

Terms and conditions

Version 1 (May 2024)

1. Scope

1.1 These terms and conditions apply to the offerings by ScannedReality GmbH, c/o Thomas Schöps, Fichtenstraße 2, 85774 Unterföhring, Germany (hereinafter "**ScannedReality**"). In particular, this includes:

- 1.1.1 The use of a user account on the website <https://scanned-reality.com> (hereinafter "**Website**"), free of charge.
- 1.1.2 The use of the software "ScannedReality Studio" (hereinafter "**Software**") in the free and paid versions.

1.2 The offerings may be used both by consumers and by businesses and institutions (hereinafter "**Users**").

1.3 Conflicting or different terms by Users do not apply, unless their validity has been expressly agreed to in writing by ScannedReality.

2. Contract formation

2.1 ScannedReality's offerings are exclusively aimed at Users who have reached the legal minimum age for concluding contracts.

2.2 The presentation of the Software on the Website does not constitute a binding application to conclude a purchase or rental agreement. Rather, it is a non-binding invitation to subscribe to the software.

2.3 Contracts may exclusively be concluded in English language.

2.4 Use of the Software requires registering a user account on the Website.

- 2.4.1 In order to register a user account, after a click on "Sign up", an email address needs to be entered and consent to the terms and conditions must be confirmed. Afterwards, the User receives an email in which a link has to be clicked to confirm the email address (double opt-in). After clicking the link, a password has to be chosen, after which the registration process may be concluded by a click on "Confirm registration".
- 2.4.2 By completing the registration process, the User makes an offer to complete a contract for the use of the Website and the Software in the free version. ScannedReality can accept this offer by sending a registration

confirmation. Granting access to the member area of the Website amounts to confirmation of acceptance.

2.5 In the member area of the website, a contract about the use of the Software in the paid version may be concluded.

- 2.5.1 In order to do this, after selecting the desired offering, the "Subscribe" button must be clicked. On the following page, consent to the terms and conditions must be confirmed, and, for consumers, consent to the right of withdrawal for digital services must be confirmed. After clicking "Continue" the User is forwarded to [Stripe](#), the payment processor used by us, where the payment details and billing address must be entered. With a click on the button "Subscribe now with obligation to pay" (or similar clear labeling) the ordering process is completed there.
- 2.5.2 By completing the ordering process, you make a binding offer to conclude the contract. At this point, ScannedReality will immediately send a confirmation email, which concludes the contract. You thereby gain access to your subscription immediately.
- 2.5.3 On the final page of the ordering process, all details of the order are displayed such that potential mistakes may be identified. The entered details may be corrected there at any time.

3. Services

3.1 The Software is provided as a download on the Website. The range of functions (specification of services) of the Software is described in its [documentation](#), which is also available on the Website.

3.2 ScannedReality grants the User a non-exclusive, non-transferable, non-sublicensable, time-limited right to install and use the Software, which is licensed by us to the User as set out in these terms and conditions.

3.3 The customer acquires no rights to the software other than those expressly stated in these terms and conditions.

3.4 The right of use is restricted to the use on up to 3 devices per user account, unless something different has been agreed to individually. This restriction is implemented by the Software in a technical way.

3.5 As long as ScannedReality offers the Software, it will provide updates for it, which may be downloaded on the Website. Users are notified about updates by email, unless they objected to this. ScannedReality reserves the right to expand or adapt the software through updates if there is a good reason for doing so. Updates do not incur any additional costs for Users.

3.6 ScannedReality endeavors to provide support for the Software, however, we do not commit ourselves to specific services or expenses, unless this has been agreed to individually. If a support prioritization is specified in the product description, this should only be understood as a prioritization, not as a promise of certain services.

4. Costs and terms of payment

4.1 The prices stated on the Website include statutory VAT and other price components.

4.2 The transaction currency is EUR (Euros).

4.3 The User is offered different payment options, e.g., by credit card. The selection of the available payment methods is the responsibility of the payment service provider that we use, [Stripe](#). There is no right to use any possible payment method.

4.4 Payments are due in advance for the respective subscription period. Electronic invoices are sent by email and are available in the customer area.

4.5 If a payment owed by the User under the agreement is overdue, ScannedReality notifies the User via email. In this case, ScannedReality is entitled to block the User's access to the paid version of the Software until the outstanding amount has been paid.

4.6 ScannedReality may offer discounts to academic Users. ScannedReality decides at its own discretion whether a User receives these benefits.

5. Right of withdrawal

In the event that you are a consumer within the meaning of Section 13 BGB (German law), meaning that you conclude the contract for purposes that can predominantly be attributed neither to your commercial nor to your self-employed professional activity, then you have a right of withdrawal as explained in the [appendix to these terms and conditions](#). This right of withdrawal only applies to consumers.

6. Duration and cancellation

6.1 Paid software subscriptions have a minimum contract term of one or six months, depending on the User's selection; for consumers, only the former option is available. After the end of the minimum contract period, subscriptions are

extended indefinitely. The duration of a billing period equals the originally selected minimum contract term.

6.2 Paid software subscriptions can be canceled at the end of the minimum contract period or the current billing period. Termination at the earliest possible date can be carried out, for example, by using the button "Manage or cancel subscription" in the member area and confirming the cancellation on the following pages. The right to use the software remains after termination until the end of the minimum contract term or the current billing period.

6.3 The right of termination for important reasons for both contractual parties remains unaffected.

6.4 User accounts can be deleted by the User in the member area. As a result, access to the software is lost and any paid software subscription belonging to this user account will be automatically canceled at the earliest possible date.

7. Technical requirements for use

7.1 It is up to the User to ensure that the devices on which the Software is used fulfill the technical minimum requirements of the Software, as described in its documentation.

8. Limitations

8.1 User accounts or their access data may not be passed on to third parties. The User is obliged to treat their access data confidentially and to protect it from access by third parties.

8.2 Unless applicable law gives you more rights despite this limitation, you may not:

- 8.2.1 Work around any technical limitations in the Software or any part thereof that only allow you to use it in certain ways, or bypass, disable, or circumvent any included encryption, security, digital rights management or authentication mechanism.
- 8.2.2 Reverse engineer, decompile, or disassemble the Software or any part thereof, or attempt to do so, except and only to the extent permitted by licensing terms governing the use of open-source components that are included with the software.
- 8.2.3 Remove, minimize, block, or modify any copyright, intellectual property or other proprietary notices within the Software or any part thereof.
- 8.2.4 Use the Software or any part thereof in any way that is against the law or to create or propagate malware.

- 8.2.5 Share, publish, (re)distribute, modify, sell, rent, lend, sublicense, lease, or create derivative works of the Software or any part thereof, or provide the Software or any part thereof as a stand-alone hosted solution for others to use.
- 8.2.6 Copy or transfer software libraries out of the Software to use them individually, except and only to the extent permitted by licensing terms governing the use of open-source components that are included with the software.

9. Data protection

9.1 Data processing in connection with the contracts regulated in these terms and conditions is governed by our privacy policy, which you may access at <https://scanned-reality.com/privacy>.

10. Warranty

10.1 ScannedReality GmbH warrants during the statutory warranty period that the functionality of the software essentially corresponds to the specifications described in the documentation.

10.2 For consumers, warranty claims are governed by the statutory provisions. If you are a business in the sense of Section 14 BGB (German law), meaning that when concluding a legal transaction, you act in the exercise of your commercial or self-employed professional activity, then the statutory provisions apply with the following modifications:

- 10.3.1 Insignificant deviations from the service description are not considered defects.
- 10.3.2 Defects shall be documented by adequate, reasonable documentation by the User (e.g. description of the error with screenshots).
- 10.3.3 In the event of defects, we will, at our discretion, provide a guarantee through repair or replacement delivery, e.g. through software updates (subsequent performance).
- 10.3.4 If supplementary performance fails within a reasonable period of time, you can, at your discretion, request a reduction in price or withdraw from the contract.

11. Liability

11.1 To the extent permitted by law, ScannedReality is not liable for damages which are due to improper use of the software.

11.2 Unlimited liability: We are liable without limitation for intent and gross negligence as well as in accordance with statutory provisions. We are liable for damages resulting from injury to life, body and health of persons due to slight negligence.

11.3 Otherwise, the following limited liability applies: In the case of slight negligence, we are only liable in the event of a breach of an essential contractual obligation, the fulfillment of which enables the proper execution of the contract and on whose compliance you can regularly rely (cardinal obligation). Liability for slight negligence is limited to the amount of damage that was foreseeable at the time the contract was concluded and which must typically be expected to occur. This limitation of liability also applies to our proxys.

12. Dispute resolution

12.1 The European Commission provides a platform for online dispute resolution. You can find the platform at <https://ec.europa.eu/consumers/odr/>.

12.2 We strive to settle potential disputes amicably. However, we are neither obliged nor ready to participate in dispute resolution procedures at a consumer arbitration service.

13. Applicable law

13.1 For contracts between us and you, German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer law provisions of the country in which you usually reside remain unaffected by the choice of law (particularly with regard to the conclusion of the contract and warranty law).

13.2 If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with contracts between us and you is our place of business.

14. Updates to these terms and conditions

14.1 ScannedReality may update these terms and conditions. We will inform Users about this by email, highlighting the changed passages.

14.2 The changes will only become effective for existing contracts if you actively agree to them. We will inform you of this in the email.

14.3 If you do not agree to the changes, the old terms and conditions will remain valid for your contract. However, ScannedReality reserves the right to terminate your contract at the next possible date in this case.

15. Closing provisions

15.1 We do not save the complete contract text. Before sending an order via our website, the contract data can be printed out or saved electronically using the browser's print function. The most current version of the terms and conditions can be read and downloaded from the Website at any time. The version of the terms and conditions that apply to your account can be read and downloaded in the member area under the link "Terms and conditions for my account". After receipt of an order, the order data, the legally required information for distance contracts and the terms and conditions will be sent to you again by email.

15.2 If one or more provisions of these terms and conditions are or become ineffective, this will not affect the effectiveness of the remaining provisions.

These terms and conditions are in part based on a sample by:

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