

ARTOMATIX TERMS OF SERVICE

DEFINITION

In this section are the recurring terms present in the Terms of Service defined hereinafter:

“Service”, “Site”, “Application”, “Software” refer to Artomatix Limited’s website and any successor sites provided by Artomatix Limited.

“We”, “Us”, “Our” and terms of similar meaning refer to Artomatix Limited

The “Materials” refers to text, files, software, applications, code, hidden text, databases, pictures, photographs, video footage, graphics music, sounds and other material belonging to Artomatix Limited.

“The IPR” refers to copyright, trade marks, trade secrets, patents, designs or other proprietary and intellectual property rights recognize by legal authorities.

INTRODUCTION

By using any of the Artomatix web sites (in these terms we call these sites and any successor sites, and any software provided by Artomatix Limited for use with the site, "Service", "Site", "Application", "Software" and in relation to Artomatix Limited and/or Artomatix, "we", "us", "our" and terms of similar meaning), or any other services of Artomatix Limited you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Artomatix Limited reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. If you do not agree with the changes you can cancel your account with us without further obligation, except for the amount due for the balance of the billing period in which you cancel your account.

1. SETTING UP AND USING YOUR ACCOUNT

1.1 REGISTRATION TERMS

To register and use the Service, you must:

- a. provide a valid email address and any other information reasonably required in order to complete the signup process;
- b. be 18 years of age or older;
- c. be a human. Accounts registered by "bots" or other automated methods are not permitted;
- d. promptly discharge all charges and other monthly fees as they fall due to access and use the Service; and
- e. comply with these Terms of Service.

You are responsible at all times:

- a. for maintaining the security of your account and password. Artomatix Limited cannot and will not be liable for any loss or damage from your failure to comply with this security obligation; and
- b. for all content posted and activity that occurs under your account.

1.2 MODIFICATIONS TO THE SERVICE AND PRICES

Artomatix Limited reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, as are displayed at this Site or otherwise notified to you from time to time are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to this Site or the Service itself.

Artomatix Limited shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

1.3 PAYMENT AND REFUNDS TERMS

A valid credit card is required for paying accounts.

The Service is billed to you in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of Service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only the European Union for VAT.

1.4 CANCELLATION AND TERMINATION OF YOUR ACCOUNT

Subject to these Terms of Service, you may cancel your account at any time by logging into Artomatix and selecting the 'Account' page. You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation.

Your account will continue and monthly subscription fees and charges will continue to accrue until such time as your account is canceled or terminated in accordance with these Terms of Services.

Upon cancellation or termination, you will be given the choice to delete all your content or to keep it. If the latter is chosen, it will be made available to you upon reactivation of your account. If deleted, this information cannot be recovered once your account is canceled.

If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.

Artomatix Limited may terminate your account at any time upon notice should you violate these Terms of Service or otherwise fail to comply with your obligations hereunder. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Artomatix Limited customer, client, employee, member, or officer will result in immediate account termination.

2. CONTENT, OWNERSHIP AND PROHIBITED USES

OUR CONTENT

You expressly acknowledge that the Site, the Software and the Service developed by or on behalf of Artomatix Limited each contain information, text, files, software, applications, code hidden text, databases, pictures, photographs, video footage, graphics, music, sounds and other material (the "Materials") that are protected by copyright, trade marks, trade secrets, patents, designs or other proprietary and intellectual property rights (the "IPR"), and that these IPRs are valid and protected in all forms, media and technologies existing now or developed later and that all right, title and interest in and to the Materials, the Site, the Software, the Service and all IPR therein are and shall remain the exclusive property of Artomatix Limited.

GRANT OF LICENCE

Upon registration and during the continuance in force of your account, Artomatix Limited shall and hereby grants you a non-exclusive, royalty-free, non-transferable, revocable license under the IPR in the Software and the Service to use the Software and/or the Service for your personal purposes only, subject to these Terms of Service.

NO IMPLIED LICENCE

Except as explicitly granted in these Terms of Service, no license, immunity, or other right is granted or assigned under these Terms of Service, either directly or indirectly, by implication, estoppel or otherwise, to you with respect to any IPR of Artomatix Limited.

PROHIBITED USES

You will not at any time:

- a. copy, license, distribute, sell or otherwise market the Software or the HTML/CSS/JS/Ruby or visual design elements of the Service and/or the Site, or any part thereof, or authorize any third party to do any of the foregoing;
- b. reverse engineer or decompile the Software or any IPR in the Software, except and only to the extent authorized by applicable law;
- c. remove any patent numbers, copyright notices or other notices from the Software, the Service and/or the Site;

- d. use the Software, the Service and/or the Site, or any part thereof, for any purpose or do any act which would or might infringe the Artomatix Limited IPR;
- e. use the Software, the Service and/or the Site, or any part thereof, to create, publish, post, upload, transmit, disseminate or endorse any message, data, information, text, name, software, graphics, files materials or other content that is unlawful, libelous, defamatory, profane, obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights or for any other unlawful purpose;
- f. transmit any worms or viruses or any code of a destructive nature when using or otherwise in connection with the Service, the Software and/or the Site; or
- g. modify, adapt or hack into the Service or modify another website or service so as to falsely imply that it is associated in any way with the Service, Artomatix Limited or any other Artomatix Limited service.

YOUR CONTENT

Your content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your content may cause to you or other people, companies or organisations. We claim no intellectual property rights over the new material you independently create and provide to the Service. Your profile and materials uploaded remain yours. You will use the Software and/or the Service and exercise your rights under these Terms of Service in accordance with all applicable laws (including without limitation copyright laws).

MONITORING AND ALTERING CONTENT

Artomatix Limited does not pre-screen content, but we reserve the right in our sole and absolute discretion to screen and/or remove or edit without notice any content posted or stored on the Site that is objectionable to us for any reason (or to appoint a third party to do any of the foregoing), and we may do this at any time. You are solely responsible for maintaining copies of and replacing any content you post or store on the Site.

THIRD PARTY MATERIAL

To the extent the Site, the Software and/or the Materials include or refer to any third party materials, the ownership of such third party materials shall be vested in the third party(s) concerned.

PUBLICITY

Artomatix Limited grants itself the right to use the name of any of its paying corporate clients as part of its promotional efforts.

Artomatix Limited grants itself the right to use any content generated and subsequently shared by its Users on public third parties' platform such as but not restricted to [Sketchfab.com](https://www.sketchfab.com) or [Verold.com](https://www.verold.com) as part of its promotional efforts.

3. GENERAL CONDITIONS

3.1 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Your use of the Service and the Software is at your sole risk. The Service and the Software is provided on an "as is" and "as available" basis.

Artomatix Limited does not warrant that (i) the Service and/or the Software will meet your specific requirements, (ii) the Service and/or the Software will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service and/or the Software will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service and/or the Software will meet your expectations, and (v) any errors in the Service and/or the Software will be corrected.

You expressly acknowledge and agree that Artomatix Limited shall not be liable 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 Artomatix Limited has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service, the Software and/or the Site; (ii) 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) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the Service, the Software and/or the Site.

3.2 TECHNICAL SUPPORT AND HOSTING

Technical support is only provided during the trial period and to paying account holders. Support is only available via email.

You understand that Artomatix Limited uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. Accordingly, you understand that the technical processing and transmission of the Service, including your content, involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

If your bandwidth significantly exceeds the average bandwidth usage (as determined solely by Artomatix Limited) of other Artomatix Limited customers, we reserve the right to immediately disable your account until you can reduce your bandwidth consumption.

3.3 OTHER

We respect your right to privacy and will not collect any personal information about you on this Site without your permission. We do not share your personal information, unless required by law or court order. For more information about our privacy practices, please refer to our Privacy Policy.

These Terms of Service are governed by the laws of the Republic of Ireland.

The failure of Artomatix Limited to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Artomatix Limited and govern your use of

the Service, superseding any prior agreements between you and Artomatix Limited (including, but not limited to, any prior versions of the Terms of Service).

3.4 CONTACT US

Questions about the Terms of Service should be sent to Artomatix Limited, Greenway Building, DIT Campus, Grangegorman Lower, Dublin 7, Ireland. Artomatix is a registered business name of Artomatix Limited.