

Caption Pro Terms & Conditions

Last updated Mar 2023

BACKGROUND:

These Terms and Conditions set out the terms of use under which you may use Caption Pro ("Our App").

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Account" Means an account required to access and use Our App;

"Content" means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our App;

"Contract" means the contract between Us and you for the purchase and sale of a Subscription to Our App;

"Order" means your order for a Subscription;

"Subscription Confirmation" means Our acceptance and confirmation of your Order;

"Subscription" means a subscription to access Our App, purchased in accordance with these Terms and Conditions;

"User" means a user of Our App;

"User Content" means images uploaded by you to Our App;

"We/Us/Our" means Caption Pro Ltd, a limited company registered in England under company number 11370951, whose registered address is 125a, Valetta Road, London, United Kingdom, W3 7TA.

"You" the party entering into this agreement, either as an individual user or an organization.

"Your Users" Users who have been given access to the software through a team or Enterprise account, operating under the umbrella of a wider organization.

1.2. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.3. Words imparting the singular number shall include the plural and vice versa.

1.4. References to any gender shall include the other gender.

2. Information About Us

2.1. Our App is owned and operated by Caption Pro Ltd, a limited company registered in England under company number 11370951, whose registered address is 125a Valetta Road, London W3 7TG.

3. Access and Changes to Our App

3.1. Access to Our App requires a Subscription. Upon purchasing a Subscription and entering into a Contract, Our App will be available to you for the duration of the Term of that Subscription and any and all subsequent renewals, if any.

3.2. We may from time to time make changes to Our App, including:

3.2.1. Minor changes may be required to make underlying technical alterations providing there is no material change in your use or the function of Our App, for example, to fix an error or to address a security issue. We will inform you or an account admin by written email of any such changes (including, if applicable, anything that you need to do);

3.2.2. Minor changes may be made to reflect changes in the law or other regulatory requirements. We will inform you or an account admin by written email of any such changes (including, if applicable, anything that you need to do), however the changes will not materially affect your use of Our App; and

3.2.3. We may continue to develop and improve Our App over time, in some cases making significant changes to it. You will be kept fully informed in writing via email of any and all such changes, and you will have the right to terminate this Agreement as a result of any such changes to Our App.

3.3. We will always aim to ensure that Our App is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 3.2. Unless We are responding to an emergency or an urgent issue, We will inform you in advance of any interruptions to the availability of Our App.

4.Subscriptions, Pricing and Availability

4.1. We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, Our App) correspond to the actual services that will be provided to you. There may, however, be minor variations from descriptions from time to time.

4.2. Please note that sub-Clause 4.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations in Our services, not to different services altogether.

4.3. All pricing information will be as provided in the subscription confirmation at the time of purchase. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes will not affect Subscriptions that have already been purchased, but may affect renewals of Subscriptions.

5.Payment

5.1. Payment for Subscriptions will be due at the time of purchase and subsequent payment for additional content (such as the processing of additional images beyond those included in the standard subscription) will be debited at the end of the period at a rate stipulated during purchase or renewal of your Subscription. If your subscription includes discounts or specific payment options these are at the discretion of Caption Pro Ltd and will be outlined in the details of your offered subscription or stipulated in their correspondence with you. Your chosen payment method will be billed immediately upon confirmation of your Subscription.

6. Termination

6.1. You may cancel the Contract and terminate at any time in the following limited circumstances:

- We have incorrectly described Our App or it is faulty; or
- We have informed you of an upcoming change to Our App or to these Terms and Conditions that you do not agree to; or
- We have informed you of an error in the price or description of your Subscription or Our App and you do not wish to continue; or
- There is a risk that the availability of Our App may be significantly delayed due to events outside of Our control; or
- We have breached these Terms and Conditions or have in any way failed to comply with Our legal obligations to you.

6.2. We may cancel this contract and terminate our agreement if You or any of Your Users materially breach these Terms and Conditions, or have in any way failed to comply with Your legal obligations to Us.

6.3. Terminating this contract will result in the removal of your information from Our system, which for the avoidance of doubt, would include removal of your information from any of our subcontractors systems as well. It may take a number of weeks for all of the data you have supplied through your account to be permanently deleted from our system and the system allocated to facial recognition processing and any subcontractors system. To avoid losing anything that you have created or uploaded using Our App, please ensure that you save your User Content to your computer or device before closing your Account.

6.4. Subject to sub-Clause 6.1, non-renewing Subscriptions cannot be canceled.

Auto-renewing

Subscriptions can be canceled at any time, however, no refunds can be provided and you will continue to have access to Our App for the duration of the remainder of the Subscription

period you are currently in (in cases where you lose access to the app after canceling please contact support@caption-pro.com to have your access granted manually). Canceling an auto-renewing Subscription only prevents it from being auto-renewed.

6.5. To cancel a Subscription for any reason, please inform us using one of the following methods: By email at support@caption-pro.com; By contacting us via the In-App Chat; or by

manually canceling your subscription from the account management dashboard on our website.

7. Our Intellectual Property Rights and License

7.1. We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable license to use Our App to process images and apply metadata, for personal (including research and private study) and business purposes, subject to these Terms and Conditions.

7.2. Subject to the license granted to Us under sub-Clause 8.5, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third party rights in that User Content and the terms of any license under which you use such Content).

7.3. All other Content included in Our App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labeled otherwise, belongs to or has been licensed by Us, and is hereby licensed to you to the extent it is used by you in Our App. All Content capable of copyright or other protection is protected by applicable United Kingdom and international intellectual property laws and treaties.

7.4. By accepting these Terms and Conditions, you hereby undertake:

- Not to copy or otherwise attempt to acquire any part of Our App;
- Not to disassemble, decompile or otherwise reverse engineer Our App;
- Not to allow or facilitate any use of Our App that would constitute a breach of these Terms and Conditions; and
- Not to embed or otherwise distribute Our App on any website, ftp server or similar.

8. User Content

8.1. You agree that you will be solely responsible for any and all User Content that you upload using Our App. Specifically, you agree, represent and warrant that you have the right to upload the User Content and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in the attached General User Agreement.

8.2. At your request at any time during the Term, We shall promptly remove any User Content from Our App ("Removed User Content") and all systems related to Our App.

8.3. You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 8.1. You will be responsible for any loss or damage suffered by Us as a result of such a breach.

8.4. You (or your licensors/users as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By uploading User Content, you grant Us permission during the Term solely to use, store, archive, transmit, edit, distribute, and display your User Content solely for the purposes of operating Our App and fulfilling our services to you. You also grant permission for this content to be shared with our third party affiliates who we rely on for certain processes in order for Our App to function so that we may fulfill our service to you, provided that We are fully liable, to the extent that can be reasonably expected, to you hereunder for such third party's compliance with the terms

and conditions of this Agreement. For more detailed information about what data is shared and how it is used by these third parties, please contact us at support@caption-pro.com and we will direct you to where such information can be found.

8.5. If you wish to remove User Content, you may do so by deleting it within the App or contacting Us and we can process this request for you. Removing User Content also revokes the license granted to Us to use that User Content under sub-Clause 8.4. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

8.6. We may reject, reclassify, or remove any User Content created or uploaded using Our App where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

8.7. In the case of a team or enterprise account it is agreed that your Subscription grants all of Your Users access to a shared facial recognition database and that all users have permission for their relevant User Content to be displayed, edited and shared among your other users.

8.8. As an umbrella organization or company providing accounts for your employees, freelancers or contributors to use, it is your responsibility to ensure that those users understand that their uploaded User Content will be contributing to the company owned and managed database and that their Content will be saved and processed appropriately in accordance with the requirements associated with providing all relevant company users access to the shared facial recognition database, for the duration of that agency account's existence or until the specific data gets deleted or replaced by another user or administrator. If they request for us to have their contributions deleted, we will require a company administrator to authenticate and confirm the deletion of such information.

9. Intellectual Property Rights and User Content

9.1. All User Content and the intellectual property rights subsisting therein, unless specifically labeled otherwise, belongs to or has been licensed by the relevant User.

9.2. Users may not copy, distribute, publicly display, reproduce or create derivative works based upon another User's User Content without first obtaining the express consent of the User to whom the User Content in question belongs.

9.3. We take technical measures to restrict the ability of Users to unlawfully copy User Content using Our App. Despite such measures, We can not be held responsible for the unlawful copying of such content without your permission.

10. Disclaimers

10.1. No part of Our App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only

10.2. Insofar as is permitted by law we make no representation, warranty, or guarantee that Our App will meet your requirements, that it will be fit for a particular purpose, that it

will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

10.3. We make reasonable efforts to ensure that the content contained within Our App is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our App (and the content therein) is complete, accurate or up-to-date.

10.4. We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created or uploaded using Our App. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

10.5. We are not obliged to carry out any additional tasks, such as edit, redistribute or transfer User Content, or any Content created using the software, back to the user or organization, outside of those required to fulfill the stated functionality of the application.

11. Our Liability

11.1. To the fullest extent permissible by law, except as otherwise set forth in this Agreement, We accept no liability for any foreseeable loss in contract, in connection with Your or Your Users use of Our App.

11.2. To the fullest extent permissible by law, We accept no liability for loss or damage that is not foreseeable.

11.3. We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

11.4. We exercise all reasonable skill and care to ensure that Our App is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our App (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.

11.5. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our App resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

11.6. Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

11.7. We are not liable for any inaccuracies in the suggestions provided by our App nor are we responsible for the consequences of any mis-captioned images as a result of incorrectly identified people.

11.8. The celebrity database we rely on is by no means exhaustive and the people included or missed out from this database is in no way a reflection of our opinion of their celebrity status.

11.9. We are not responsible for incorrectly named people nor the consequences of such, in relation to that information being shared and displayed among team or agency databases. It is the responsibility of the User to accurately confirm and maintain the records within these databases.

12. Viruses, Malware and Security

12.1. You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.

12.2. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our App.

12.3. You must not attempt to gain unauthorized access to any part of Our App, the server on which Our App is stored, or any other server, computer, or database connected to Our App.

12.4. You must not attack Our App by means of a denial of service attack, a distributed denial of service attack, or by any other means.

13. Privacy and Cookies

13.1. The Use of Our App is also governed by Our Privacy and Cookie Policy, available from <https://caption-pro.com/privacy-policy>. This policy is incorporated into these Terms and Conditions by this reference.

14. Data Protection

14.1. All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR).

14.2. Other than as agreed by the parties, We will not give access to or transfer any User Content or any other User information to any third party (including any affiliates, group companies or subcontractors) without the prior written consent of you. Where you do consent to Us engaging a subcontractor to carry out any part of our services, We ensure the reliability and competence of such third party, its employees or agents who may have access to the User Content or related information processed in the provision of the services, and We shall include in any contract with such third party provisions in favor of you which are equivalent to those in this Agreement and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfill its obligations under any sub-processing agreement or any applicable Data Protection Legislation, We will remain fully liable to you for the fulfillment of its obligations under this Agreement.

15. Other Important Terms

15.1. In the event of any transfer or assignment by us of any of our rights and obligations under this Agreement, we will notify you of such transfer in writing, and you will have the right to terminate this Agreement. In such a case, Your rights under these Terms and

Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

15.2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

15.3. The Contract is between you and Us. It is not intended to benefit any other person or third party in any way (other than your affiliates) and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15.5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. Changes to these Terms and Conditions

16.1. We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our App after the changes have been implemented. You are therefore advised to check this page from time to time. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

17. Contacting Us

17.1. To contact Us, please email Us at support@caption-pro.com or by using any of the methods provided in our app or on our website.

18. Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

18.2 Any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales. This Agreement will be governed in all respects by the laws of England and Wales, without reference to its laws relating to conflicts of law. Any disputes arising from or related to this Agreement or its enforceability, or the business relationship between the parties, shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("**JAMS**") or of the International Center for Dispute Resolution ("**ICDR**") in effect on the date of the commencement of the arbitration (the applicable rules as mutually agreed by both parties) to be held in London, England. The arbitration proceedings shall be conducted in English and all documentation

shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. The Parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any proceeding within the scope of this paragraph shall be commenced within two (2) years of the acts, events, or occurrences giving rise to the claim.

General User Agreement

The following clauses are intended to outline conditions applicable to individual users of Our App who will be using the software. It is the responsibility of any team, enterprise or umbrella organization to ensure that their Users understand and operate in accordance with this General User Agreement as well as the wider Terms and Conditions, where applicable.

19. User Accounts

19.1. User Accounts are required to access Our App. When creating an Account, the information used must be accurate and complete. If any information changes (such as a name or email address), it is the user's responsibility to ensure that this information is kept up to date. A company administrator will be able to add and manage user accounts. If any user has issues that cannot be solved by a company administrator please contact support@caption-pro.com.

19.2. We recommend that users choose a strong password for their accounts, consisting of a combination of lowercase and uppercase letters, numbers, and symbols. It is a user's responsibility to keep their password safe. Users must not share their login information with other people or grant access to the software to other individuals without the express permission of their umbrella organization. If you believe your Account is being used without your permission, please contact Us immediately.

19.3. You must not use anyone else's login information without their express permission or the permission of their umbrella organization where appropriate.

19.4. Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the applicable Data Protection Legislation, as set out in Clause 14 of these Terms and Conditions,

19.5. If a user wishes to close and revoke their access to a team or Enterprise Account, they may do so at any time by contacting support@caption-pro.com or by contacting a team administrator, who will be able to revoke their access to the account. To avoid losing any user content created or uploaded using Our App, please ensure that you save such content to your computer or device before revoking user access.

19.6. All team and Enterprise users will be using the software from access given through an agency package whereby the accounts are managed and paid for by an umbrella organization. Any User Content uploaded to that organization database may remain in our system and

part of that database during the term of our Contract with them, unless we are given notice to remove such User Content by the organization in question.

19.7. In order to request that a specific user's data, Content or database contributions be removed from a business-controlled agency account please have an administrator for that account contact us at support@caption-pro.com.

20. Acceptable Usage Policy

20.1. You may only use Our App in a manner that is lawful and that complies with the provisions of this Clause. Specifically:

20.1.1. You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;

20.1.2. You must not use Our App in any way, or for any purpose that is unlawful or fraudulent

20.1.3. You must not use Our App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and

20.1.4. You must not use Our App in any way, or for any purpose, that is intended to harm any person or persons in any way.

20.2. The following types of User Content are not permitted on Our App and you must not create, submit, communicate or otherwise do anything that:

20.2.1. is sexually explicit;

20.2.2. is obscene, deliberately offensive, hateful, or otherwise inflammatory;

20.2.3. promotes violence;

20.2.4. promotes or assists in any form of unlawful activity;

20.2.5. legally discriminates against, or is legally defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

20.2.6. is intended or otherwise likely to threaten, harass, annoy, alarm, another person;

20.2.7. is calculated or otherwise likely to deceive;

20.2.8. implies any form of affiliation with Us where none exists;

20.2.9. infringes, the copyright of any other party; or

20.2.10. is in breach of any legal duty owed to a third party including, but not limited to contractual duties and duties of confidence.

20.3. We reserve the right to suspend or terminate your Account and/or your access to Our App if you materially breach the provisions of this Clause 20 or any of the other provisions of these terms and conditions.

20.4. In the event that information is stored, or the biometric information is processed within Caption Pro, of a child below the age of 16 years, consent must be given or authorized by the holder of parental responsibility over the child. It is the responsibility of the user to be able to provide proof of such permission.

20.5. It is the responsibility of any user or administrator in control of a private database to delete the record of any person should they request it, or if they have unlawfully processed the person's information in the first place. Any requests from people whose data is being stored by a user of Caption Pro to have their data made available or deleted needs to be made known to the administrator of the account so they can be deleted. Additionally, users must inform us at

chris@caption-pro.com of any request to be deleted from a user's database or for someone's data to be made available if the user is unable to fulfill that request for any reason, and Caption Pro shall comply with this notice.

20.6. Users should only process images and identify people within an image as long as doing so is compliant with the guidelines set out by the General Data Protection Regulation (GDPR) or their applicable local privacy laws. More information on the GDPR guidelines can be found here: <https://ico.org.uk>.

20.7. Users will not use the software in any way to: knowingly help develop a competing product or service;

20.7.1. Modify the Software in any way;

20.7.2. Reverse engineer, decompile or disassemble the Software;

20.7.3. Create derivative works based on the Software;

20.7.4. Reproduce the Software (subject to the right to make additional copies of the installation package for installation and use of the Software on one additional computer, with a limit of it being installed on two computers per user account in total);

20.7.5. Resell the Software; or

20.7.6. Sub-licence the Software.

20.8. We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

21. Communications from Us

21.1. If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to Our App, and changes to your Account.

21.2. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take a few business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

21.3. For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at support@caption-pro.com

