

# **RIGHTFOLDER**

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(The Privacy Policy is just below this End-User License Agreement. Both the End-User License Agreement and Privacy Policy are effective immediately following acceptance of the Software. Revisions to these documents are tied to the software revisions they are issued with.)

**Summary of Changes:** Removed wording regarding licensing and registration services from the **Privacy Policy**. RightFolder is now “donationware” (freeware + a request for donations), and thus no longer utilizes such services in order to operate. Future versions may be advertiser-sponsored and will require a new EULA.

## **End-User License Agreement**

**IMPORTANT, PLEASE READ CAREFULLY. THIS IS A LICENSE AGREEMENT**

This SOFTWARE PRODUCT (known as "RightFolder") is

protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This SOFTWARE PRODUCT is licensed, not sold.

This End User License Agreement ("EULA") is a legal agreement between You (either an individual or a single entity) and RightFolder, LLC with regard to the copyrighted Software (herein referred to as "SOFTWARE PRODUCT" or "SOFTWARE") provided with this EULA. The SOFTWARE PRODUCT includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. Use of any software and related documentation ("Software") provided to You by RightFolder, LLC in whatever form or media, will constitute your acceptance of these terms, unless separate terms are provided by the software supplier, in which case certain additional or different terms may apply. If You do not agree with the terms of this EULA, do not download, install, copy or use the Software. By installing, copying or otherwise using the SOFTWARE PRODUCT, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, RightFolder, LLC is unwilling to license the

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acknowledge that title and full ownership rights to the Software will remain the exclusive property of RightFolder, LLC and/or its suppliers, and You will not acquire any rights to the Software, except as expressly set forth above. All copies of the Software will contain the same proprietary notices as contained in or on the Software. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by RightFolder, LLC or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

4. Reverse Engineering. You agree that You will not attempt, and if You are a corporation, You will use your best efforts to prevent your employees and contractors from attempting to reverse compile, modify, translate or disassemble the Software in whole or in part. Any failure

to comply with the above or any other terms and conditions contained herein will result in the automatic termination of this license and the reversion of the rights granted hereunder to RightFolder, LLC.

5. Disclaimer of Warranty. The Software is provided "AS IS" without warranty of any kind. RightFolder, LLC and its suppliers disclaim and make no express or implied warranties and specifically disclaim the warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. The entire risk as to the quality and performance of the Software is with You. Neither RightFolder, LLC nor its suppliers warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free. RightFolder, LLC IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE.

6. Limitation of Liability. RightFolder, LLC's entire liability and your exclusive remedy under this EULA shall not exceed the price paid for the Software, if any. In no event shall RightFolder, LLC or its suppliers be liable to You for any consequential, special, incidental or indirect

damages of any kind arising out of the use or inability to use the software, even if RightFolder, LLC or its supplier has been advised of the possibility of such damages, or any claim by a third party.

6a. Due to the nature of the Software, the User may visit most (if not all) of the folders and other system resources of the machine upon which the Software is installed, some of which are sensitive and may affect the operation of said machine. The User agrees to assume all responsibility for the results that may occur from said action, and RightFolder, LLC specifically denies this responsibility.

6b. Responsibility of the User. In addition to generating the main database files required to operate the Software, the Software also makes automatic back-ups of these files, but these back-ups are stored within the same folder. Thus, it is the User's responsibility to back-up all of these files (the main files and, optionally, the Software-created back-ups) to an off-site area as a hedge against data-loss. By accepting this agreement, You agree that RightFolder, LLC is not responsible for ensuring the safety of this data, and that You, the User, are required

to perform these off-machine / off-site back-ups.

7. Rental. You may not loan, rent, or lease the SOFTWARE.

8. Upgrades. If the SOFTWARE is an upgrade from an earlier release or previously released version, You now may use that upgraded product only in accordance with this EULA. If the SOFTWARE PRODUCT is an upgrade of a software program which You licensed as a single product, the SOFTWARE PRODUCT may be used only as part of that single product package and may not be separated for use on more than one computer.

9. OEM Product Support. Product support for the SOFTWARE PRODUCT IS provided by RightFolder, LLC. For product support, please contact RightFolder, LLC via email. Should You have any questions concerning this, please refer to the address provided in the documentation.

10. No Liability for Consequential Damages. In no event shall RightFolder, LLC or its suppliers be liable for any damages whatsoever (including, without limitation, incidental, direct, indirect special and consequential

damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this SOFTWARE PRODUCT, even if RightFolder, LLC has been advised of the possibility of such damages. Because some states/countries do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

11. Indemnification By You. If You distribute the Software in violation of this Agreement, You agree to indemnify, hold harmless and defend RightFolder, LLC and its suppliers from and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution of the Software in violation of this Agreement.

RightFolder, LLC, Pittsburgh, PA 15227

## **Contact Us**

If You have any questions about this End User License Agreement, You can contact us:

By email: [RightFolder.Administrator@rightfolder.site](mailto:RightFolder.Administrator@rightfolder.site)

By visiting this page on our website:

<https://www.RightFolder.site>

## **Privacy Policy**

Last updated: May 09, 2021

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

## **Interpretation and Definitions**

### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### **Definitions**

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Application means the software program provided by the Company downloaded by You on any electronic device, named RightFolder LLC.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to RightFolder, LLC, Pittsburgh, PA 15227.

Country refers to: United States (Pennsylvania).

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

Service refers to the Application.

Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Collection and Use of Your Personal Data**

### **Types of Data Collected**

#### **Personal Data**

While using Our Service, We will not ask You to provide

Us with any personally identifiable information that can be used to contact or identify You beyond what You may be required to provide to any on-line store You may utilize in order to acquire the Software. Starting with version 1.0.13, RightFolder does not directly require the collection of any information from the user. Any information indirectly acquired may be transmitted by the browser you use (to the host company serving the [www.rightfolder.site](http://www.rightfolder.site) website).

## **Usage Data**

The Software does not collect any usage data beyond the shown "history log" (seen at the top right portion of the main application form) and any manually entered file extensions or personally-selected or created folder names. RightFolder is required to store the latter information into "profiles" (stored in a separate database file on the machine the Software is installed on) in order to operate. This profile information and the history log data is only stored on the same storage drive the application is stored on, and is never transmitted elsewhere by the application. The user may optionally

disable the collection of the history log data by changing the settings in the Preferences dialog. The history log only captures the names of file(s) moved, copied, renamed or deleted, the date and time when it occurs, and information related to the transaction itself (e.g., a mnemonic describing the transaction (“COPY”), or a possible error code). The history log only maintains the last 500 lines written to it (these lines constitute the aforementioned information and blurbs like "Move operation done"). The application makes a single backup of this history log every time You start it, but stores it in the same folder as the main file.

Every time You start RightFolder, it acquires the version number of the latest build from Our website and compares it to the version You are running in order to let You know if there’s a new version available. No other information is fetched from Our site, and none is transmitted to Our site.

This Software uses components that are capable of browsing to almost any system resource (regular folders, system folders, network shares, the Recycle Bin, etc), but will not use the information acquired through this

process other than to display it to the User. It is never transmitted off the machine or used except in the expected use of this application.

If the User opts to install future versions of the Software, these future updates will act in the same manner as stated here, unless new privacy policies are issued with those updates.

Note that, in the unlikely event that the Software has an error condition, the Software will collect non-sensitive application-related operational data, and will ask You, the User, to click a button to copy that information to the system clipboard. At that point, the User is requested (but not required) to include said information in an email to Our website administrator for the purpose of diagnosing the cause of the error. The User is NOT required to respond to this error and may decline.

### Use of Your Personal Data

The aforementioned data collected by the Software is solely for the purpose of using the Software.

Other than maintaining a database in order to operate

normally, and capturing operational information internally for reporting error conditions, We do not monitor usage of this application.

Other than notifying You of updates to the software (after they are applied to Your device), We will not contact You, directly or indirectly, for any other reason.

If You contact Us via email (to inquire of the operation of our Software), or You agree to send Us information pertaining any error conditions that may transpire, We will, of necessity, collect your email address and, if provided, your name. We will not use this information for any purpose other than responding to the aforementioned incidents.

### Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain Your Data to comply with applicable laws), resolve

disputes, and enforce our legal agreements and policies.

### Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

## Disclosure of Your Personal Data

### **Business transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

### **Law enforcement**

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

### **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

Comply with a legal obligation

Protect and defend the rights or property of the Company

Prevent or investigate possible wrongdoing in connection

with the Service

Protect the personal safety of Users of the Service or the public

Protect against legal liability

## **Security of Your Personal Data**

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security. Currently, all emails transmitted to RightFolder, LLC are sent to an email provider that encrypts them at rest, but We cannot guarantee You that they will not be intercepted before they reach said destination. Furthermore, all emails transmitted to Us are processed (read and responded to) on machines using high-level full-disk encryption.

## Children's Privacy

Our Service does not address anyone under the age of

13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We will take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

### Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third

party sites or services.

### Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

### **Contact Us**

If You have any questions about this Privacy Policy, You can contact us:

By email: [RightFolder.Administrator@rightfolder.site](mailto:RightFolder.Administrator@rightfolder.site)

By visiting this page on our website:

<https://www.RightFolder.site>