

## END USER LICENCE AGREEMENT

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES.**

**YOUR ATTENTION IS PARTICULARLY DRAWN TO:**

**CLAUSE 4 – WARRANTY**

**CLAUSE 5 – LIMITATION OF LIABILITY**

This End User Licence Agreement (**EULA**) is a legal agreement between you and 3DUserNet Ltd, a company incorporated and registered in England with company number 08396101 whose registered office is Building 3 Chiswick Business Park, Chiswick High Road, London, United Kingdom, W4 5YA (**us** or **we**) for:

- the software known as “Viewer”, “Project”, “Pro” and a trial offer as described on our website [www.3dusernet.com](http://www.3dusernet.com) or any other website noted to you (including, without limitation, the services available at our website), plug-ins, email notifications, applications, buttons, widgets, and associated services (**Service**); and
- online content, including, without limitation, any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Service including, but not limited to, information provided by you (as defined at clause 9) (**Content**).

We licence use of the Service and Content to you on the terms of this EULA and subject to any rules or policies applied by us and/or any third party provider or operator. We do not sell the Service or Content to you. We remain the owners of the Service and Content at all times.

The consideration for your access to this software has been dealt with in a separate agreement.

### **Operating system requirements:**

The Service requires a device with access to the internet running an up to date version of Chrome, Microsoft Edge, Safari, Firefox, Opera or similar.

### **Important notice:**

- By clicking "Accept" and/or using the Service you agree to be bound to the terms of this EULA.
- The terms of this EULA include the Privacy Policy, accessible through [www.3dusernet.com](http://www.3dusernet.com)

- If you do not agree to the terms of this licence, we will not license the Service and Content to you and you may not use or access the Service or Content.
- The organisation which has provided access to your use of the Service may cancel your access to the Service subject to the terms of a separate agreement between the relevant organisation and us.
- You should keep a copy of this EULA for future reference.

Operative Provisions:

1. **SERVICES**

- 1.1 The terms of this EULA apply to the Service and any additional service accessible to you through the Service, including any updates or supplements to the Service, unless we provide you with separate terms, in which case those terms apply.
- 1.2 We may update these terms from time to time by providing a notice to you via the Service. You must accept those updated terms in order to continue receiving access to the Service.
- 1.3 From time to time updates to the Service may be issued. Depending on the update, you may not be able to use the Service until you have updated software or hardware as required and accepted any new terms.
- 1.4 You will be assumed to have obtained permission from the owners of the devices that are controlled and/or owned by you and described in condition 2.4 (**Devices**) to access the Service on the Devices. The Device owner may be charged by service providers for internet access.
- 1.5 You are responsible for all costs incurred in relation to using the Service. We are not responsible for any costs incurred in use of the Service or Content and no refunds will be provided.
- 1.6 The terms of our privacy policy as amended from time to time, (**Privacy Policy**) are incorporated into this EULA.
- 1.7 In addition to the terms of the Privacy Policy, by using the Service, you acknowledge and agree that, while reasonable efforts will be made to keep your data safe, internet transmissions are never completely private or secure. You understand that any information you send using the Service (including encrypted information) may be read or intercepted by others.
- 1.8 By using the Service, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals to improve our products and to provide the Service to you.

- 1.9 The Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.10 In addition to the provisions of our Privacy Policy, you acknowledge and agree that we may pass your data to third parties to assist in the provision of the Service, use your data for our own business and research purposes (in anonymised form), and for managing user subscriptions, and that we may relay anonymised data to third parties for any purpose. The provisions of this clause are also subject to a separate agreement which has been entered into between us and the organisation which has provided you with access to the Service.
- 1.11 We will not transfer your data outside the EEA.

## 2. **GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the Service, subject to these terms, and any other terms notified to you from time to time, incorporated into this EULA by reference. We reserve all other rights.
- 2.2 The terms of this licence apply to the provision of the Service for the duration you or a third party on your behalf have subscribed to and/or including any period where your account has been suspended.
- 2.3 You may opt to receive additional services from us. Any additional services or Content received as a result of payment to us are incorporated into the definition of "Services".
- 2.4 You may access the Service on Devices to view and use the Service and use the Content. Your level of access will depend on whether you have paid for use of additional features (as outlined at clause 2.2).
- 2.5 Except as expressly set out in this EULA or as permitted by any local law, you must not:
- 2.5.1 copy the Service or Content except where such copying is incidental to normal use of the Service, or where it is necessary for the purpose of back-up or operational security;
  - 2.5.2 download, transcribe, record or otherwise make a tangible or intangible copy of all or part of the Service or Content provided to you except where this is incidental to use of the Service;

- 2.5.3 rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Service or Content;
- 2.5.4 make alterations to, or modifications of, the whole or any part of the Service or Content, or permit the Service or any part of it to be combined with, or become incorporated in, any other programs;
- 2.5.5 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Service or attempt to do any such thing except to the extent that (by virtue of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Service with another software program, and provided that the information obtained by you during such activities:
  - (a) is used only for the purpose of achieving inter-operability of the Service with another software program;
  - (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party;
  - (c) is not used to create any software that is substantially similar to the Service;
- 2.5.6 provide or otherwise make available the Service in whole or in part (including object and source code), in any form to any person without prior written consent from us;
- 2.5.7 use the credentials of any other person or entity to access the Service;
- 2.5.8 use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system;
- 2.5.9 infringe our intellectual property rights or those of any third party in relation to your use of the Service or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- 2.5.10 use the Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or

- 2.5.11 collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.
- 2.6 Except as expressly set out in this EULA or as permitted by any local law, you must:
  - 2.6.1 include our copyright notice on all entire and partial copies you make of the Service on any medium;
  - 2.6.2 if issued with details, such as user account details and passwords, keep this information confidential;
  - 2.6.3 comply with all technology control or export laws and regulations that apply to the technology used or supported by the Service (**Technology**);
  - 2.6.4 provide us with an irrevocable, perpetual, world-wide and royalty free licence to display Content on the systems of third parties; and
  - 2.6.5 ensure that where Content or the Service is used on third party systems you have the appropriate permissions from the third party for such use.
- 2.7 You warrant that all information provided to us during your use of the Service is true and accurate in all respects and that you will keep all provided information up to date.
- 2.8 You acknowledge that all information provided to you by us in the provision of the Service is based on the information you provide to us and can therefore only be accurate insofar as the information provided to us is accurate.

### 3. **INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Service, the Content and the Technology anywhere in the world belong to us or our licensors, that rights in the Service are licensed (not sold) to you, and that you have no rights in, or to, the Service, the Content or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 3.2 You acknowledge that you have no right to have access to the Service in source-code form.

### 4. **WARRANTY**

- 4.1 You warrant that you are capable and entitled to enter into this EULA and that this EULA is separate to any other agreement you have entered into with us.

- 4.2 We do not warrant the Service or Content to any extent other than any statutory legal rights you may have is not faulty or as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 We do not warrant that your use of the Service or Content will meet your need or expectation and as such the Service and Content is provided for information purposes only. No benefit to any individual or company is guaranteed by use of the Service or Content.
- 4.4 We do not warrant the accuracy of the data provided to you in the use of the Services.
- 4.5 You warrant that you will follow usage instructions of the Service to the extent provided to you.
- 4.6 We do not warrant that access to the Service will be uninterrupted. Nor do we warrant that the Service (including without limitation) information uploaded to the Service will be available at any given time (e.g. without limitation, during consultancy with a medical professional). You therefore acknowledge and agree that it is your responsibility to back up any information you may upload via the Services and you hereby warrant that you will do so. You hereby indemnify us against any and all loss, claims, damages and/or other events arising from your breach of this warranty.

## 5. **LIMITATION OF LIABILITY**

- 5.1 You acknowledge that it is your responsibility to ensure that all data and information you upload via the Services is accurate and complete.
- 5.2 You acknowledge that it is your responsibility to use the Services in a manner acceptable to us.
- 5.3 Subject to the terms of this agreement, we accept no liability for any and all loss, claims, damages and/or other events as a result of incomplete and/or inaccurate information being uploaded to the Service and/or you relying on the Service.
- 5.4 You acknowledge that the Service has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Service as described in the Content meet your requirements.
- 5.5 You agree not to use the Service and Content for any resale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.6 Nothing in this EULA shall limit or exclude our liability for:

- 5.6.1 death or personal injury resulting from our negligence;
- 5.6.2 fraud or fraudulent misrepresentation; and
- 5.6.3 any other liability that cannot be excluded or limited by English law.

## 6. **TERMINATION**

6.1 We may terminate this EULA immediately by written notice to the relevant third party who has provided you with access to the Service:

- 6.1.1 if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- 6.1.2 the third party fail to make any payment due to us; or
- 6.1.3 if we terminate, novate or assign any licence or agreement relating to the Technology.

6.2 On termination for any reason:

- 6.2.1 all rights granted to you under this EULA shall cease;
- 6.2.2 you must immediately cease all activities authorised by this EULA, including your use of any Service;
- 6.2.3 you must immediately delete or remove the Service from all Devices, and immediately destroy all copies of the Service and Content then in your possession, custody or control and certify to us that you have done so;
- 6.2.4 we may remotely access the Devices and remove the Service from all of them and cease providing you with access to the Service; and
- 6.2.5 any information uploaded via the Service will be deleted.

## 7. **COMMUNICATION**

7.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to [info@3dusernet.com](mailto:info@3dusernet.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.

7.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your request for the Service.

## 8. **EVENTS OUTSIDE OUR CONTROL**

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 8.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## 9. **INFORMATION PROVIDED BY YOU**

- 9.1 We are not responsible for the veracity of any information provided by you as an end user and you must ensure that any information you input to the Service or provide by way of Content is true, accurate and complete.
- 9.2 We may use any information provided by you for marketing and statistical purposes.

## 10. **OTHER IMPORTANT TERMS**

- 10.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 10.2 You may not transfer your rights or obligations under this EULA.
- 10.3 If we fail to insist that you perform any of your obligations under this EULA, 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 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.
- 10.4 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 10.5 Each of the conditions of this EULA 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.

Please note that this EULA, its subject matter and its formation, are governed by English law. We both agree that the courts of England will have exclusive jurisdiction.