

TERMS OF USE

1. TERMS OF USE OF VIRAKLE

The following Terms of Use (“Terms”, “Terms and Conditions”, “Terms of Service”, “Virakle”) govern all use of our online platform, software (collectively called “services”) called Virakle. Our services will be available through Virakle’s platform <https://virakle.nl> which also includes Viraview and Viraschool. These terms also shall apply to all other content and services and products available at or through our website. All the terms on this website such as “we”, “us”, “our”, “us”, and “website” collectively refer to the Virakle, Viraview and Virachool. Therefore, the Terms, as well as our Privacy Policy posted on Virakle’s website, shall also be equally applicable and enforced to the offers, services and projects of Virakle and Viraview. These terms are primarily directed towards all the clients, users, and buyers (“user”, “buyer”) these Terms are conditioned on your acceptance of the terms, the policies, and everything else posted here. By visiting our website and using the software, you have engaged in our service, and you are bound by the terms and rules of the website. Read these terms carefully.

1.1. User Agreement

All the terms in our Terms of Use, Privacy Policy and any other legal document constitute an agreement between you and Virakle. These terms shall apply to you as a user, visitor, subscriber, customer, client or anyone who has used our services or accessed this website. If you are not in agreement with the terms provided on this page or any one of the terms, you may not access the website in whole or in part and you also can not use any of our services.

2. DEFINITIONS & EXPLANATIONS

In our website's official documents:

- a. “Agreement” means the acceptance of these Terms along with our Privacy Policy by all users of our platform and website.
- b. “Copyright” means any item of confidential information in which copyright.
- c. “EEA” means the European Economic Area. Please read our Privacy Policy for more details.
- d. “GDPR” means “General Data Protection Regulations as described in our Privacy Policy.
- e. “Payment Methods” mean the methods under which the buyer or client can purchase the products from our website.
- f. “Platform” and “website” have been used interchangeably which are the collective terms used to describe the service offered by Virakle, Viraview and Viraschool.
- g. “Service” means the services attainable through our website.
- h. “User” means anyone who is registered on our website and who is going to use any of our services.

3. REQUIREMENTS

a. Age Requirement

You must be at least 13 years old in order to use our services. If you are under, you do not have permission to use our services.

b. Not Barred By Law

You must otherwise not be barred by law from using a computer, the internet, or otherwise our software for whatever reasons. This specifically includes people who have been convicted by a court of law for the illegal use of computers.

c. Personal Information Requirement For Registration

To provide our users with the best services we may need personal information. This personal information may include, name, email and maybe some other information as described in our Privacy Policy. Please know that the information you may provide will only be used for the purpose of providing our services and will not be sold to any third parties.

d. Automatic Information Collection

There may be some information that will be collected automatically from the users when they use our website. To know more about it please read our Privacy Policy.

4. SERVICES AND LIMITATIONS OF VIRAKLE PLATFORM

Through Virakle we are offering different services. Users can access our services at Viraview (<https://viraview.virakle.nl/>) and/or they can access the services at Viraschool (<https://viraschool.virakle.nl/>).

4.1. Viraview Services

Viraview is an online platform that lets businesses connect their 3D Product models to their webshop/website. The platform offers tools for a 3D Viewer, 3D Product Configurator and Web Augmented Reality.

4.2. Viraschool

Viraschool is an online platform where you can create, manage and distribute work instructions. Create your work instructions with text, images, videos, 3D models, and/or 3D animations. Show the instructions in PDF or on Mobile, Tablet, and Smart Glasses.

4.3. Limitations

- a. Please note that the ownership of 2D/3D content that you created is always yours, however, there are some limitations and restrictions that are still theirs if they've created the content themselves.
- b. For Viraview the users can share screenshots of how it looks on their own website if they attribute us in there with a link to viraview.virakle.nl. However, no screenshots are allowed from the back end.
- c. Similarly, Viraschool users can share screenshots from the output with attribution with a link to [viraschool.cfm](https://viraschool.virakle.nl/), but not from working in the tool/portal itself.
- d. All users are restricted from selling any photos or videos of the content or based on content.
- e. Users must not reproduce, duplicate, copy or resell any part of our software and website or any content from our website, save and except to the extent expressly permitted in these Terms.
- f. You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our software and website or any part of it, our systems, any of our hardware or

equipment, or any networks on which our website is hosted, any software that we use to create or modify the website or to make the website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.

- g. As a user, you cannot use our services for unlawful purposes.
- h. You will not conduct any unsolicited or unauthorized advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with, or market to anyone any goods, services, or business not authorized by us.
- i. You must not in any way or for any purpose breach these Terms of Use or any of the documents these Terms refer to.

5. REGISTRATION AND ACCOUNT VERIFICATION

All users are required to be registered in order to use our services. For the registration process, the users will be required to provide their e-mail and name. The registration process will be done through the SSL-secured portal at <https://portal.virakle.nl/public/register>. By becoming a user and providing us the details you as a user will be deemed to be in acceptance of our Terms of Service, Privacy Policy, Cookie Policy, and any other policy, term, rule, or agreement available on and through our website. All account information is provided for use by the named account holder only, and not for any other person. You are responsible for any consequences of unauthorized access to your account due to any disclosure of your account information to any third party.

6. PAYMENT AND SUBSCRIPTION POLICY

The users will be able to pay for a specific term of the subscription (either monthly or yearly) through the Mollie payment platform. The user's account will be auto-renewed after each term until either the user chooses to turn off the auto-renewal feature or the user cancels the subscription. All of the payment-related data such as credit card, and debit card information will be processed through Stripe. This Stripe will treat and safeguard your data with total security and with the exclusive purpose of processing the services of Virakle. We have the right to change, add or remove any payment platforms or gateways for the purpose of providing our services. Users are urged to keep visiting our Terms of Use page regularly.

6.1. Auto Payment Deduction Authorization

By using our services and subscribing to our services you (on your behalf) hereby authorize us to periodically deduct payment according to the subscription plan that you have chosen. The deduction of payment is automatic through the payment gateway (currently Mollie) and the payment data is stored and handled by Mollie.

6.1. Disclaimer of Liability

While availing any of the payment methods offered by us, we are not responsible or take no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you including but not limited to the following :

- a. Lack of authorization for any transactions since all payments will be processed through relevant payment gateways.
- b. Exceeding the preset limit mutually agreed upon by you and between your banks.

- c. Any payment issues arising out of the transaction.
- d. The decline of transactions for any other reasons.

7. CANCELLATION AND REFUND POLICY OF VIRAKLE

All users of Virakle can cancel their subscription at any time, and they will continue to have access till the subscription period. To the extent permitted by the applicable law, payments are non-refundable and the amount already paid isn't refunded.

8. SHIPPING POLICY

We only provide digital products and files, so orders are delivered as soon as payments are verified. Generally, all orders are processed and delivered within 24 hours of placing the order.

9. INTELLECTUAL PROPERTY

Apart from the third parties images, links and stock images including brand images of the linked and affiliated products and the official logos of third-party service providers, all content on Virakle's platform including intellectual property such as the graphics, images, source code, logos, texts, words, designs, videos, layout, materials and information related to Virakle, Viraview and Viraschool data, databases, and all other information and intellectual property accessible on or through our website is the property (through IP laws or licenses) of Virakle and are protected by international copyright and intellectual property laws. All the third-party services and links available through our Platform are only for the purpose of providing our services and such services, listings and links are protected under the laws of the third-party services partners.

10. DATA COLLECTION THROUGH PRIVACY POLICY

We have drafted a Privacy Policy declaring the process through which users' information is collected. Please make sure to review our Privacy Policy in detail in order to know about the ways that we use and implement in order to collect your data.

11. CONDUCT AND AUTHORITY OF OUR WEBSITE

Without limiting any of those representations or warranties, the CEO, Admin, or the owner of Virakle has the right to do the following without giving any notice. The owners have the right to refuse or remove any user's account and subscription, in their reasonable opinion, that violates any of the terms or any policy or is in any way harmful or objectionable. The owners at their own discretion terminate or deny access to and use of the services to any individual or entity for any reason. Breach of any of the rules described in these terms or any specific agreement on and through our website will result in an immediate ban without any warning.

12. LEGAL DISCLAIMER

Please note that through our platform (including Viraview and Viraschool) all users have the authorization to upload, create and modify content on our portal however, all the services are being provided as 'independent facilitators' and "as is" by Virakle. All users and clients of Virakle are responsible for all the content they create from or through our portal and the owner, CEO and staff members of Virakle hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

Neither we nor our known associates make any warranty that the website or our software will be error-free or that access thereto will be continuous or uninterrupted. You understand that you are using our website and otherwise obtaining content or services through the website at your discretion and risk.

13. THIRD-PARTY LINKS DISCLAIMER

Certain content, products, and services available via our service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or any other materials, products, or services of third parties.

14. DISPUTE RESOLUTION

All disputes, claims or controversies related to Virakle services and any of the affiliated entities and the successor of all such entities, including any dispute, claim or controversy arising from or otherwise in connection with Virakle will be resolved as follows as per Alternate Dispute Resolution (ADR) system of the legal process of Netherlands.

15. GOVERNING LAW; VENUE AND JURISDICTION

Any claims, issues and legal problems of any sorts that might arise between you and Virakle are governed by the laws of the Netherlands and the jurisdictional limits of the 's-Hertogenbosch shall have exclusive jurisdiction over any disputes hereunder.

16. LIMITATION OF LIABILITY

In no event will the owners, staff, or affiliates be liable concerning any subject matter of this agreement under any contract, negligence, strict liability, or other legal or equitable theory for anything that a member might do, write or say on the software or website. We are not responsible for third parties that may cause damage to you. Thereby, In no case shall the owners, staff, team members, officers, employees, affiliates, agents, contractors, interns, service providers, or licensors of Virakle be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

17. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Virakle platform, its CEO, owners, staff, team members, officers, employees, affiliates, agents, contractors, interns, service providers or licensors, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due

to or arising out of your breach of these terms of service or the documents they incorporate by reference or your violation of any law or the rights of a third party.

18. CHANGES

We reserve the right, at its sole discretion, to modify or replace any part of these terms. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website and usage of our audit software following the posting of any changes to these terms constitutes acceptance of those changes. We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the rules of these Terms.

19. ENTIRE DOCUMENT

These Terms of Service, and any documents referred to herein, set out the terms on which you are permitted to use our website and services. By using our website, our software, and our services, you agree to be bound by, and to comply with, these Terms.

20. CONTACT

If you have any comments, questions, feedback, or suggestions you can do so by contacting us at info@virakle.nl.

21. EFFECTIVE DATE

These Terms shall become effective as soon as they have been published on our website.