

# Terms of Service

PLEASE READ THIS SERVICE CONTRACT CAREFULLY BEFORE YOU (the “**COMPANY**”) SUBMIT YOUR INFORMATION TO PERCEPT IMAGERY LTD (“**WE**”, “**US**” OR “**OUR**”) FOR USING THE PERCEPT IMAGERY PRODUCTS / SOFTWARE PLATFORMS (the “**SERVICES**”) MADE AVAILABLE TO YOU AS PART OF THIS SUBSCRIPTION. UNLESS AND UNTIL THE COMPANY HAS AGREED TO BE BOUND BY ALL OF THE TERMS OF THIS CONTRACT, COMPANY HAS NOT BECOME A CONTRACTEE OF, AND IS NOT AUTHORIZED TO ACCESS AND/OR USE, THE SERVICES.

THE “**EFFECTIVE DATE**” OF THIS CONTRACT IS THE DATE YOU HAVE SIGNED UP FOR THE SUBSCRIPTION VIA THE MEANS PROVIDED BY US OR THE DATE YOUR PRODUCT WAS MADE AVAILABLE TO YOUR USERS VIA THE SERVICES, WHICHEVER IS EARLIER. THE “**SUBSCRIPTION PERIOD**” IS THE PERIOD OF SERVICE THE COMPANY WILL SUBSCRIBE TO (MONTHLY / YEARLY) AND PAY FOR AT THE TIME OF SIGNING UP FOR THE SERVICES WITH US AND IS SUBJECTED TO THE TERMINATION OF THE SERVICES AS PER THE TERMS LAID OUT IN SECTION 10.

IN THE EVENT OF A REQUEST FOR AN ESTIMATE UNDER THE TERMS AND CONDITIONS SET OUT IN ARTICLE 4.b. (HEREINAFTER REFERRED TO AS THE “**ESTIMATE**”), THESE GENERAL TERMS AND CONDITIONS TOGETHER WITH THE ESTIMATE WILL FORM AN INDISSOCIABLE CONTRACTUAL WHOLE (HEREINAFTER REFERRED TO AS THE “**CONTRACT**”). IN THE EVENT OF A CONTRADICTION, THE ESTIMATE WILL PREVAIL OVER THE GENERAL TERMS AND CONDITIONS.

THESE GENERAL TERMS AND CONDITIONS MAY BE ACCESSED AND PRINTED OUT AT ANY TIME VIA A DIRECT LINK ON OUR HOMEPAGE [www.perceptimagery.com](http://www.perceptimagery.com) OR ON OUR PLATFORM PAGE [www.sprie.co.uk](http://www.sprie.co.uk)

## 1. Acceptance of Terms of Service

- a. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site and/or using the Services, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.
- b. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.

c. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

## 2. Eligibility

You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

## 3. Registration

To sign up for the Services, you must register for an account on the Services (an “Account”) or log in via Google or some other authentication mechanism (a “Third Party Account”) or register via any offline means offered by us. You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorisation; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person’s user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from government authorities), breach of security or unauthorised use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to us.

## 4. Implementation of the Services

a. **Subscribing on the website** (Coming soon). The Company may subscribe to the Services directly on the website, choosing a Subscription from among the proposed options and filling in the registration form provided. He must provide all the information marked as mandatory.

Incomplete registrations will not be confirmed. The Company will pay the charges as per the Subscription chosen via the Payment Methods as described in the section 9.

b. **Requesting an Estimate.** The Company also has the option of sending Us an Estimate request by email or telephone (see the contact details at the end). The different Subscription options are set out in detail on the website. On receipt of the request, We will send the Company an Estimate by any practical means, including by email to the address entered in the request. The Estimate will be accompanied by these general terms and conditions. The Company accepts the Estimate at his discretion, (i) by returning it to Us duly signed by his legal representative, or (ii) by signing the Estimate electronically, using the tools and means deemed appropriate by Us, within 10 (ten) days at the latest of the date on which it was dispatched. We reserve the right to refuse any Estimate that has not been returned within the above-mentioned deadline, and the Company will have no right to any form of compensation whatsoever. The Company is free to take out any further Subscriptions at any time at his own discretion, while these general terms and conditions are in force, either directly on the website or by requesting a further Estimate under the terms and conditions set out in this article.

## 5. Content

a. **Definition.** For purposes of these Terms of Service, the term “Content” includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Contract, “Content” also includes all User Content (as defined below).

b. **User Content.** All Content transmitted, stored, processed or linked on or through the Services by users (collectively “User Content”), whether publicly or privately, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

c. **Notices and Restrictions.** The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

d. **Use of Contract.** Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, revocable, non-sublicensable and non-transferable license to use

(i.e., to download and display locally) the Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

**e. License Grant.** User Content is not accessible by other users or third parties unless you elect to make it available to others through the Services through your Account settings or by distributing a unique link to such other users or third parties. You hereby do and shall grant each such user of the Site and/or the Services or third party with whom you share User Content a non-exclusive license for the duration of such User Content's existence to access and view your User Content through the Site and/or the Services. By transmitting User Content through the Services, you also hereby do and shall grant us a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to access and display the User Content in connection with the Site, the Services and our (and our successors' and assigns') businesses, including without limitation (but solely with respect to User Content you designate as public) for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). For clarity, the foregoing license grants to us and our users do not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

**f. Availability of Content.** We do not guarantee that any Content will be made available on or through the Site or the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), and (ii) to remove or block any Content from the Services.

## 6. Rules of Conduct

a. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services.

b. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:

i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;

ii. you know is false, misleading, untruthful or inaccurate;

iii. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, or is otherwise inappropriate as determined by us in our sole discretion;

iv. constitutes unauthorised or unsolicited advertising, junk or bulk e-mail ("spamming");

v. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data, password or other information of ours or of any third party;

vi. impersonates any person or entity, including any of our employees or representatives; or

vii. includes anyone's identification documents or sensitive financial information.

c. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

d. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, regional, national and international laws and regulations.

e. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users

and the public.

## 7. Third Party Services

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

## 8. Intellectual Property

a. **Percept Imagery's IP.** The systems, software, structures, infrastructures, databases, codes and content of all kinds (texts, images, visuals, logos, trademarks, databases, etc.) used by The Services and The Services themselves, are protected by all the intellectual property rights or database producer rights in force. All forms of disassembly, decompilation, decryption, extraction, reuse, copying and, more generally, all forms of reproduction, representation, dissemination and use of all or part of any one of these elements without our authorisation are strictly prohibited and may lead to legal proceedings.

### b. Use of Name and Trademark

Company shall not use the name, trade names or trademarks of Percept Imagery Ltd in any advertising, promotional literature or any other material, whether in written, electronic, or other form, distributed to any Third Party, except in the form provided by Us, and then solely for purposes of identifying Our Services.

c. **Ownership of the Customer Model & Data.** For the models (“**Customer Models**”) that are intended to be optimised for the use in the Services, the Customer will retain exclusive, full and entire ownership of the Customer Models. This includes the original assets and the data provisioned by the Customer for the purpose of creation or optimisation of the assets, and the 3D models (fbx / obj / dae or any other file format) with their texture files (jpeg / png / pdf images). For the purposes of supplying the Services, the Customer grants us, free of charge, a personal, non-exclusive and non-transferable right to use them under these terms and conditions.

d. If the Customer Models are NOT provided by the Company and We must create them, the ownership of those models will be with Us under the same terms and conditions as that for the Optimised Models set out in the article 8.e. The ownership of any data provided to create these models by the Company will be with the Company as per the terms and conditions laid out in article 8.c.

e. **Ownership of the optimised models.** Percept Imagery Ltd enjoys exclusive, full and entire ownership of the “**Optimised Models**”, which the Customer acknowledges and expressly accepts. To allow us to design and use the Optimised Models, the Customer grants us the intellectual property attached to the Customer Models concerned on an exclusive, permanent and worldwide basis for the legal copyright protection period. The following rights are granted: - the right to reproduce these Customer Models, entirely or partially, as originals or copies, in digital format and on any digital or computer medium, by any means or material or immaterial process, via the Services and for the sole purposes of designing and using the optimised models, - the right to represent these Customer Models in public, by any means, on any digital or computer medium, by any material or immaterial process, via the Services and for the sole purposes of designing and using the optimised models, - the right to adapt, translate, modify, arrange, transform and correct these Customer Models, particularly (and this list is not comprehensive) by retouching or reframing them, changing their format or colors, for the sole purposes of creating, designing and using the Optimised Models.

f. **Ownership of the Instagram / Facebook AR effect files.** Percept Imagery Ltd enjoys exclusive, full and entire ownership of the Facebook / Instagram augmented reality effect files, which the Customer acknowledges and expressly accepts. To allow us to design and use the augmented reality effect files, the Customer grants us the intellectual property attached to the Customer Models concerned on an exclusive, permanent and worldwide basis for the legal copyright protection period. The following rights are granted: - the right to reproduce these Customer Models, entirely or partially, as originals or copies, in digital format and on any digital or computer medium, by any means or material or immaterial process, via the Services and for the sole purposes of designing and using the augmented reality effect files, - the right to represent these Customer Models in public, by any means, on any digital or computer medium, by any material or immaterial process, via the Services and for the sole purposes of designing and using the augmented reality effect files, - the right to adapt, translate, modify, arrange, transform and correct these Customer Models, particularly (and this list is not comprehensive) by retouching or reframing them, changing their format or colors, for the sole purposes of designing and using augmented reality effect files. The Customer MAY NOT publish, download, distribute, copy, adapt, translate, modify and correct these augmented reality effect files without prior written consent from us.

## 9. Payments and Billing

a. **Paid Services.** Certain of our Services may be subject to payments now or in the future (the

“Paid Services”). Please contact us for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of this Contract.

**b. Billing.** We use a third-party payment processor (the “Payment Processor”) or Direct Debit (the “Direct Debit”) or a bank transfer (the “Bank Transfer”) (collectively, the “Payment Method”) to bill you through a payment account linked to your Account on the Services (your “Billing Account”) or through the payment information provided offline for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Service. We are not responsible for error by the Payment Processor. By choosing to use Paid Services, you agree to pay us, through the any of the aforementioned methods of payment, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorise us, through the Payment Method, to charge your chosen payment provider. You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

**c. Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, by the Payment Method, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

**d. Recurring Billing.** Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by you. By choosing a recurring payment plan, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORISATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORISATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORISATION OR CHANGE YOUR PAYMENT METHOD, CONTACT US AT THE DESIGNATED EMAIL ADDRESS ( [hello@perceptimagery.com](mailto:hello@perceptimagery.com) ) OR BY TELEPHONE.

**e. Current Information Required.** YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORISED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD.



CHANGES TO SUCH INFORMATION CAN BE MADE BY CONTACTING US VIA DESIGNATED EMAIL ID OR VIA TELEPHONE. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

**f.Change in Amount Authorised.** If the amount to be charged to your Billing Account varies from the amount you pre-authorized (other than due to the imposition or change in the amount of governing taxes and/or VAT), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

**g.Auto-Renewal for Subscription Services.** Unless you opt out of auto-renewal, which can be done through any of the provisioned methods, any Subscription Services you have signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate.

If you terminate a Subscription Service, you may use your subscription until the end of your then-current term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

**h.Reaffirmation of Authorisation.** Your non-termination or continued use of a Paid Service reaffirms that we are authorized to charge via Payment Method of your choosing for that Paid Service. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Paid Service.

**i.Free Trials and Other Promotions.** Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period in order to avoid being charged for that Paid Service. If you cancel prior to the end of the trial period and are inadvertently charged for a Paid Service, please contact us at [support@perceptimagery.com](mailto:support@perceptimagery.com).

**j.Fair Usage Policy.** Percept Imagery Ltd provides multi-tenanted SaaS and PaaS solutions and seeks to ensure and maintain an optimal user experience. We are committed to an up-front, published, simple, and transparent pricing model. We don't set out to tempt customers with low up-front pricing and then "pile on" additional charges for storage, usage etc. We do however need to ensure that the provision of our services is profitable, as well as fair. That's why we monitor the usage and work according to a Fair Use Policy ("FUP"). Following FUP will be applicable to the Customer for our AR platform Sprie.

- **Free views in Plans:** Indie - **50k**, Plus - **150k**, Pro - **500k**.
- Number of views, as indicated above, across all live products combined, will be included according to the chosen package free of charge **every month**.
- This limit will be reset at 00:00 Hrs on the 1st of every calendar month.
- When this limit is exhausted, any views served thereafter will be charged at a fixed rate of **£5 per 1000 views** (Cost Per Mille). e.g. if the views across all products on the Customer's website at the end of a particular month are 65000, the Customer will be liable to pay £75 for that month's additional 15000 views.
- This charge will be automatically debited via the Payment Method if we have the authority of direct debit. Otherwise, the charge will be invoiced to the customer and will be payable within 30 days of the invoice date.
- This FUP limit is only applicable on the products that are live on the Customer's website. The Instagram / Facebook views are excluded from this limit.
- This Fair Usage Policy may be updated from time to time to ensure the usage is within reasonable parameters and in accordance with the Contract. An email explaining the changes, if any, will be sent to the Customer whenever there is an update to this policy.

## 10. Termination

a. **Term.** This Contract commences on the Effective Date and continues for the Subscription Period, unless terminated sooner pursuant to Section 9.b.

b. **Termination.** The Company may terminate their subscription and by extension this Contract at any time (the "**Termination Date**") by means provided in the Services or by contacting Us. Additionally, either party may terminate this Contract if the other party: (a) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for two (2) days following written notice of the breach, or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

c. **Effect of Termination or Expiration.** Upon any expiration or termination of this Contract, whichever occurs first, at the end of the then Subscription Period, (a) the rights granted under this Contract will be immediately revoked and We may immediately deactivate Company's Account; (b) the Company's data will be immediately deleted by Us from the Services; and (c) any prorated refunds of the Subscription Fees would be processed and paid within 90 days of the Termination Date.

## 11. Warranty Disclaimer

a. We have no special relationship with or fiduciary duty to you. You acknowledge that we have

no duty to take any action regarding:

- i. which users gain access to the Services;
- ii. what Content you access via the Services; or
- iii. how you may interpret or use the Content.

b. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

c. THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

## **12. Indemnification**

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

## **13. Limitation of Liability**

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF (A) fees paid to us, prorated, for the particular Services during the immediately previous three (3) month period or (B) £500, whichever is lesser.

#### **14. Governing Law and Jurisdiction**

These Terms of Service shall be governed by and construed in accordance with the laws of England and Wales. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the High Court of London, England.

#### **15. Modification**

We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes.

#### **16. Miscellaneous**

**a. Entire Contract and Severability.** These Terms of Service are the entire Contract between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and

enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**b. Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

**c. Assignment.** These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

**d. Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

**e. Notices.** Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognised overnight delivery service. Electronic notices should be sent to [legals@perceptimagery.com](mailto:legals@perceptimagery.com)

**f. No Waiver.** Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorised representatives.

**g. Headings.** The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

**Version : 1.0**

**Effective Date of Terms of Service : 01/06/2020**

**Percept Imagery Ltd**

149 Preston Road

Brighton

United Kingdom

<http://perceptimagery.com>

<http://sprie.co.uk>