

Hello Backgrounds Licence Agreement

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Overview

This license agreement is a legal agreement between you (**Licensee** or **you**) and Melior Enterprises Limited (trading as “Hello Backgrounds”), a private limited company registered in the Isle of Man with registered number 25901C (**Licensor, us** or **we**).

This License governs the terms of use the digital files downloadable and the design and associated media embodied therein (collectively, “**Products**”), together with any media, electronic documentation, updates, add-ons, web services and any other material that may be associated with the Products now or in the future. If you do not agree to the terms of this Agreement, you are not licensed to use the Products and you should not order, download, install, or use the Products.

We license use of the Products to you on the basis of this Licence. We do not sell the Products to you. We remain the owners of the Products at all times.

System requirements: the use of the Products requires that your system is supported by Zoom, Microsoft Teams or Skype and that specifically the use of the virtual backgrounds or background effects feature is supported by Zoom, Microsoft Teams or Skype.

Important notice to all users:

- By downloading any of the Products on this website, you agree to the terms and conditions of this licence which will bind you and your employees, agents, workers and contractors. The terms of this licence include, in particular, limitations on liability in *Condition 5* and *Condition 6* below.
- If you do not agree to the terms of this licence, we will not license the Products to you and you must discontinue the downloading process immediately by clicking on the “Cancel” button in your internet browser software. In this case, the downloading process will terminate **and** you may not download or order any Products from this website.

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

1. Grant and Scope of Licence

- 1.1. In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Products on the terms of this Licence.
- 1.2. You may:
 - 1.2.a. download, install and use the Products, for the sole purpose of use as backgrounds in Zoom, Microsoft Teams or Skype video conferencing

software, for your personal purposes (if you are a consumer) or your internal business purposes (if you are a business) only:

- 1.2.a.1. on one central processing unit (CPU) if the Licence is a single-user licence or the Products are for single use; or
- 1.2.a.2. if the Licence is a multi-user or organisation licence, by the number of concurrent users belonging to the same company agreed between you and us in writing, or, in the absence of such written agreement, no more than 1 concurrent user;
- 1.2.b. provided it is used on only one computer at any one time, transfer the Products from one computer to another;
- 1.2.c. provided you comply with the provisions in *Condition 2*, make up to three copies of the Products for back-up purposes only; and
- 1.2.d. receive and use any free supplementary update of the Products as may be provided by us from time to time.

2. Restrictions

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

- 2.1. not to copy the Products except where such copying is incidental to normal use of the Products, or where it is strictly necessary for the purpose of back-up or operational security;
- 2.2. not to rent, lease, re-license, sub-license, loan, translate, merge, adapt, vary or modify the Products;
- 2.3. not to make alterations to, or modifications of, the whole or any part of the Products, nor permit the Products or any part thereof to be combined with, or become incorporated in, any other software, documents or products;
- 2.4. not to modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Products;
- 2.5. not provide the Products or make the Products accessible to any third parties whatsoever;
- 2.6. not to sell or distribute the Products, or allow the Products to be sold or distributed;
- 2.7. not to embed the Products into any document you send to third parties;
- 2.8. not under any circumstances to embed the Products into software or hardware products in which the Products will be used by the purchasers of such Products;
- 2.9. to include our copyright notice on all entire and partial copies you make of the Products on any medium;
- 2.10. to comply with all applicable technology control or export laws and regulations; and
- 2.11. if applicable, to supervise and control use of the Products in order to ensure that your employees, agents, workers, contractors and representatives comply with the terms of this Licence.

3. Intellectual Property Rights

- 3.1. You acknowledge that all intellectual property rights in the Products anywhere in the world belong to us, that rights in the Products are licensed (not sold) to you, and that you have no rights in, or to, the Products other than the right to use them in accordance with the terms of this Licence.
 - 3.2. The Products and the accompanying materials are copyrighted by us unless explicitly stated otherwise. Unauthorized copying of the Products, even if modified, merged, or included with other software, or of the written materials, is expressly forbidden.
4. **Termination**
- 4.1. We may terminate this License 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 3 days after the service of written notice requiring you to do so.
 - 4.2. Upon termination for any reason:
 - 4.2.a. all rights granted to you under this Licence shall cease;
 - 4.2.b. you must immediately cease all activities authorised by this Licence;
 - 4.2.c. you must immediately pay to us any sums due to us under this Licence; and
 - 4.2.d. you must destroy the original and any copies of the Products from all computer equipment in your and your employees', agents', workers' and representatives' possession, and immediately destroy all copies of the Products then in your and your employees', agents', workers' and representatives' possession, custody or control and, in the case of destruction, certify to us in writing that you have done so.
5. **Limitation of Liability**
- 5.1. You acknowledge that the Products have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Products meet your requirements.
 - 5.2. The Products are provided "as is." We make no warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.
 - 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:
 - 5.3.a. loss of profits, sales, business, or revenue;
 - 5.3.b. business interruption;
 - 5.3.c. loss of anticipated savings;
 - 5.3.d. loss or corruption of data or information;
 - 5.3.e. loss of business opportunity, goodwill or reputation; or
 - 5.3.f. any indirect or consequential or punitive loss or damage.
 - 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 10% of the 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:
 - 5.5.a. death or personal injury directly resulting from our negligence;
 - 5.5.b. fraud or fraudulent misrepresentation;
 - 5.5.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 Products. 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 term concerning the supply of the Products 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.
- 5.7. If you are a business customer, you warrant and represent to us that at no time will you, or permit your employees, agents, workers and/or representatives to, enable the Products to be used by more than one concurrent user, or such larger number agreed between us in writing in accordance with Condition 1.2.a.2.

6. Communication Between Us

- 6.1. If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail to support@hellobackgrounds.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 6.2. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the Products.
- 6.3. If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

7. Events Outside our Control

- 7.1. 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 7.2*.
- 7.2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks or any event which causes the media through which our Product operates to cease to function as reasonably anticipated.

8. How We May Use Your Personal Information

We will only use your personal information as set out in our privacy policy at <https://www.hellobackgrounds.com/privacy-policy>

9. Other Important Terms

- 9.1. We may transfer, dispose or assign all or any of our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 9.2. You may only transfer your rights or your obligations under this Licence to another person or entity if we agree in writing.
- 9.3. If you are a business customer, this Licence and any document expressly referred to in it constitutes 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 on our website.
- 9.4. 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, and that will not mean that we will automatically waive any later default by you.
- 9.5. 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.
- 9.6. This License may only be amended in writing by you and Melior Enterprises Limited.
- 9.7. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably and unconditionally agree to the exclusive jurisdiction of the courts of England and Wales.
- 9.8. The headings contained in this License are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this License and do not in any way affect its provisions.