

Klarytee EULA

PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE

This licence agreement (Licence) is a legal agreement between you (Licensee or you) and Klarytee Ltd of 86-90 Paul Street, London, EC2A 4NE (Licensor, us or we) for:

- Klarytee Add-in computer software extension to Microsoft Office, the data supplied with the software, (Software); and
- Printed materials and electronic documents (Documents). We license use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

IMPORTANT NOTICE TO ALL USERS: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE OR DOCUMENTS, OR ATTEMPTING TO DO ANY OF THESE, YOU HAVE ACCEPTED THE TERMS OF THIS LICENSE. IF YOU DO NOT INTEND TO ACCEPT THEM, YOU HAVE NO RIGHT TO (AND MUST NOT) DOWNLOAD OR USE THE SOFTWARE OR DOCUMENTS. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 4.1 AND CONDITION 5.

You should print a copy of this Licence for future reference.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of payment of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to use the Software and the Documents on the terms of this Licence.

1.2 You may:

- (a) download, install, and use the Software for your internal business purposes only;
- (b) receive and use any free supplementary software code or update of the Software incorporating “patches” and corrections of errors as may be provided by us from time to time; and
- (c) use any Documents in support of the use permitted under Condition 1.2 and make copies of the Documents as are reasonably necessary for its lawful use.

2. RESTRICTIONS

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documents except where such copying is incidental to

normal use of the Software, or where it is necessary for the purpose of backup or operational security;

(b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;

(c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of the Software with another software program; and

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software which is substantially similar to the Software;

(e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

(f) to supervise and control the use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

(g) to include our copyright notice on all entire and partial copies you make of the Software on any medium;

(h) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us; and

(i) to comply with all applicable technology control or export laws and regulations

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.

3.2 You acknowledge that you have no right to have access to the Software in source code form.

4. LIMITED WARRANTY

4.1 We warrant that:

- (a) the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and
- (b) that the Documents correctly describe the operation of the Software in all material respects or a period of 30 days from the date of your installation of the Software (Warranty Period).

4.2 If within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 The warranty does not apply:

- (a) if the defect or fault in the Software results from you having altered or modified the Software; and
- (b) if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence.

5. LIMITATION OF LIABILITY

5.1 You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is, therefore, your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

5.2 We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.

5.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation; where any of the losses set out in Condition 5.3(a) to Condition 5.3(e) are direct or indirect; or
- (f) any special, indirect, or consequential loss, damage, charges or expenses.

5.4 Other than the losses set out in Condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of one month's Licence Fee. This maximum cap does not apply to Condition 5.5.

5.5 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other terms concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.2 On termination for any reason: (a) all rights granted to you under this Licence shall cease; (b) you must immediately cease all activities authorised by this Licence; and (c) you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody, or control and, in the case of destruction, certify to us that you have done so.

7. COMMUNICATIONS BETWEEN US

7.1 We may update the terms of this Licence at any time on notice to you in accordance with this Condition 7. Your continued use of the Software and Documents following the deemed receipt and service of the notice under Condition 7.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

7.2 If we have to contact you, we will do so by email you provided in accordance with your registration of the Software.

7.3 Note that any notice:

- (a) given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
- (b) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

7.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Condition 8.2.

8.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks

8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

9.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our [Privacy Policy](#) and it is important that you read that information.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under this Licence to another

organisation, but this will not affect your rights or our obligations under this Licence.

10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

10.3 This Licence and any document expressly referred to in it constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

10.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing signed by us, and that will not mean that we will automatically waive any later default by you.

10.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

10.6 This Licence, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

Privacy policy

Consent to installation of the App

Under data protection laws, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data. This information is provided in this privacy policy and it is important that you read that information.

BY DOWNLOADING, INSTALLING, OR USING THE KLARYTEE ADD-IN, OR ATTEMPTING TO DO ANY OF THESE, YOU ARE CONSENTING TO OUR PROCESSING OF YOUR PERSONAL DATA (INCLUDING YOUR NAME, CONTACT DETAILS, FINANCIAL AND

DEVICE INFORMATION) AS DESCRIBED IN THIS POLICY. IF YOU DO NOT CONSENT, YOU MUST NOT DOWNLOAD OR USE THE SOFTWARE.

How you can withdraw consent

Once you provide consent, you may change your mind and withdraw consent at any time by contacting us legal@klarytee.com but that will not affect the lawfulness of any processing carried out before you withdraw your consent. Klarytee Ltd. (we) are committed to protecting your personal data and respecting your privacy.

Introduction

This policy together with our [end-user licence agreement](#) (EULA) and any additional terms of use incorporated by reference into the EULA, together our Terms of Use) applies to your use of:

- Klarytee add-in computer software extension to Microsoft Office (App) available on Microsoft Appsource or Microsoft Office Add-in Store, once you have downloaded or streamed a copy of the App onto your computing device (Device).
- Any of the services accessible through the App (Services) that are available on the App Site or other sites of ours (Services Sites), unless the EULA states that a separate privacy policy applies to a particular Service, in which case that privacy policy only applies. This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. This App is not intended for children, and we do not knowingly collect data relating to children. Please read the following carefully to understand our practices regarding your personal data and how we will treat it.

Important information and who we are

Klarytee Ltd. is the controller and is responsible for your personal data (collectively referred to as "Company", "we", "us" or "our" in this policy). We have appointed a data protection officer (DPO) . If you have any questions about this privacy policy, please contact them using the details set out below.

Contact details

Our full details are:

- Full name of legal entity: Klarytee Ltd.
- Name or title of DPO: Nithin Thomas
- Email address: legal@klarytee.com
- Postal address: 86-90 Paul Street, London, EC2A 4NE

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues.

Changes to the privacy policy and your duty to inform us of changes

We keep our privacy policy under regular review. This version was last updated on 28th April 2022. It may change and if it does, these changes will be posted on this page and, where appropriate, notified to you by email when you next start the App or log onto one of the Services Sites. The new policy may be displayed on-screen, and you may be required to read and accept the changes to continue your use of the App or the Services.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during our relationship with you.

Third party links

Our Sites may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates. Please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as Contact Data. Please check these policies before you submit any personal data to these websites or use these services.

The data we collect about you

We may collect, use, store and transfer different kinds of personal data about you as follows:

- Identity Data.
- Contact Data.
- Financial Data.
- Transaction Data.
- Device Data.
- Profile Data.
- Usage Data.
- Marketing and Communications Data.

We explain these categories of data here.

We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

How is your personal data collected?

We will collect and process the following data about you:

- Information you give us. This is information (including Identity, Contact and Financial, and Marketing and Communications Data) you consent to giving us about you by filling in forms on the App Site and the Services Sites (together Our Sites), or by corresponding with us (for example, by email or chat). It includes information you provide when you register to use the App Site, download or register an App, subscribe to any of our Services, search for an App or Service, make an in-App purchase, share data via an App's social media functions, enter a competition, promotion or survey, and when you report a problem with an App, our Services, or any of Our Sites. If you contact us, we will keep a record of that correspondence.
- Information we collect about you and your device. Each time you use one of our Apps we will automatically collect personal data including Device, Content and Usage Data.
- Information we receive from other sources including third parties and publicly available sources. We will receive personal data about you from various third parties and public sources as set out below;
- Device Data from the following parties:- analytics providers such as Google based outside the UK;- advertising networks; and- search information providers.
- Contact, Financial and Transaction Data from providers of technical, payment and delivery services;
- Identity and Contact Data from data brokers or aggregators;
- Identity and Contact Data from publicly available sources such as Companies House and the electoral register based inside the UK; and
- Unique application numbers. When you want to install or uninstall a Service containing a unique application number or when such a Service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

How we use your personal data

We will only use your personal data when the law allows us to do so. Most commonly we will use your personal data in the following circumstances:

- Where you have consented before the processing.
- Where we need to perform a contract, we are about to enter or have entered with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

We will only send you direct marketing communications by email or text if we have your consent. You have the right to withdraw that consent at any time by contacting us. We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.

Purposes for which we will use your personal data

Purpose/activity Type of data Lawful basis for processing **Purpose/activity:** To install the App and register you as a new App user

Type of data: Identity, Contact, Financial, Device

Lawful basis for processing: Your consent

Purpose/activity: To process in-App purchases and deliver Services including managing payments and collecting money owed to us

Type of data: Identity, Contact, Financial, Transaction, Device, Marketing and Communications

Lawful basis for processing: Your consent; performance of a contract with you; necessary for our legitimate interests (to recover debts due to us)

Purpose/activity: To manage our relationship with you including notifying you of changes to the App or any Services

Type of data: Identity, Contact, Financial, Profile, Marketing and Communications

Lawful basis for processing: Your consent; performance of a contract with you; necessary for our legitimate interests (to keep records updated and to analyse how customers use our products/ Services); necessary to comply with legal obligations (to inform you of any changes to our terms and conditions)

Purpose/activity: To enable you to participate in a prize draw, competition or complete a survey

Type of data: Identity, Contact, Device, Profile, Marketing and Communications

Lawful basis for processing: Your consent; performance of a contract with you; necessary for our legitimate interests (to analyse how customers use our products/Services and to develop them and grow our business).

Purpose/activity: To administer and protect our business and this App including troubleshooting, data analysis and system testing

Type of data: Identity, Contact, Device

Lawful basis for processing: Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security);

Purpose/activity: To deliver content to you; to make recommendations to you about goods or services which may interest you; to monitor trends so we can improve the App

Type of data: Identity, Contact, Device, Content, Profile, Usage Marketing and Communications

Lawful basis for processing: Consent; necessary for our legitimate interests (to

develop our products/Services and grow our business); disclosures of your personal data

When you consent to providing us with your personal data, we will also ask you for your consent to share your personal data with the third parties set out below for the purposes set out above:

- External Third Parties as set out in the Glossary.
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

International transfers

1. Many of our external third parties are based outside the UK so their processing of your personal data will involve a transfer of data outside the UK.
2. Whenever we transfer your personal data out of the UK, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
3. We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data.
4. Where we use certain service providers, we may use specific contracts approved by the UK which give personal data the same protection it has in the UK. For further details, see.
5. Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the UK.

Data security

All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology. Where we have given you (or where you have chosen) a password that enables you to access certain parts of Our Sites, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Once we have received your information, we will use strict procedures and security features to try to prevent your personal data from being accidentally lost, used, or accessed in an unauthorised way. Certain Services include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator when we are legally required to do so.

In some circumstances you can ask us to delete your data: see here below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

Your legal rights

Under certain circumstances, you have the following rights under data protection laws in relation to your personal data. Please click on the links below to find out more about these rights:

- Request access to your personal data.
- Request correction of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

You also have the right to ask us not to continue to process your personal data for marketing purposes. You can exercise any of these rights at any time by contacting us at legal@klarytee.com.

GLOSSARY

Lawful basis

Consent means processing your personal data where you have signified your agreement by a statement or clear opt-in to processing for a specific purpose. Consent will only be valid if it is a freely given, specific, informed, and unambiguous indication of what you want. You can withdraw your consent at any time by contacting us. *Legitimate Interest* means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal obligation means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

Third parties

External third parties - Service providers acting as processors based in UK and Romania who provide IT and system administration services.

Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in UK who provide consultancy, banking, legal, insurance and accounting services. HM Revenue and Customs, regulators and other authorities acting as processors or joint controllers based in the UK who require reporting of processing activities in certain circumstances.

Your legal rights

You have the right to:

- Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information

which override your rights and freedoms.

- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:(i) if you want us to establish the data's accuracy;(ii) where our use of the data is unlawful, but you do not want us to erase it;(iii) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or(iv) you have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it.
- Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

Description of categories of personal data

- Identity Data: first name, last name, maiden name, username or similar identifier, marital status, title, date of birth, gender.
- Contact Data: billing address, delivery address, email address and telephone numbers.
- Financial Data: bank account and payment card details.
- Transaction Data: includes details about payments to and from you and details of in-App purchases.
- Device Data: includes the type of mobile device you use, a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, your mobile operating system, the type of mobile browser you use, time zone setting.
- Content Data: includes information stored on your Device, including friends' lists, login information, photos, videos or other digital content, check-ins.
- Profile Data: includes your username and password, in-App purchase history, your interests, preferences, feedback and survey responses.
- Usage Data: includes details of your use of any of our Apps or your visits to any of Our Sites including, but not limited to, traffic data and other communication data], whether this is required for our own billing purposes or otherwise and the resources that you access.

- Marketing and Communications Data: includes your preferences in receiving marketing from us and our third parties and your communication preferences.