscription.
- 7.3. **Termination of Account.** You can terminate your account at any time. If this Agreement has been breached, we may terminate your account or your Subscription, at any time, with or without notice.

## 8. Beta Tests, Previews, and Trial Periods

- 8.1. **Discretionary Offer and Use.** We may make Beta Tests, Previews, and Trial Periods available to you. Beta Tests, Previews, and Trial Periods are offered at our sole discretion and are subject to withdrawal at any time and without notice. Unless otherwise stated, any Beta Tests, Previews, and Trial Periods will expire fourteen days from the start date of any Beta Test, Preview, or Trial Period. We may change or discontinue Beta Tests, Previews, and Trial Periods at any time without notice. We also may choose not to release a Beta Test, Preview, or Trial into general availability.
- 8.2. **Limited Access and Support.** Only one person may use a single free or trial account, the account cannot be shared among multiple individuals. Beta Tests, Previews, and Trial Periods are intended for evaluation and not for consumer or commercial use. They are provided “as-is,” “with all faults,” and “as-available,” and we are not liable for any harm or damage relating to a them. Beta Tests, Previews, and Trial Periods may not be covered by customer support and may be subject to reduced or different security, compliance, and privacy commitments. Beta Tests, Previews, and Trial Periods are not considered Subscribed Services under this Agreement, however, all restrictions, our reservation of rights and your obligations, shall apply equally to your use of Beta Tests, Previews, and Trial Periods.

## 9. Privacy Policy

- 9.1. **About this Section.** This section informs you of our policies regarding the collection, use and disclosure of Personal Information when you use the Subscribed Services.
- 9.2. **Personal Information.** While purchasing the Subscribed Services, we ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name, phone number, postal address, other information (“Personal Information”).
- 9.3. **Information Collection and Use.** During activation of the Subscribed Services, we will ask you to enter and transmit Activation Information. Your name and email address is the only Personal Information included in Activation Information. The Activation Information



is used for verification purposes only so that we may activate your access to the Subscribed Services. The PerfectIt Classic software will not automatically collect or send any Personal Information or information about your computer software or hardware to us.

- 9.4. **How We Use Your Information.** We will not use or share your information with anyone except as described in this Privacy Policy. We use your Personal Information for providing and improving the Subscribed Services. By using the Subscribed Services, you agree to the collection and use of information under this policy.
- 9.5. **Log Data.** If you use PerfectIt Cloud services, we may also collect information that your browser sends whenever you visit the Intelligent Editing website or use the PerfectIt Cloud service (“Log Data”). This Log Data may include information such as your computer’s IP address, operating system, browser type, browser version, the pages of the Intelligent Editing website you visit, the time and date of your visit, the time spent on those pages and other statistics. PerfectIt Classic software does not create or send Log Data.
- 9.6. **Cookies.** Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer’s hard drive. If you use PerfectIt Cloud services, we may use “cookies” to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of the Subscribed Services. PerfectIt Classic software does not use cookies.
- 9.7. **Service Providers.** For PerfectIt Cloud services, we may employ third-party companies and individuals to facilitate providing the Subscribed Services, to provide the Subscribed Services on our behalf, or to perform services related to the Subscribed Services. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.
- 9.8. **Communications.** We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may interest you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.
- 9.9. **Compliance with Laws.** We will disclose your Personal Information where required to do so by law or under an order of a court of competent jurisdiction, or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of the Subscribed Services.
- 9.10. **Security.** The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. As such we make

no warranties as to the level of security afforded to your data, except that we will always act under the UK and EU legislation. PerfectIt Classic software does not automatically transmit any information over the Internet.

- 9.11. **International Transfer.** If you use PerfectIt Cloud services, your information, including Personal Information, may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. If you are located outside United Kingdom and provide information to us, we may transfer the information, including Personal Information, to the United Kingdom and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. If a dispute arises regarding the international transfer of data, you agree that the courts of England and Wales shall have exclusive jurisdiction over the matter.
- 9.12. **Links to Other Sites.** The Subscribed Services may contain links to other sites not operated by us. If you click on a third-party link, you will be directed to that third-party's site. We strongly advise you to review the privacy policy of every site you visit. We have no control over, and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.
- 9.13. **Children's Privacy.** Our Service addresses no one under the age of 16 ("Children"). We do not knowingly collect personally identifiable information from children under 16. If you are a parent or guardian and you know that your Children has provided us with Personal Information, please contact us. If we learn we have collected Personal Information from a child under age 16 without verification of parental consent, we try to remove that information from our servers.
- 9.14. **Changes to This Privacy Policy.** We may update our Privacy Policy occasionally. If we change this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website. You are advised to review the Privacy Policy periodically for any changes. Changes to the Privacy Policy are effective when posted.

## **10. Warranties, Disclaimers, and Limitation of Liability**

- 10.1. **NO WARRANTIES.** THE SUBSCRIBED SERVICES ARE PROVIDED TO YOU "AS-IS" AND "AS-AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INTELLIGENT EDITING, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBSCRIBED SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE

FOREGOING, INTELLIGENT EDITING PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SUBSCRIBED SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. WE DO NOT WARRANT THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH THE SUBSCRIBED SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. WHILE WE TAKE REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SUBSCRIBED SERVICES, WE DO NOT GUARANTEE THAT THE SUBSCRIBED SERVICES AND THE ACCESS TO THE WEBSITE CANNOT BE COMPROMISED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. NO LICENSOR, DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

**10.2. No Representations.** Without limiting the foregoing, we make no representation or warranty of any kind, express or implied: on the operation or availability of the Subscribed Services, or the information, content, and materials or products included thereon; that the Subscribed Services will be uninterrupted or error-free; on the accuracy or reliability of any information or content provided through the Subscribed Services; or that the Subscribed Services, its servers, the content, or e-mails sent from or on behalf of Intelligent Editing are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

**10.3. Limitation of Liability.** If you have any basis for recovering damages (including breach of this Agreement), you agree that your exclusive remedy is to recover damages up to an amount equal to your Subscription fee for the year during which the breach occurred. You can recover no other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to this Agreement, the Subscribed Services, or the PerfectIt Classic software related to the Subscribed Services.

**10.4. Indemnity.** You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third-party arising from your breach of this Agreement while using the Subscribed Services or any other service provided by us.

## **11. Changes to this Agreement**

**11.1. Right to Change; Notice.** We reserve the right, at our sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30

days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

- 11.2. Continued Use.** Using the Subscribed Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Subscribed Services.

## **12. Contracting Entity, Choice of Law, Jurisdiction**

- 12.1. Contracting Entity; Choice of Law and Place to Resolve Disputes.** For all Subscribed Services, you're contracting with Intelligent Editing Ltd, which is headquartered in the United Kingdom. The laws of England and Wales, excluding its conflicts of law rules, shall govern this Agreement and your use of the Subscribed Services. Your use of the Subscribed Services may also be subject to other local, state, national, or international laws. This Agreement is subject to the exclusive jurisdiction of the courts of England and Wales.

- 12.2. The Consumer Rights Act 2015.** This Agreement is written in accordance with the Consumer Rights Act 2015. Should this Agreement conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply where you use the Subscribed Services strictly as a consumer only.

## **13. General Provisions**

- 13.1. Entire Agreement.** The Agreement constitutes the entire agreement between you and Intelligent Editing regarding your use of the Subscribed Services and supersedes all prior and contemporaneous written or oral agreements between you and Intelligent Editing. If you later use or purchase other services from us, you may be subject to additional terms and conditions.
- 13.2. Survival.** The terms in Section 2 Description of Subscribed Services, Section 4 Terms and Conditions of Use, Section 9 Privacy Policy, Section 10 Warranties, Disclaimers, and Limitations of Liability, Section 12 Contracting Entity, and Section 13 General Provisions will survive termination or expiration of this Agreement.
- 13.3. Severability.** If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under law and the remaining provisions will continue in full force and effect.
- 13.4. Waiver.** Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any later breach.
- 13.5. No Agency.** This Agreement creates no agency, partnership, or joint venture.

- 13.6. **Contracting Authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the authority to sign this Agreement on that entity's behalf.
- 13.7. **Force Majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of PerfectIt Cloud services)). This section will not, however, apply to your payment obligations under this Agreement.
- 13.8. **Your Suggestions.** Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to us regarding the Subscribed Services will be the sole and exclusive property of Intelligent Editing. We may use, copy, modify, publish, or redistribute the Suggestions for any purpose and without any credit or any compensation to you.
- 13.9. **No Assignment.** Neither party may assign or transfer this Agreement or an order to a third-party, except this Agreement may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- 13.10. **No Statements.** You may issue no press releases or make any other public statements regarding this Agreement, its terms, or the relationship of the parties, without our express prior written approval, which may be withheld at our discretion.

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