



mXremote®

# Terms and Conditions

System: mXremote

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# 1. TERMS AND CONDITIONS

Please read carefully the following Agreement.

BY USING THE PLATFORM, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT USE THE PLATFORM (AND YOU ARE NOT PERMITTED TO USE IT):

If you are a personal user of the Platform all clauses other than for clauses 2, 4 and 15 apply to you and your attention is drawn in particular to the following clauses: 13, 14, 16 and 17.

If you are a corporate or institutional licensee, all clauses other than for clauses 3, 4 and 14 apply to you.

If you are an end user of the Platform made available to you under a licence held by a corporate or institutional licensee, all clauses other than for clauses 2, 3 and 14 apply to you.

- 1) mXreality Limited grants you a non-exclusive, non-transferable licence to use the Platform provided you agree to the terms and conditions of this Agreement.
- 2) If you are a corporate or institutional licensee:
  - a) you are responsible for supervising and restricting access to the Platform solely to your authenticated users, and for compliance by such users with the terms of this Agreement;
  - b) you are only permitted to access the Platform from our provided URL that can be accessed by users from within your organisation;
  - c) the Platform is provided solely for your corporate/institutional use inside and in the ordinary course of your business;
  - d) this licence will have a term of one year or such period as set out in the document which accompanies these terms and conditions and which set out the particulars of the licence ("Sales Contract") from the date on which you register/are registered to use the Platform; upon expiry of such term, if you want to extend the licence, then you should contact us to renew the licence and upon payment of the applicable fee we will send you the relevant information to enable access to the system for a further term; at the end of each term, if you do not renew the licence, then it will automatically lapse and you will no longer be licensed to use the Platform.
- 3) If you are a personal user:
  - a) this licence is perpetual and granted only for your own personal and non- commercial use.
  - b) this licence is granted to one user.





- 4) If you are using the Platform under a licence held by a corporate or institutional licensee (for example (but not limited to) if you are an employee of such a corporate or institutional licensee):
  - a) you are only permitted to use the Platform in accordance with express authorisation and instructions from the corporate or institutional licensee and only for use inside and in the ordinary course of such corporate or such institutional business;
  - b) you are only permitted to use the Platform from a device provided by the corporate or institutional licensee or via a secure VPN to a cloud-based application of the corporate or institutional licensee; and
  - c) you accept that you are not a personal user of the Platform.
- 5) Without limiting the foregoing, copying or reproduction of the Platform or software to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by the licence agreement accompanying the Platform.
- 6) You acknowledge that all Intellectual Property Rights used or embodied in or in connection with or pertaining to or arising as a result of you using the Platform including the look and feel of the Platform ("IPR") will be and remain the sole property of mXreality Limited and/or its licensors (as appropriate). You acknowledge that the IPR is protected by copyright and other intellectual property laws and international treaties.
- 7) You may not modify, translate, reverse engineer, disassemble or decompile, copy, distribute, loan, assign, rent, lease, sell, transmit, display, perform, reproduce, publish, sub-licence or create derivative works from this Platform, the IPR or any portion thereof. The integrity of the Platform is protected by encryption and other security measures so that our IPR are not misappropriated. You must not attempt in any way to remove or circumvent such encryption and measures.
- 8) The Platform is intended as a support tool only, to assist in remote support, assessment, evaluation, surveying in relation to its subject matter and should be used only as part of a comprehensive support, assessment or evaluation programme with supervisor guidance. mXreality Limited makes no representations about:
  - a) the timeliness;
  - b) the accuracy; or
  - c) the suitability,

of the information imparted through or via the Platform or its content and accepts no responsibility in respect of any or all of 8a, 8b and 8c above and does not accept responsibility, subject to the provisions of paragraph 16, in respect of any damage or injury caused by or to any user attempting to recreate any of the information or guidance (visual, verbal or written) provided or detailed through the use of the Platform. You agree that any attempts to recreate, reconstruct or otherwise re-enact any such activities or content are entirely at your own risk and should not be attempted unless done so under the supervision of a fully qualified supervisor, You agree

that it is for you to draw your own conclusions from any results, information or findings which may be imparted as a result of the use of the Platform by you and that the information contained in the Platform is not a substitute for manufacturer's guidelines or current legislation. You agree that mXreality Limited is not responsible for any such results, information or findings and makes no representation and gives no warranty in relation to such results, information or findings. mXreality Limited do not endorse or recommend any of the proprietary programs, content, information or processes that may be referred to via the Platform.

9) mXreality Limited warrants that for 30 days from the date of issue:

- a) the Platform will be free from defects in workmanship and materials under normal use; and
- b) the Platform when used properly will substantially perform as described in the Platform and /or in any accompanying written materials.

This warranty is limited to you and is not transferable.

10) In the event of any breach of the warranty above then the entire liability of mXreality Limited and its suppliers, and your exclusive remedy shall be:

- a) repair of the Platform where a valid repeatable issue can be demonstrated to mXreality Limited with evidence of your subscription to the system (proof of purchase); or
- b) return of the price paid for the Platform subscription

If you are a consumer, this warranty is in addition to your legal rights in relation to the Platform. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

11) This limited warranty shall be void if:

- a) you have breached any provision of this licence; or
- b) the failure of the Platform is due to abuse, accident, misapplication or alteration, correction or modification by someone other than mXreality Limited or, without limit, if due to any event beyond the reasonable control of mXreality Limited.

12) mXreality Limited will notify you if/when updates to the Platform are made available. This may be via system notifications. Updates to the Platform will be produced and made available by mXreality Limited at their discretion.

13) Except for the limited warranty set out in paragraph 9, mXreality Limited hereby disclaims all other warranties and conditions with regard to the system including without limitation all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement.

- 14) If you are a personal user, mxReality Limited will only be responsible for any losses you suffer as a direct result of mxReality Limited breaching these terms and conditions if those losses were reasonably foreseeable to both you and mxReality Limited at the time that this agreement was formed.
- 15) If you are a corporate or institutional licensee, except for any remedy set out in paragraph 9, in no event will mxReality Limited or its affiliates or suppliers be liable to you for any loss, damages, claims or costs whatsoever including consequential, indirect or incidental damages, any lost profits or lost savings any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party, even if a mxReality Limited representative has been advised of the possibility of such loss, damages, claims or costs. Except for any remedy set out in paragraph 9, the aggregate liability of mxReality Limited and its affiliates and suppliers in connection with the system will be limited to the amount paid for the system. This limitation will apply even in the event of a fundamental or material breach.
- 16) Nothing contained in this licence limits mxReality Limited liability to you in the event of death or personal injury resulting from mxReality Limited negligence or fraud nor affects the statutory rights of consumers.
- 17) You acknowledge that the allocation of risk in this licence reflects the price paid for the Platform and that it is not within mxReality Limited's control how or for what purpose the Platform is used.
- 18) mxReality Limited does not warrant that the Platform will meet your requirements or that the operation of it will be uninterrupted or error free. You are responsible for selecting the Platform in accordance with the knowledge of your requirements and for the use and results obtained from the Platform. You agree that the existence of any minor errors shall not constitute a breach of this licence.
- 19) As a condition of your use of the Platform, you will not use the Platform for any purpose that is unlawful or prohibited by these terms. By way of example, and not as a limitation, you agree that when using the Platform, you will not:
- a) Use any material or information, including images or photographs, which are made available through the Platform in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
  - b) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in or transmitted through the Platform;
  - c) Violate any applicable laws or regulations.



- 20) If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any exclusion in this licence is held to be invalid and mxReality Limited become liable for loss or damage that may lawfully be limited, then such liability shall be limited to the amount paid for the Platform.
- 21) This Agreement shall automatically terminate upon failure by you to comply with its terms, in which event you must cease to access / use the Platform and mxReality Limited shall have the right to immediately terminate your access to the Platform, in which case you shall receive no refund of any portion of the subscription price. Any associated data stored in the system may be removed within 30 days of termination.
- 22) If your licence expires and you do not renew it, your account and all associated accounts will be deactivated so you can no longer access the system. In such a situation, any related data stored in the system may be removed within 30 days of licence expiry / account deactivation.
- 23) If you are a business customer then this is the entire Agreement between mxReality Limited and you relating to the Platform, and it supersedes any prior representation, discussions, undertakings, communications or advertising relating to the Platform.
- 24) A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 25) This Agreement will be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts provided that mxReality Limited shall also be permitted, at any time, to seek any interim, injunctive or interlocutory relief in any court which would otherwise be of competent jurisdiction.