



## **TERMS AND CONDITIONS FOR MINDMANAGER ACCOUNT AND PUBLISHING SERVICE**

These Terms and Conditions for MindManager account and Publishing Service (“Agreement”) constitute a legally binding agreement between You and Corel Corporation, 1600 Carling Avenue, Ottawa, Ontario, K1Z 8R7, Canada (“Corel”, “Us”, “We”, or “Our”) with respect to Your use of the MindManager Account (“Account”) and Publishing Service (“Publishing Service”, “Account” and “Publishing Service” together “Service”).

If Your use of the Service is predominantly for business purposes and/or You do not reside in a Member State of the European Economic Area when accepting this Agreement, only Section A of this Agreement shall apply to You. If You reside in a Member State of the European Economic Area when accepting this Agreement and use the Service predominantly for private purposes, please note that Section B contains deviating terms applicable to You.

### **Section A**

#### **Preamble**

BY CLICKING ON THE “ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY COREL, OR BY ACCESSING OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE. YOU ARE RESPONSIBLE FOR ANY ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT.

Corel reserves the right to modify, add to, change, or remove any part of this Agreement at any time, with notice to You. Corel will notify You by posting notice of the changes on Corel’s website, and/or by notifying You by email at the email address provided by You during the registration process and You consent to Corel sending such notifications of modifications of this Agreement by posting notice on Corel’s website or delivery to Your email address. In case of any material change to this Agreement, Corel will place a link on the login page for Your Corel account entitled “Terms of Service Updated XX/XXXX” for no less than thirty (30) days.

Except as outlined above, all changes to this Agreement will be effective when posted (or after a notice is sent to Your email address), and Your continued use of the Service after the sending of such notice will constitute Your acceptance of and Your agreement to be bound by, those changes. If You do not agree to (or cannot comply with) this Agreement as amended, Your sole remedy is to stop using the Service.

Notwithstanding the foregoing, Corel may not modify, add to, change, or remove any part of this Agreement with respect to any products provided or services performed prior to the date of such modification, additional, change or removal.

#### **1. Registration to MindManager Account.**

- a. Registration: In order to obtain use of the Service, You will be required to register by creating a Account and establishing a unique username and password. Bots and other automated methods are not permitted for registration purposes.
- b. Availability and Fees: Creation and use of the MindManager Account is free of charge. It is available for all users of MindManager 2017 and MindManager 2018.
- c. Your Representations and Warranties: You represent and warrant that You are at least 18 years old, or, the applicable age of majority in the jurisdiction in which You reside.

Additionally, You agree

- i. to provide and maintain true, accurate, current and complete information when You register for the Service. A verified e-mail-address is required for use of the Publishing Service.
- ii. to update Your data provided to Corel to keep it true, accurate, up to date and complete; and
- iii. to open an account only for Yourself and not for any other person.

If You provide any information that is untrue, inaccurate, not current or incomplete, or Corel has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Corel has the right to suspend or terminate Your use of the Service.

- d. Your Username and Password: You are solely responsible for maintaining the confidentiality of Your username and password and are responsible for all activities that occur under Your username. You agree that Your username and password may be used only by You. You agree to immediately notify Corel of any unauthorized use of Your username or password or any other breach of security. Corel will not be liable for any loss or damage that arises as a result of Your failure to comply with this Section.

## **2. MindManager Account and Publishing Service.**

- a. MindManager Account. The Account can be used to access the Zapier services or the Publishing Service.
- b. Publishing Service. Access to the publishing service requires version 18.0 or greater for Windows or 11.0 or greater for Mac AND Any of the following: MindManager purchased within the last 16 months, MindManager upgrade purchased within the last 16 months, active MSA subscription, active UPP subscription. Trial users with a MindManager Account may try the Publishing Service free of charge until their trial expires. Files published during the trial are automatically unpublished after 30 days.
- c. Subscription to Service. During the term of this Agreement, Corel grants to You a non-transferable, non-exclusive, worldwide right to access and use the Service for private or internal business purposes, in accordance with Your Account and subject to the terms of this Agreement. You agree that the Service hereunder is

neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Corel regarding future functionality or features. You are not allowed to offer the Service to a third party against remuneration.

- d. Corel Intellectual Property: All right, title, and interest in and to the Service, their documentation, and the technology and all improvements, enhancements, modifications and derivative works thereof and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights, remain the property of Corel and its suppliers and licensors.
- e. Feedback and Technical Information: Any feedback or ideas You provided to Corel regarding the Service or Corel's technology or any suggested improvements thereto will be the exclusive property of Corel. To the extent You own any rights in such feedback or ideas, You agree to assign, and hereby do assign, to Corel all right, title and interest in and to such feedback or ideas. You agree to perform all acts reasonably requested by Corel to perfect and enforce such rights. Corel will reimburse You for direct out of pocket costs incurred in complying with its requests. Corel may use any technical information You provide to Corel in connection with a support request or otherwise for any Corel business purposes, without restriction, including for product support and development.
- f. Modifications to the Service. Corel may continually develop, deliver and provide ongoing changes to the Service in the form of new or modified features, functionality, capabilities and services. Corel may add or remove features from the Service based on performance or user feedback. Accordingly, Corel reserves the right to modify the Service from time to time in its sole discretion. You agree that Corel shall not be liable (consumers who use the Service for their private purposes residing in a Member State of the European Economic Area, please note that any limitation on liability in this Agreement is subject to Section B 4) to You or to any third party for any modification or temporary suspension of the Service. In the event Corel adds additional features, functionality, capabilities or services to the Service, Corel may condition the implementation of such modifications on the payment of fees (subject to an express agreement between Corel and You), and You will not be entitled to such new features, functionality, capabilities or services unless You pay such fees. Unless explicitly stated otherwise, all new features, functionality, capabilities or services added to the Service shall be subject to this Agreement.

### **3. Property in published content; use of published content by Corel**

Ownership and all intellectual property of any published content remains unaffected by publication. However, any content that You publish publicly (i.e. You share it with an unlimited number of people) may be used by Corel on the websites [www.mindmanager.com](http://www.mindmanager.com) or mindjet.com, in screenshots, e-mails or in other marketing materials. You hereby grant Corel a non-exclusive, worldwide and perpetual license to use such publicly published content for the above-mentioned purpose and you hereby

warrant that you are entitled to do so. This does not apply to content that you share only with a limited number of people.

#### **4. Limitations and Restrictions.**

- a. Deletion of published files. You should not publish files through use of the Publishing Service as a means of storing or creating back-ups of these files. Published files are not stored indefinitely but may be removed and/or deleted by Corel at Corel's discretion if (i) the Account has been inactive for six (6) months; (ii) there has been no activity (e.g. download, view or share) in connection with the file in question for six (6) months; (iii) Corel detects abuse, negligence, misuse or overuse of the Publishing Service; (iv) Corel detects excessive use of the Account (see Subsection b below for details); (v) inappropriate content (see Section 6 a) gets published under the Account or (vi) there has been an occurrence which Corel in its reasonable discretion considers to be of similar gravity as those listed under (i) till (v).
- b. Excessive Use. Corel will determine in its reasonable discretion what constitutes an excessive use. Any user who publishes files larger than 25 megabytes or who receives more than 250 views on a single file is subject to review whether his use of the Service may amount to excessive use.
- c. Publication and Other Practices and Limits. The number of maps that a user can publish is not limited. Corel reserves the right to establish other general practices and limits concerning use of the Service, including, without limitation, establishing a maximum number of days that published content will be retained by the Service following termination of an Account or limiting file download and/or bandwidth capacity of any or all sites related to the Service in its reasonable discretion if it deems such limitation to be in the best interests of the operating performance. You further acknowledge that Corel reserves the right to modify these general practices and limits from time to time.
- d. Communications and Notices. The Service requires that You receive certain communications from Corel such as service announcements and administrative messages. Since these communications are considered to be a part of the Service, You will not be able to opt-out of receiving them other than by terminating Your use of the Service. Corel may provide You with notices, including those regarding changes to this Agreement, by email or regular mail and Corel may also post such changes within the Service.
- e. Connectivity. The Service is provided by Corel from a data center facility to which users have remote access via the internet. You may connect to the Service using any internet browser supported by the Service and otherwise in environments supported for the Service as set forth at <http://mindjet.com/support/product-resources/system-reqs> ("Supported Environment"). You are solely responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access, or otherwise use the Service, which may include computers or other devices, operating systems, web browsers, payment of third-party fees (such as internet service provider fees or airtime charges). You shall ensure that the

equipment is a Supported Environment and otherwise complies with the configurations.

- f. **Unauthorized Use.** You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Corel promptly of any such unauthorized access or use.
  
- g. **Restrictions on Use.** You shall not: (i) translate, modify or create derivative works based upon the Service; (ii) reverse engineer, decompile or disassemble, or otherwise attempt to derive source code, object code, or underlying structure, ideas, or algorithms of the Service, in whole or in part except and only to the extent that the foregoing prohibition is void under applicable law; (iii) copy the Service, except as expressly permitted by Corel; (iv) sell, license, sublicense, distribute, rent, lease or lend access to or use of the Service, or otherwise transfer in whole or in part access to or use of the Service to another party; (v) remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Service; (vi) make the Service available to unauthorized persons ; (vii) access the Service by any means other than those provided by Corel for use in accessing the Service; (viii) access the Service for purposes of monitoring the Service's availability, performance, functionality, or for any other benchmarking or competitive purpose; (ix) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (x) upload any file containing viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs into the Service or use the Service to store or transmit any such file; and (xi) interfere with or disrupt the integrity or performance of the Service; and/or (xii) attempt to gain unauthorized access to the Service, their related systems, or networks.

## **5. Support and availability.**

- a. **Support.** If You have purchased the applicable service package (see <https://www.mindjet.com/support-info/msa/> for an overview of all available service packages), Corel will provide online technical support services for the Service as described at <https://www.mindjet.com/support-info/>.

**Availability.** The Service may from time to time be unavailable outside of scheduled downtime hours due to the application of modifications, alteration or addition to the Service patches or fixes or other maintenance. The Service may also be unavailable due to the use of the Service other than in accordance with this Agreement or due to viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs introduced by the act or omission of a user or a third party.

## **6. Content Provisions.**

- a. **Content.** You understand that all content which You have access to as part of, or through Your use of the Service, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. You

should be aware that content presented to You as part of the Service may be protected by intellectual property rights. Unless You have been specifically told that You may do so by Corel or by the owners of that content in a separate agreement, You may use such content only in the context of the Service and may not otherwise use such content or modify, rent, lease, loan, sell, distribute or create derivative works based on such content. You understand that by using the Service, You may be exposed to content that is offensive, indecent or objectionable. You represent and warrant that Your use of the Service and content complies with all local rules regarding online conduct and acceptable content, including without limitation all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside. You agree not to use or permit the use of the Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; (c) in any manner that is likely to damage, disable, overburden, or impair the Service or interfere in any way with the use or enjoyment of the Service by others; (d) to introduce any malware or other malicious activity in Your or a User's use of the Service; or (e) in violation of any U.S. denied party-list, embargoed country restriction, export law or regulation. You must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE (consumers who use the Service for their private purposes residing in a Member State of the European Economic Area, please note that any limitation on liability in this Agreement is subject to Section B 4) FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT, WHETHER CAUSED BY VIRUS OR OTHERWISE. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COREL SHALL NOT BE LIABLE (consumers who use the Service for their private purposes residing in a Member State of the European Economic Area, please note that any limitation on liability in this Agreement is subject to Section B 4) FOR ANY UNAUTHORIZED USE OF ANY CONTENT OR ANY USE OF THE SERVICE TO DEVELOP, DISTRIBUTE, OR USE ANY MATERIAL THAT IS DEFAMATORY, (SLANDEROUS, LIBELOUS, OR OBSCENE, THAT PORTRAYS ANY PERSON IN A FALSE LIGHT, THAT CONSTITUTES AN INVASION OF ANY RIGHT TO PRIVACY, OR AN INFRINGEMENT OF ANY RIGHT TO PUBLICITY, THAT VIOLATES OR INFRINGES ANY THIRD PARTY'S RIGHTS, OR THAT VIOLATES ANY FOREIGN, FEDERAL, STATE, OR LOCAL STATUTE, OR REGULATION.

- b. Published Content. Corel shall not modify Your published content. You understand that the technical processing and transmission of the Service, including Your published content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks and devices. You understand that the Service may include security components. You

agree not to attempt to override or circumvent any of the usage rules or security features embedded into the Service. You agree that Corel has no responsibility or liability (consumers who use the Service for their private purposes residing in a Member State of the European Economic Area, please note that any limitation on liability in this Agreement is subject to Section B 4) for the deletion or failure to store any content maintained or transmitted by the Service.

## **7. Warranty.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COREL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COREL MAKES NO WARRANTY WITH RESPECT TO PERFORMANCE, SECURITY, CAPABILITY, CURRENTNESS, OR THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER CAUSED BY VIRUS OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL COREL BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COREL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
- b. YOU ALSO ACKNOWLEDGE TO AND FOR THE BENEFIT OF COREL THAT THE SERVICE MAY CONTAIN BUGS AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE IN WHICH THE FAILURE OF THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL OR ENVIRONMENTAL DAMAGE OR FINANCIAL LOSS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COREL SHALL HAVE NO LIABILITY (consumers who use the Service for their private purposes residing in a Member State of the European Economic Area, please note that any limitation on liability in this Agreement is subject to Section B 4) WHATSOEVER FOR ANY LOSS SUFFERED AS A RESULT OF SUCH A FAILURE OF THE SERVICE OR A BREACH OF SECURITY INVOLVING THE SERVICE, WHETHER OR NOT SUCH LOSS OR

BREACH RESULTS FROM THE DELIBERATE, RECKLESS OR NEGLIGENT ACTS OF ANY PERSON OR MAY HAVE BEEN FORESEEABLE.

- c. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COREL SHALL NOT BE LIABLE (consumers who use the Service for their private purposes residing in a Member State of the European Economic Area, please note that any limitation on liability in this Agreement is subject to Section B 4) FOR ANY UNAUTHORIZED USE OF ANY CONTENT OR ANY USE OF THE SERVICE TO DEVELOP, DISTRIBUTE, OR USE ANY MATERIAL THAT IS DEFAMATORY, SLANDEROUS, LIBELOUS OR OBSCENE, THAT PORTRAYS ANY PERSON IN A FALSE LIGHT, THAT CONSTITUTES AN INVASION OF ANY RIGHT TO PRIVACY OR AN INFRINGEMENT OF ANY RIGHT TO PUBLICITY, THAT VIOLATES OR INFRINGES ANY THIRD PARTY'S RIGHTS OR THAT VIOLATES ANY FOREIGN, FEDERAL, STATE OR LOCAL STATUTE OR REGULATION.
  
- d. THE SERVICE MAY CONTAIN VIEWS, ADVICE, STATEMENTS AND OPINIONS WHICH REPRESENT THE VIEWS, ADVICE, OPINIONS AND STATEMENTS OF THE INDIVIDUAL AUTHORS AND NOT NECESSARILY THOSE OF COREL. COREL DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY VIEW, ADVICE, OPINION, STATEMENT OR OTHER INFORMATION PROVIDED BY SUCH AUTHORS. SUCH VIEWS, OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION ARE SOLELY THOSE OF THE AUTHORS AND CANNOT BE ATTRIBUTED TO COREL. RELIANCE UPON SUCH VIEWS, OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION SHALL ALSO BE AT YOUR OWN RISK. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COREL SHALL NOT BE LIABLE (consumers who use the Service for their private purposes residing in a Member State of the European Economic Area, please note that any limitation on liability in this Agreement is subject to Section B 4) TO ANYONE FOR ANY INACCURACY, ERROR, OMISSION, INTERRUPTION, TIMELINESS, INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, COMPLETENESS, DELETION, DEFECT, FAILURE OF PERFORMANCE, COMMUNICATION LINE FAILURE, ALTERATION OR USE OF THE AUTHOR'S WORKS, REGARDLESS OF CAUSE, FOR ANY DAMAGES RESULTING THEREFROM. COREL ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY DAMAGE YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICE.

## **8. Liability.**

TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, COREL SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COREL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE LOSS OF DATA, LOSS OF REVENUE, LOSS OF USE OF THE SERVICE OR: (i) DAMAGES FROM THE USE OR THE INABILITY TO USE THE SERVICE; (ii) DAMAGES FROM THE COST OF PROCUREMENT OF SUBSTITUTE GOODS



AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) DAMAGES FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) DAMAGES FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) DAMAGES FROM ANY OTHER MATTER RELATING TO THE SERVICE.

## **9. Indemnifications.**

You agree to indemnify and hold Corel and its Affiliates and their respective officers, directors, agents, employees, partners, independent contractors and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) content originated by you and your users, (b) use of the service by you or one of your users, (c) violation of this Agreement by you or one of your users, or (d) your infringement, misappropriation or violation of any intellectual property or other rights of another person or entity. Notwithstanding the foregoing, you will not be required to indemnify Corel or its Affiliates for damages arising solely from the negligence or wilful misconduct of Corel or its Affiliates.

## **10. Termination Provisions.**

- a. Termination for Convenience. This Agreement is effective until terminated by You or Corel. If You wish to terminate the Service You will need to terminate Your Account. In such event, please contact Corel Customer Support Team (customer.support@mindjet.com), who will terminate future automatic renewals.
- b. Effect of Termination. Upon termination, all rights to the Services granted to You will immediately terminate and You will cease all use of the Service. Termination of the Service includes removal of Your access to all offerings within the Service and barring of Your further use of the Service. Corel may further delete Your password and all Your information, files, and content associated with or inside the applicable Account (or any part thereof). If You are an Account Owner, in the event of termination of Your Account for any reason (other than by reason of breach by of this Agreement by), Corel will make available to You a file of the content in Your Account for a period of time in accordance with Corel's then-current data retention policy. Upon expiration of this period, or in the event of termination of Your Account by reason of breach of this Agreement by You, Corel shall have no obligation to maintain or forward any of Your content. Corel may charge a separate fee for the return of content in certain circumstances. Corel will only provide content to Account owners following termination of an Account.
- c. Right to Suspend Access. Corel reserves the right to suspend access to the Service by the Account owner immediately without the requirement of notice (i) in order to comply with applicable law or regulation, court order or other governmental request requiring immediate action, (ii) to prevent interference with, damage to or degradation of the Service, (iii) to prevent liability or damage to Corel, or (iv) if the Account Owner fails to make timely payments or is otherwise in breach of this Agreement.

## **11. Privacy.**

- a. The Corel Privacy Policy located under <http://www.corel.com/en/corel-privacy-policy/> discloses to You how Corel collects, stores and uses personally identifiable information You may provide to Corel in connection with the Service. You understand that through Your use of the Service, You consent to Corel's collection, storage and use of Your information as described in the Corel Privacy Policy.
- b. Such processing, shall only be to the extent necessary for, and for the sole purpose of, enabling Corel to perform its obligations hereunder and may involve the transfer of Your personal data to Corel and Corel. If You reside in North America (Canada or United States), Your personal data will be stored by default on servers located in the United States. If You reside anywhere else, Your personal data will be stored by default on servers located in Germany. In the advanced options menu, You can change the location where Your personal data shall be stored. Further, any personally personal data You provide to Corel will be processed and stored in the manner according to Corel's Privacy Policy.
- c. At your option, You may import third-party contact information into the Service in order to facilitate easier sharing of content that You store and edit in the Service. This information will be viewable only by You. Posting additional information is optional, not mandatory. Corel will not make use of this information.

## **12. Publicity.**

Corel may use Your name and logo (if any) on client lists in various forms (e.g., a printed list, an online list, etc.) and in other marketing materials, for the sole purpose of identifying You as a customer of Corel. In any use of Your name or logo, Corel will comply with any reasonable trademark usage guidelines that You may provide and Corel will promptly fix any defect that You bring to Corel's attention. Corel may use Your name, logo, website link, quote, and any other information that You may provide to develop case studies, press releases, and other marketing pieces in any form (e.g. print, audio, video, and other formats) that pertain to Your use of Corel products or services, unless You inform Corel in writing otherwise. Corel may publish and freely distribute all such information, quote(s) or input. Corel will never broadly publish Your individual contact information (i.e. it will not appear on our customer list or in a case study) without Your prior written consent. Corel is not obligated to publish or otherwise use any information or logo that You may provide. The rights that You grant to Corel are without any fee or royalty.

## **13. Entire Agreement.**

This Agreement and any addendum or amendment thereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, including any standard terms and conditions set forth in a purchase order.

## 14. General Provisions

- a. Headings. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.
- b. Waiver. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.
- c. Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.
- d. Governing Law. This Agreement shall be governed by the laws in force in the Province of Ontario, Canada; and any dispute between You and Corel regarding this Agreement will be subject to the exclusive jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- e. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. This Agreement does not change Your rights under the laws of Your state or country if the laws of Your state or country do not permit it to do so.
- f. Assignment of Agreement. Corel may assign this Agreement in whole or in part. In the event of a merger, acquisition, or sale of the software by Corel or Corel Affiliates, Your continued use of the Service signifies Your agreement to be bound by this Agreement, privacy policy, and other policies of the subsequent owner.
- g. Force Majeure. A party is not liable for failure to perform the party's obligations (other than payment obligations, if any) if such failure is as a result of an event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of any such event. If such event continues for more than one (1) calendar month, either party may cancel any Agreement and/or Ordering Document with respect to services not yet performed or products not yet provided upon written notice.
- h. Export Restrictions. The Service is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Service. These laws include restrictions on destinations, end users, and end use. You agree by using the Service that: (i) You or your Users are not, and are not acting on behalf of, (A) any person who is a citizen, national or resident of, or who is controlled by the government of, any country subject to embargo or export controls by the U.S. Government, or (B) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department Denied Persons List or Entity List; and (ii) You or your Users will not use the Service for any purpose prohibited by law, including, without limitation, the development,

design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

- i. Commercial Items. The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.211, 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 and other relevant sections of the Code of Federal Regulations, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.
- j. Government Users. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.
- k. Other. Mindjet and MindManager are trademarks of Corel.

## **Section B**

### **(only applicable to consumers residing in a Member State of the European Economic Area)**

If You use the Service predominantly for private purposes, You are considered a consumer under consumer protection law of the European Economic Area. If You are a consumer, residing in a Member State of the European Economic Area, the following Sections of Section A of this Agreement do not apply to You: preamble, Sections 2 e, 4 g (ii) and (viii), 7 a, 8, 12, 14 c, 14 d, 14 f. In deviation thereof, the following terms shall apply.

#### **Preamble**

BY CLICKING ON THE "ACCEPT" BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY COREL, OR BY ACCESSING OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE. YOU ARE RESPONSIBLE FOR ANY ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT.

Corel reserves the right to modify, add to, change, or remove any part of this Agreement at any time, with notice to You. Corel will notify You by posting notice of the changes on Corel's website, and/or by notifying You by email at the email address provided by You during the

registration process and You consent to Corel sending such notifications of modifications of this Agreement by posting notice on Corel's website or delivery to Your email address. In case of any material change to this Agreement, Corel will place a link on the login page for Your Corel account entitled "Terms of Service Updated XX/XXXX" for no less than thirty (30) days.

Changes to this Agreement will be effective four weeks after You have received the above-mentioned notification, unless You have objected to the changes by sending an e-mail to (please insert e-mail-address). If You do not agree to (or cannot comply with) this Agreement as amended, Your sole remedy is to stop using the Service.

Notwithstanding the foregoing, Corel may not modify, add to, change, or remove any part of this Agreement with respect to any products provided or services performed prior to the date of such modification, additional, change or removal.

### **1. Feedback and Technical Information**

In deviation of Section A 2 e the following shall apply:

You have no obligation to provide Corel with ideas, suggestions, documentations and/or proposals ("Feedback"). However, if You submit Feedback to Corel, while you retain ownership of such Feedback, You hereby grant Corel a nonexclusive, royalty-free, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose world-wide. Further, by submitting Feedback, You represent and warrant that (i) your Feedback does not contain the confidential or proprietary information of You or of third parties; (ii) Corel is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) Corel may have something similar to the Feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from Corel for the Feedback under any circumstances.

### **2. Restrictions on Use**

In deviation of Section A 4 g (ii) above you may decompile the source code (i) if it is necessary for the use of the Service by the lawful acquirer in accordance with its intended purpose, including for error correction, as permitted in Art. 5 of Directive 2009/24/EC or (ii) to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs, as permitted in Art. 6 of Directive 2009/24/EC. Furthermore, in deviation of Subsection A 4 g (viii) above, You may observe, study or test the functioning of the Service in order to determine the ideas and principles which underlie any element of the Service if You do so while performing any of the acts of loading, displaying, running, transmitting or storing the program which You are entitled to do, as permitted in Art. 5 of Directive 2009/24/EC.

### **3. Warranty**

In deviation of Section A 7 a the following shall apply:

- a. Technical data, specifications and performance details in public statements, especially in advertisements, shall not constitute a warranty of certain quality. Corel warrants that the software complies with the description in the documentation, as provided under <https://cloud->

[ga.mindmanager.com/publish?#publishingAccountHelp](https://cloud-qa.mindmanager.com/publish?#publishingAccountHelp) regarding the Account and under <https://cloud-qa.mindmanager.com/publish?#aboutPublishing> regarding the Publishing Service.

- b. Corel will maintain the Service so that it can be used as described in the documentation. This does not entail a duty to amend or further develop the Service.
- c. Corel's warranty for defects that already existed when this Agreement was concluded shall be excluded, unless Corel has acted intentionally or grossly negligent. The foregoing does not imply a reversal of the burden of proof.
- d. In case of a defect You shall inform Corel immediately and support Corel appropriately in determining and resolving the defect.

#### **4. Liability**

In deviation of Section A 8 the following shall apply:

- a. Corel's liability for damages, irrespective of the legal basis of such liability, applies only in the event of intentional or grossly negligent conduct. In the event of simple negligence, Corel shall only be liable for damage resulting from death, personal injury or damage to health, or for damage resulting from the violation of a fundamental contractual obligation (an obligation that is essential for achieving the purpose of the contract, so that a contractual partner typically does, and is entitled to, rely upon its proper observance); in such case, however, the liability of Corel shall be limited to the reimbursement of foreseeable and typical damage.
- b. The limitations of liability set forth in Subsection a) shall not apply in the event that Corel has wilfully concealed a defect or as far as Corel has provided a guarantee. A warranty shall not constitute a guarantee. Corel's liability under the Member State's law that is based on Directive 85/374/EEC regarding product liability shall remain unaffected.

#### **5. Publicity**

Section A 12 shall not apply.

#### **6. General Provisions**

In deviation of Sections A 14 c, d and f the following shall apply:

- a. Severability. If any provision of this Agreement is found illegal or unenforceable, the parties undertake to substitute such provision with a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. The same shall apply to any unintended gaps in the Agreement.
- b. Governing Law. This Agreement shall be governed by the laws of the European Economic Area Member State You reside in. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

- c. Assignment of Agreement. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of the other party, unless such assignment is part of a merger, acquisition, reorganization or sale of all or substantially all of that party's assets.

Corel Corp., January 2018