

These are the terms of use of the 3DU App (as defined below), a service offered by 3DUuniversum B.V., a private company with limited liability established and existing under the laws of the Netherlands, having its registered office in (1098XH) Amsterdam, the Netherlands, at Science Park 402, 3th floor (room 3.17), registered with the Chamber of Commerce under 60897831 (hereinafter: “3DUuniversum”). These terms of use apply to the access to and use of the 3DU App.

We advise you to carefully read the terms of use, so you fully understand the rights and obligations you have in relation to your use of the 3DU App. You can access the terms of use through this hyperlink: <http://3duniversum.com/terms-and-conditions/>.

1 Definitions

1.1 In these terms of use, the following terms, indicated with a capital, whether single or plural, will have the following meaning:

<i>3DU App:</i>	the software named 3DU, developed by 3DUuniversum and/or its licensor(s) for real-time 3D mobile scanning and recognition;
<i>3DU Content:</i>	all content, including but not limited to information, videos and photos, made available by 3DUuniversum or its licensor(s) through the Service;
<i>Account:</i>	the user account created by you;
<i>Agreement:</i>	the agreement between 3DUuniversum and you regarding the access to and use of the Service. These Terms of Use form an integral part of the Agreement;
<i>Content:</i>	3DU Content and User Content;
<i>Intellectual Property Rights:</i>	all intellectual property rights and associated rights, including copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights, and neighbouring rights, as well as rights to knowhow;
<i>Privacy Policy:</i>	the privacy policy of 3DUuniversum http://3duniversum.com/privacy-policy/ ;
<i>Service:</i>	the access and use of the 3DU App, facilitated by 3DUuniversum to User;
<i>Terms of Use:</i>	the underlying terms and conditions of 3DUuniversum pertaining to the use of the Service;
<i>User / you:</i>	the person or legal entity entering into an agreement with 3DUuniversum for the use of the Service;
<i>User Content:</i>	all information, data or material in the form of images, videos, text and audio-visual material or any other content submitted by a User through the Service;
<i>Website:</i>	the website www.3duniversum.com including all underlying web pages.

2 General

- 2.1 These Terms of Use apply to all Agreements between you and 3DUniversum and every use made of the Service via your Account.
- 2.2 The applicability of any general -, purchase -, delivery - and/or other conditions of User are explicitly and expressly excluded and shall thus not apply, unless set out differently by 3DUniversum expressly and in writing.
- 2.3 3DUniversum may amend and/or supplement these Terms of Use from time to time. You will be notified of any changes to the current Terms of Use when you use the Service, via the Website or otherwise. If you keep using the Service after the Terms of Use have been amended/supplemented, you unconditionally agree to the amended/supplemented Terms of Use. If you do not wish to accept the amendments and/or supplements, your only remedy is to cease using the Service.
- 2.4 If at any time any provision of these Terms of Use is or becomes illegal, void or invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of these Terms of Use and such invalid provision shall be replaced by another provision which, being valid in all respects, shall have an effect as close as possible to that of the replaced provision.
- 2.5 Additions to and/or deviations from these Terms of Use are only valid when confirmed in writing by 3DUniversum.

3 Service and availability

- 3.1 If you comply in full with all obligations pursuant to these Terms of Use, 3DUniversum will grant you a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use the Service.
- 3.2 To the best of its ability, 3DUniversum will make efforts to provide the Service with due care. You accept that the Service, only contains the functionalities and other characteristics as it contains at the moment of your use ("as is" and "as available"). Each and every use of the Service is for your own risk and responsibility.
- 3.3 3DUniversum is at all times, without in any way becoming liable to you, entitled:
- to make procedural and technical alterations and/or improvements to the Service; and
 - to temporarily discontinue or limit the Service or your Account if, in its view, this is necessary, for example for purposes of preventive, corrective or adaptive maintenance. 3DUniversum will notify you of the temporary unavailability or restricted use of the Service insofar and as soon as reasonably possible.

4 Account

- 4.1 In order to optimally use the Service, the User must create an Account by following the registration process in the 3DU App. Any registration is solely for you and you may only use one single Account. You may not use the Account of any other User, or allow others to use your Account, and you are solely responsible for preventing such unauthorized use of your Account.
- 4.2 You are personally responsible for keeping your Account information secret. This means also that you are liable for every use that is made of the Service via your Account. You are obliged to notify 3DUniversum immediately as soon as you realize or suspect that your Account has fallen into the hands of unauthorized parties, without prejudice to your own obligation to take effective measured yourself, e.g. changing your password. 3DUniversum is not liable for any loss arising in any way from or related to the unauthorised use of your Account.
- 4.3 It is not permitted to provide information during registration that is not accurate, complete and up-to-date or to create an Account for another natural person or legal entity;

5 Use of the Service

- 5.1 Each and every use of the Service is at your own risk and responsibility. 3DUniversum has no knowledge of and/or interference with the User Content that is made available by you through use of the Service and/or your Account. You are solely responsible and liable for User Content you provide. 3DUniversum accepts no responsibility whatsoever for any decisions made by you based on the Content in the 3DU App. The User acknowledges and agrees that 3DUniversum does not have any influence over the User Content uploaded by means of the Service. 3DUniversum is never liable and/or responsible for the User Content provided by means of Service.
- 5.2 For the use of third party services you are bound by the conditions for use of these services. 3DUniversum has no control over, and assumes no responsibility for the data, content, information, privacy policies, terms and conditions, and/or practices of any of these third party services.
- 5.3 You may not use the Service in the following manner:
- a. use the Service in a way that is contrary to its purpose;
 - b. use the Service with a device that contains viruses, Trojan horses, worms, bots or other malicious software that can alter, damage, disable, infect or delete the 3DU App or make it unavailable or inaccessible;
 - c. deliberately involve manual or automated software, devices, or other processes to "crawl", "spider" or scrape any Content;
 - d. to reproduce or decompile the 3DU App or to apply reverse engineering to it, unless permitted by mandatory law;
 - e. to remove and/or to circumvent security measures or technical limitations (including limitations to the use) of the 3DU App;
 - f. infringe any third party's Intellectual Property Rights, privacy rights or any other rights;
 - g. involve any illegal activities or activities that are contrary to morality or public order;
 - h. deliberately involve false or misleading information; and/or
 - i. involve otherwise inappropriate use, respectively be harmful to the (commercial) interest of 3DUniversum.

6 Payment

- 6.1 In order to have access to and make use of the Service you shall pay the prices as agreed upon between both parties. The prices for the access to and use of the Service are stated in Euros and are exclusive of Dutch VAT, government levies and other charges.
- 6.2 3DUniversum is entitled to adjust the applicable prices and rates in writing subject to advance notice of at least one month.
- 6.3 Amounts due shall be paid by you in accordance with the payment terms that have been agreed or that are stated on the invoice. You shall not be entitled to suspend any payments or to offset any amounts due.
- 6.4 In the event you fail to fulfil your payment obligations, 3DUniversum may terminate the Agreement with immediate effect and/or suspend access to and/or use of Service.

7 Intellectual Property Rights

- 7.1 The Intellectual Property Rights relating to the 3DU App and the 3DU Content, are owned by 3DUniversum and/or its licensors. Nothing in the Agreement constitutes the transfer of any Intellectual Property Rights from 3DUniversum to you. You are solely granted a license as described in Article 3.2.
- 7.2 In principle, you retain the Intellectual Property Rights relating to the User Content you make available through the Service. You acknowledge and accept that by making the User Content available through the Service, you automatically and free of charge grant

3DUniversum an unlimited, worldwide, irrevocable, sublicensable and transferable right to reproduce, distribute, redistribute, modify, translate, adapt, prepare derivative works, display and otherwise use all or part of the User Content, by any and all means, to the extent that this is required in the context of providing the Service and/or our business activities (such as, without limitation, for promoting and marketing the Service). For the avoidance of doubt, this article 7 will survive termination of the Agreement.

- 7.3 User represents and warrants that it has all rights to grant the licenses as laid down in article 7.2 of these Terms of Use, without infringing or violating any third party rights, including but limited to, any privacy rights, publicity rights, Intellectual Property Rights or any other proprietary rights. User indemnifies 3DUniversum against any and all third party claims, based upon any alleged infringement of such third party rights in relation to the User Content.
- 7.4 3DUniversum does not claim any ownership rights of the User Content, has no obligation to review the User Content and can in no way be held responsible for the User Content uploaded through the Service. Notwithstanding the foregoing 3DUniversum can remove and/or block any User Content uploaded through the Service for any reason and without notice.

8 Privacy

- 8.1 In order to make use of the Service it is required that you create an Account via the 3DU App. You will provide 3DUniversum with personal information such as name and e-mail address. The provision of this information is subject to legislation in respect of privacy, such as the Dutch Personal Data Protection Act ("*Wet bescherming persoonsgegevens*"). 3DUniversum only uses your personal data in accordance with the Privacy Policy.
- 8.2 By using the Service, User may provide 3DUniversum with personal data of third parties, including but not limited to its clients, visitors, customers etc. The provision of this personal data is subject to legislation in respect of privacy, such as the Dutch Personal Data Protection Act ("*Wet bescherming persoonsgegevens*"). User accepts that it is responsible for compliance with such legislation in using the Service. User guarantees that it will comply with all legal obligations regarding the processing of personal data of its visitors and indemnifies and holds 3DUniversum harmless against any claims of third parties relating to or following from the processing of personal data by 3DUniversum.

9 Duration and termination

- 9.1 The Agreement between you and 3DUniversum shall commence when you create an Account and will be in force until it is terminated ("*opzeggen*") in accordance with this article.
- 9.2 You will be entitled to terminate ("*opzeggen*") the Agreement by sending 3DUniversum a request thereto in writing. In case of termination you must immediately cease any and all use of the Service and permanently remove the 3DU App from your device.
- 9.3 3DUniversum may immediately (temporarily or permanently) suspend your access to the Service at any time, and without notice to you if you breach these Terms of Use, do not fulfil your payment obligations or otherwise engage in activities that 3DUniversum reasonably determines are likely to cause liability to 3DUniversum. 3DUniversum will not be liable for any costs, expenses, or damages as a result of its termination of the Agreement.
- 9.4 On termination ("*opzegging*") of the Agreement, for any reason whatsoever, 3DUniversum will block your Account and you will no longer have access to your Account. 3DUniversum is not obliged to retain any Content or information and/or to furnish it to you or to convert or export such Content.
- 9.5 In the event of termination ("*ontbinding*"), any performance already delivered and the payment obligations related to it will not be the subject of reversal, unless 3DUniversum is in default in relation to such performance. Amounts invoiced by 3DUniversum before

the termination in connection with anything that it has already performed or delivered in implementing the Agreement will continue to be owed and will become immediately due and payable at the time of the termination.

10 Liability

- 10.1 3DUniversum's liability, whether based upon (attributable) default, unlawful act or any other ground, is limited (i) to direct damages only, and (ii) to the total amounts paid for the Service in that particular calendar year. In any case, the total, cumulative, aggregated liability of 3DUniversum, shall not exceed the amount of EUR 500.
- 10.2 Direct damage shall solely mean:
- a. reasonable expenses that you would have to incur to make 3DUniversum's performance conform to the Agreement, unless the Agreement is rescinded ("ontbonden") by you;
 - b. reasonable expenses incurred by you to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms of Use; and
 - c. reasonable expenses incurred to prevent or mitigate damage, insofar as they relate to direct damage within the meaning of these Terms of Use.
- 10.3 Any liability on 3DUniversum's part for damages other than direct damage, including but not limited to indirect loss, consequential loss, loss and/or damage of data/Content, loss of profit and loss of revenue, loss of savings, reduced goodwill, damage by business interruption and damage as a result of claims from third parties is excluded.
- 10.4 The restrictions mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or wilful recklessness on the part of 3DUniversum or its managers ("own actions").
- 10.5 No right to damages shall exist unless you notify 3DUniversum in writing of the damage promptly after it has arisen. Any claim for damages against 3DUniversum shall become extinguished by the mere lapse of one (1) month after the claim has come into being.

11 Warranties and indemnifications

- 11.1 3DUniversum does not guarantee:
- a. that the Service shall be available to you at all times and without interruptions, faults or disturbances;
 - b. that the Service shall be effective or the use of the Service shall lead to certain results;
 - c. that the Content shall be accurate, up to date and complete.
- 11.2 3DUniversum is not responsible for:
- a. the purchase and/or the proper operation of your infrastructure;
 - b. transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet;
 - c. loss, damage, inaccuracy and/or incompleteness of any Content;
 - d. making backup copies of any Content;
 - e. any unauthorized use or attempted use of the Service; or
 - f. the management, including checking the settings, the use of the Service and the manner in which the results of the Service are used.
- 11.3 You guarantee that you will not use the Service in a way that:
- a. infringes the rights of 3DUniversum or third parties, including but not limited to Intellectual Property Rights or rights in relation to the protection of privacy;
 - b. is contrary to any current legislation or regulations; or
 - c. is contrary to any provision in these Terms of Use.
- 11.4 You indemnify 3DUniversum against all damage and costs, including – but not limited to – damages resulting from (alleged) infringements of Intellectual Property Rights, claims by third parties, including but not limited to fines imposed by supervisors, collection costs,

the statutory commercial interest, loss of profits, penalties incurred and legal fees, which 3DUniversum incurs or which result from (i) attributable breach of the Terms of Use by you, (ii) any use of the Service by a User or (iii) an unlawful act.

12 Force Majeure

- 12.1 In the event of force majeure, there will be no attributable failure in the performance of the Agreement by 3DUniversum.
- 12.2 Force majeure includes, among other things, employees on sick leave and/or absence of employees who are crucial to the supply of the Service, interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of 3DUniversum's suppliers, failure on the part of third parties engaged by 3DUniversum, interruptions in the connection to the internet (whether or not due to a DDoS attack or an attempt thereto), hardware malfunctions, malfunctions in networks, including telecommunication networks, and other unforeseen circumstances.
- 12.3 If the force majeure continues for at least sixty (60) days, 3DUniversum is entitled to terminate the Agreement without being obliged to pay any compensation for this termination.

13 Miscellaneous

- 13.1 3DUniversum may transfer rights and obligations arising from these User Terms or the Agreement to third parties and will notify you of this. You are not permitted to transfer to third parties any right derived from an Account without 3DUniversum's prior written consent.
- 13.2 The User agrees that these terms and conditions supersede any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of these Terms of Use.
- 13.3 3DUniversum may transfer the Agreement, and its rights and obligations thereunder to any third party, without prior (written) approval of User.
- 13.4 These Terms of Use and the use of the Service are governed by Dutch law.
- 13.5 To the extent that national or international rules of law do not prescribe otherwise as mandatory, all controversies, disputes or claims arising out of or relating to the Agreement or the breach thereof which shall not have been amicably settled by the parties shall be exclusively and finally settled by the competent civil court in Amsterdam, the Netherlands.

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