



**Date:** April 21, 2020  
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## General Terms and Conditions

(April 2020)

Your use of Rightly's products, software, services (including any services provided to you by Rightly under a separate written agreement, except when specifically indicated to the contrary) ("Services") is subject to these Terms and Conditions (this "Agreement").

### 1. Use of Services

Please read this Agreement carefully before using the Services. By accessing the Services, you acknowledge and agree that you have read this Agreement, are at least eighteen (18) years of age, and wish to be bound by the terms and conditions set forth in this Agreement. If you are not at least eighteen (18) years of age or do not wish to be bound by this Agreement, you are not authorized to use the Services. Additional terms and conditions may apply to certain Services, and your use of such Services indicates your agreement to such terms and conditions. We reserve the right to modify the Agreement at any time. You agree to review this Agreement periodically to be aware of such modifications. You further agree that your continued use of the Services shall be deemed to be your conclusive acceptance of any modified Agreement. We will indicate that changes to this Agreement have been made by updating the date indicated after "Last Modified" at the end of this Agreement. If you do not agree to abide by any modified version of this Agreement, you are not authorized to use the Services. A current version of this Agreement is accessible via the footer at [www.rightlyip.com](http://www.rightlyip.com). You acknowledge and agree that Rightly may, under exceptional circumstances required by necessary technical changes or comparable measures, stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Rightly's sole discretion, without prior notice. You

agree to use the Services only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation

or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the European Union, United States or other relevant countries).

## 2. Definitions

2.1 “Customer” means the legal entity or individual that enters into this Agreement by using the Services or, where applicable, as described on the Signature Page.

2.2 “Customer Data” means data, information or material provided or submitted by Customer or any User to Rightly in the course of utilizing the Services. Accuracy, quality, deadlines and correctness of data provided by the Customer for any use of the Services is the Customer’s sole responsibility.

2.3 “Rightly Content” means Rightly-supplied text, audio, video, graphics and other information and data available by means of the Services.

2.4 “User” means one of Customer’s employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer’s internal business affairs who are authorized to use the Services and have been supplied User identifications and passwords by Customer (or by Rightly at Customer’s request). A single User may also have credentials associated with several Customers, in which case selecting the correct Customer for any use of the Services is the User’s responsibility.

2.5 “Free Services” means the Services or other products or features made available by us to you on an unpaid trial or free basis. Free services include but is not limited to trial accounts, guest accounts or any other access to service without any charge. Definitions of Free Services may be specified on email invitation, on web page, or any other way.

2.6 “End-User” means one of Customer’s clients expressly permitted by Customer in connection with Customer’s internal business affairs who

are authorized to use the Services and have been supplied User identifications and passwords by Customer (or by Rightly at Customer's request).

### 3. User Accounts

3.1 Accurate Information in order to access certain Services, you may need to create a user account ("Account"). You agree that any information you provide to us will be accurate, complete and current information at all times. By providing the information you agree that any information, including personal data may be processed by Rightly as the data controller in accordance with its Privacy Policy and applicable legislation.

3.2 Users who create an Account will obtain a user ID and password (collectively, "Profile"). You agree not to allow any third party to use your Profile to access the Services and to safeguard your Profile so as not to enable any third party to access the Services. You agree to be responsible for failure to safeguard your Profile and allowing any other person or entity to access the Services by using your Profile or otherwise by using your Account. No part of a Profile or Account may be transferred or sold by you to another party. You agree to notify Rightly immediately of any unauthorized use of your Profile, Account or the Services. You agree that Rightly shall not be liable for any loss that results from the unauthorized use of your Profile or Account, either with or without your knowledge.

3.3 You agree that we have the right to cancel your Account and/or revoke your Profile for any reason at any time, at our sole discretion, if you fail to comply with any provision of this Agreement.

3.4 In order to provide End-Users with access to certain Services, you may need to create an End-User Account ("End-User-Account". Users who create an End-User-Account will obtain a user ID and password for the End-User ("End-User-Profile"). You agree to be responsible for failure to safeguard your End-User-Profile and allowing any other person or entity to access the Services by using your Profile, the End-User-Profile or otherwise by using your Account or End-User-Account.

#### 4. Intellectual Property

The Services contain copyrighted material, trademarks and other proprietary information of Rightly and its licensors (including third party information providers) that has been created, developed and maintained at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparable harm Rightly and its licensors. Without limiting the scope of the intellectual property rights of Rightly and its licensors, you acknowledge that Rightly and/or its licensors own intellectual property rights in (i) the Services; (ii) the content contained within the Services (including the selection, coordination, and arrangement of the Services); and (iii) the trademarks used in connection with the Services. Content available through the Services are exclusively for your personal and internal professional use only and may not be modified, reverse engineered, redistributed, sold, publicly displayed, licensed, rented, or otherwise provided to a third party or commercially exploited except as expressly provided in this Agreement. We do not grant you any license, express or implied, to the intellectual property of Rightly except for the limited license to use the Service as expressly set forth in this Agreement. We grant you a limited license to redistribute one copy of content available via the Services to each of your co-workers and professional clients. Nothing in this Agreement gives you a right to use any of Rightly's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services, and shall reproduce such notices on all authorized copies of the Rightly Content you obtain from the Services. You agree that you will not commit or permit any act or omission by your agents, employees, or any third party that would impair the intellectual property rights of Rightly and its licensors in the Services or Rightly Content.

#### 5. Third Party

Content Rightly re-distributes (but does not publish) certain content supplied by third parties and has no editorial control over such content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including those made in publications made available to you by our Services, are those of the respective author(s) or publisher(s) and not of Rightly. Our third

party content providers may restrict access to their content and data for specified user(s) and, accordingly, Rightly reserves the right to restrict access to the affected Rightly Content as required by the third party content provider. The use of third party trademarks or other intellectual property as contained in the Services is for information purposes only and Rightly claims no rights to such intellectual property and grants no license thereto.

## 6. Purchases

6.1 Certain of our Services (e.g. Online Brand Protection) are offered for sale through the website. In the event you wish to purchase any of these Services, you will be asked by Rightly or an authorized third party on Rightly's behalf to supply certain information to us such as your full name, address and credit card and/or other billing information. You agree to provide us or such third party with accurate, complete and current information at all times, and to comply with the terms and conditions of any ancillary agreement that you may enter into which governs your purchase of Services. You shall be responsible for all charges made under your Account as well as for any applicable taxes.

6.2 Your right to any Services that are available is conditional on our receipt of the appropriate payment for such Services. If such payment cannot be charged to your credit card or if a charge is refunded for any reason, including chargeback, or, in the case of billed charges, if prompt payment of our bills is not rendered, you agree that we reserve the right to cancel your order and/or suspend or terminate your Account.

6.3 In addition to other applicable remedies, Rightly reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate this Agreement, upon five days' email notice, if Customer no longer has a license in force. Customer's site may be reinstated by purchasing more licenses.

6.4 You acknowledge and agree that your only remedy for failures, delays or interruptions with respect to Services ordered by you is limited to a refund for such Services, at Rightly's sole discretion. All Services are acquired by you "as is" and "where is".

6.5 We attempt to be as accurate as possible in describing Services (including pricing) offered for purchase; however, we do not warrant that

all such descriptions are complete, current or error-free. Rightly strives to continually improve the Services and accordingly, may make improvements, changes, modifications and updates to the features, presentation, format and information of the Rightly Content available via the Services.

## 7. Free Services Including Guest and Trial Account

7.1 Customer acknowledges that using the Service without any charge, the Customer has limited rights to use Services. By using Rightly services provided to you on, from, or through the Rightly website or an invitation email, you signify to these General Terms and Conditions. If you do not agree to any of these terms, please do not use the Service.

7.2 In the event of a conflict between the terms set forth in any of the other sections of this Agreement and the terms set forth in this “Free Services Including Guest and Trial Account” section, the terms in this “Free Services Including Guest and Trial Account” section will control with respect to your use of the Free Services.

7.3 Notwithstanding anything to the contrary in this Agreement, limits may apply to our Free Services. These limits may be specified only within the Free Services. We may change the limits that apply to your use of our Free Services any time in our sole discretion without notice to you.

7.4 If you register for a guest account of the Free Services, we will make the Free Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not earlier terminated) or (b) the start date of your paid license fee. If we include additional terms and conditions on the guest account registration web page or on account invitation email, those terms will apply as well. Unless you purchase a license to the Service before the end of the Free Services, we may permanently delete all of your data and we will not recover it.

7.5 We may suspend, limit, or terminate the Free Services for any reason at any time without any notice.

## 8. Disclaimer for Customer Data

8.1 The Services are meant to be used by legal professionals. If you are not a legal professional, we encourage you to engage a legal counsel to interpret and investigate the data before it is delivered to Rightly to setup Accounts and End-User-Accounts.

8.2 Any assessments made by our system relating to deadlines are based upon the system's interpretation of the Customer Data you provided in your disclosure to us. Rightly takes no responsibility for correctness, accuracy or quality of the Customer Data you provide. Our system does not practice law; therefore, you are encouraged to engage legal counsel to assess the information we make available to you.

8.3 You understand and agree that, if requested by you, Rightly may assign on your behalf your request for Online Brand Protection services to an independent legal professional ("Independent Legal Professional") to perform searches and takedown services. Rightly will require such Independent Legal Professional to sign a confidentiality agreement which will, among other things, prohibit the unauthorized use or disclosure of confidential information and trade secrets. Rightly, and its officers and directors, shall not be liable for any unauthorized use or disclosure of confidential information and trade secrets by Independent Legal Professional, and you hereby waive any such claim, demand, or cause of action against Rightly, its officers and directors.

## 9. GENERAL DISCLAIMER OF WARRANTIES

9.1 YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER RIGHTLY NOR ITS THIRD PARTY INFORMATION PROVIDERS MAKE ANY REPRESENTATION OR WARRANTY (i) AS TO THE ACCURACY, CORRECTNESS, TIMELINESS, COMPLETENESS OR USEFULNESS OF THE SERVICES OR ANY CONTENT APPEARING IN THE SERVICES AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SERVICES OR ANY CONTENT APPEARING IN THE SERVICES, OR (ii) GENERALLY FOR THE ACCURACY, RELIABILITY, OR QUALITY OF THE SERVICES OR ANY CONTENT APPEARING IN THE SERVICES. RIGHTLY IS NOT RESPONSIBLE FOR ANY FAILURES, DELAYS OR INTERRUPTIONS OF THE SERVICES. THE SERVICES ARE PROVIDED TO YOU "AS IS" AND

RIGHTLY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO YOU, EITHER EXPRESS OR IMPLIED. SPECIFICALLY, RIGHTLY (FOR ITSELF AND ITS THIRD PARTY INFORMATION PROVIDERS) DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL RIGHTLY OR ITS THIRD PARTY INFORMATION PROVIDERS BE LIABLE, IN WHOLE OR IN PART, FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE SERVICES OR CAUSED BY YOUR CONDUCT OR FOR ANY LOSS OR INJURY CAUSED BY NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPLYING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION AND THE RIGHTLY CONTENT OBTAINED THROUGH THE SERVICES. RIGHTLY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES, AND THE OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

#### 10. LIMITATION OF LIABILITY

10.1 IN NO EVENT SHALL RIGHTLY (OR ITS THIRD PARTY INFORMATION PROVIDERS) BE LIABLE FOR ANY LOSSES, EXPENSES, COSTS, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS OR BUSINESS, OR ANTICIPATED LOST PROFITS OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIGHTLY'S OR ITS AFFILIATES' (OR THEIR THIRD PARTY INFORMATION PROVIDERS') AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT IS LIMITED TO EUR 1,000 OR THE AMOUNT OF THE FEE PAID BY YOU FOR A PARTICULAR ORDER (WHICHEVER IS LESS).

10.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF

LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN SECTIONS 9 OR 10 HEREOF MAY NOT APPLY TO YOU.

10.3 NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY ARISING UNDER SECTIONS 4, 11, 12 OR 15 OF THIS AGREEMENT.

#### 11. Indemnification

You agree to indemnify, defend and hold Rightly, its officers, directors, affiliates and third party information providers harmless from any claim, expense or demand, including without limitation reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

#### 12. Restrictions on Use of the Services

Customer may not alter, resell, redistribute (except for the limited license to redistribute set forth in Section 4) or sublicense the Services or the Rightly Content or provide it as a service bureau. Customer agrees not to reverse engineer the Services or their software or other technology. Customer will not use or access the Services to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Services, (iii) make derivative works based upon the Service or the Rightly Content, (iv) copy any features, functions or graphics of the Services or the Rightly Content, (v) advance purposes other than trademark risk analysis, or (vi) establish an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes, or for employment. Customer will not "frame" or "mirror" the Services. Use, resale or exploitation of the Services and/or the Rightly Content except as expressly permitted in this Agreement is prohibited.

12.1 In the event of breach of the obligations set forth in section 12 above the Customer shall pay to Rightly EUR 25,000 as liquidated damages, and Rightly shall be entitled to recover additional damages in accordance with Danish Law. Payment of the liquidated damages shall not relieve the Customer of its obligations under this Agreement. Rightly

shall be entitled to injunctive relief from a court of competent jurisdiction in addition to all other applicable remedies.

### 13. Additional Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.

### 14. Customer Data and Privacy

14.1 Rightly is committed to safeguarding your privacy. The terms regulating the handling of personally identifiable and other information in connection with the Services is described in our Privacy Policy, which can be accessed via the footer of the website's homepage.

14.2 All Customer Data submitted by Customer to Rightly, whether posted by Customer or by Users, will remain the sole property and confidential information of Customer or such Users to the full extent provided by law.

14.3 Subject to the terms and conditions of this Agreement, Customer grants to Rightly a non- exclusive limited license to use, copy, store, transmit and display Customer Data solely to the extent reasonably necessary to provide and maintain the Service for the Customer.

14.4 Rightly may aggregate anonymous statistical data regarding use and functioning of its system by its various Users. Such aggregated statistical data will be the sole property of Rightly.

14.5 Rightly will use industry standard security measures to protect Customer Data against unauthorized disclosure or use.

### 15. Confidentiality

15.1 "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would

reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

15.2 Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

15.3 Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) years after the termination or expiration of this Agreement.

15.4 Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

15.5 In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

## 16. Term and Termination

16.1 The Term commences immediately upon the electronic approval of this Agreement by the Customer using the Services. Rightly, in its sole discretion, may suspend or terminate Customer's username and password, account, or use of the Service and/or terminate this Agreement if Customer materially breaches this Agreement and such breach has not been cured within 30 business days of notice of such breach.

16.2 For specific Services under a written agreement in accordance with Section 6.2, the agreement period is specified in said agreement. The agreement shall automatically renew with the equivalent Agreement Period unless the Parties agree terminate the agreement by giving notice to the other no less than 10 business days. If Rightly discontinues any part of the Services (without making an equivalent Service available), Rightly will give the Customer at least 60 days' prior written notification.

16.3 The following provisions will survive termination: all definitions, Customer's accrued financial obligations, the license to Customer Data to the extent reasonable for Rightly's discharge of its post-termination obligations, and the following Sections and paragraphs under this Agreement: Section 2 (Definitions), Section 4 (Intellectual Property), 8, 9 and 10 (Disclaimers and Limitations), 11 (Indemnification), Section 12 (Restrictions on Use of the Service), Section 14 (Customer Data and Privacy), Section 15 (Confidentiality), Section 16.3 (Survival of Provisions), Section 18 (Notice), Section 19 (Assignment), Section 20 (Arbitration and Governing Law) as well as 21 (General).

## 17. Links

Rightly and/or third parties may provide links to other websites of possible interest to you. Because we have no control over such websites, you acknowledge and agree that we are not responsible for the availability of such websites and do not endorse and are not responsible or liable for any content, advertising, services, software, products, or other materials on or available from such websites. You also acknowledge and agree that Rightly shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content,

advertising, services, software, products, or other materials on or available from such websites. All such websites shall be subject to the policies and procedures of the owner of such websites.

#### 18. Notice

Rightly may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by courier or 12 hours after sending (if sent by email), or, if earlier, when received. Customer may give notice to Rightly by email to [info@rightlyip.com](mailto:info@rightlyip.com). A party may, by giving notice, change its applicable address, email, or other contact information.

#### 19. Assignment

This Agreement may not be assigned by Customer without the prior written approval of Rightly but may be assigned by Rightly to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Rightly's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This agreement may be enforced by and is binding on permitted successors and assigns.

#### 20. Arbitration and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Denmark, without regard to the principles of conflicts of law of any jurisdiction. Both parties shall use their best efforts to settle by amicable negotiations any disputes which may occur between them arising out of or relating to this Agreement; the existence, validity, termination, interpretation of any term hereof; and disputes regarding your use of the Services. If the parties fail to reach an amicable settlement within thirty (30) days of the initiation of such amicable negotiations, either party may refer such dispute to binding arbitration. The language to be used in the arbitral proceedings shall be English. The arbitration will be held in accordance with the Arbitration Rules of the Danish Institute of Arbitration in effect at the time of the arbitration (the "ICC Arbitration Rules"); the Danish Institute of Arbitration shall be

the appointing authority and responsible for administering any arbitration hereunder in accordance with the ICC Arbitration Rules; and the place of arbitration shall be in Copenhagen, Denmark. The arbitration shall be conducted by a single arbitrator who shall be a professional, legal or otherwise, but shall not be, or have previously been associated with either party (the “Arbitrator”). The arbitral award shall be final, binding and non-appealable. The Arbitrator’s award must be reasoned and issued in writing within thirty (30) days of the hearing, unless otherwise agreed to by Rightly and you. Notwithstanding the foregoing, in recognition of the irreparable harm that a breach by you of the intellectual property rights of Rightly or its licensors would cause, Rightly may seek an injunction against such violation or breach in a court of competent jurisdiction.

## 21. General

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement, along with any other terms and conditions regulating use of the Services, sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The provisions of this Agreement and any ancillary terms and conditions will survive termination or expiration to the extent necessary to carry out the intentions of the parties. To the extent our third party information providers are expressly stated in this Agreement, they are a third party beneficiary to this Agreement.