

## Terms of Use

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PLATFORM.**

Reality Zero One Limited (“We”) is a limited company registered in England and Wales under company number 10636978 whose registered office is at 99 Western Road, Lewes, East Sussex, BN7 1RS, who own and operate the Platform.

### Definitions:

Confidential Information: information that is proprietary or confidential.

Image: the scanned image made available to the Customer via the Platform.

Plan: the different level of use plans as entered into by the Customer, as further detailed on the Platform.

Platform: <https://app.reality01.com>

By using our platform, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms you must not use our platform.

### Services

You may use the Platform on a non-exclusive basis, solely in compliance with these terms and all applicable laws.

To obtain access to the Platform you will be required to set up an account with us, by completing the registration form and designating a user ID and password.

Once your account is set up you will be automatically enrolled on the pay as you go plan. However, you can modify your Plan and privacy choices on the Platform. Any changes to your Plan, either upgrading or downgrading are at your sole discretion.

Your account is for your personal use only and you shall not share your login details with another person.

We shall provide access to the Platform to enable you to access Images which you have scanned. These Images shall be available for you to download.

### Your Obligations

You shall not:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Platform in any form or media or by any means.
- attempt to de-compile, reverse engineer, disassemble any parts of the Platform.

You shall only scan items to which you have the appropriate and necessary rights and permission to scan.

You shall not use the Platform for any illegal or unauthorised purpose and shall not operate or scan items, which would be inappropriate or offensive.

### Our Obligations

We shall use commercially reasonable endeavours to make the Platform available 24 hours a day except for planned maintenance which we shall provide you with reasonable notice of and unscheduled maintenance, which we shall use, our reasonable endeavours to notify you of.

We will provide standard customer support during normal business hours to you.

We do not warrant that use and access to the Platform will be uninterrupted or error-free.

### **Charges**

The Platform operates using a credits system. Credits must be purchased prior to an item being scanned.

You shall pay the fees applicable to the Plan that you have entered into from time to time. If your Plan involves a monthly fee this shall be payable in advance of each month.

All payments shall be paid in pounds sterling.

### **Copyright and Intellectual Property**

We will own all intellectual property rights in all Images which are used in the Platform, except where you have specifically requested to retain ownership of the copyright and other intellectual property rights in the Image by checking the private use box on the Platform.

In all instances, we may use the Images for internal product testing and to enable us to provide you with Platform support.

### **Confidentiality**

You agree to keep any confidential information received as part of using the Platform confidential indefinitely unless it is required to be disclosed by law and we shall be under the same confidentiality obligations.

### **Data Protection**

We will comply with all UK data protection legislation. Further details of our practices can be found in our Privacy Policy: <https://app.reality01.com/privacy-policy>

### **Liability**

We do not seek to exclude liability for death, personal injury caused by our negligence, fraud or fraudulent misrepresentation.

We use reasonable skill and care in providing you with the Platform and in keeping a secure and error-free environment. Provided we have acted with reasonable skill and care we do not accept responsibility for losses that are not reasonably foreseeable, did not arise because of our breach of these terms or arose due to events beyond our reasonable control. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result, but we are not responsible for any loss or damage that is not foreseeable. Any claim for foreseeable damage or loss must be brought to our attention by you, within 1 month of the incident occurring. Any claims brought outside of this period shall not be valid. We will maintain in place adequate insurances for the duration of your use of the Platform. Our total aggregate liability for any claim or series of claims shall not exceed two times the price paid to us by you for your use of the Platform.

### **Termination of your account**

These terms shall apply for as long as you have access to the Platform, unless otherwise stated (Confidentiality provisions).

We reserve the right to cancel your Plan and access to the Platform if you are in breach of any of the terms found here or in the Privacy Policy.

When your access is cancelled either by us or if you delete your account, you will lose all rights to download, save or access your Images through the Platform.

### **Governing Law and Jurisdiction**

These terms of use and the Privacy Policy, their subject matter and their formation are governed by English law and you agree to the exclusive jurisdiction of England and Wales.

### **Miscellaneous**

If any portion of these terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these terms, it will not be considered a waiver. Any amendment to or waiver of these terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

We may transfer or assign these terms to a third party at our discretion.

No third-party rights are given expressly or implied by these terms.