

3D REPO LIMITED
PLATFORM TERMS OF USE
PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING 3D REPO

1. Introduction

- 1.1. These terms of use (together with the other documents referred to in them, which are collectively referred to here as the **Terms of Use**) tell you the terms on which you may access the 3D Repo platform and associated services (together the **Service**, as further described in clause 4 below).
- 1.2. The Service is provided by 3D Repo Limited (**3D Repo, us or we**). We are a limited company registered in England and Wales under company number 09014101, whose registered office is at, 20 Eastbourne Terrace, Paddington, London, W2 6LG, UK. Our registered VAT number is GB 206 9090 15.
- 1.3. These Terms of Use constitute a legal agreement between 3D Repo and you as a User (as defined below) of the Service. By accessing the Service using any means, you agree to be bound by these Terms of Use. If you do not agree to abide by these Terms of Use, you may not access the Service.

2. Becoming a registered User and access to the Service

- 2.1. In order to access the Service, you must first register with 3D Repo as a registered user (a **User**). Users may hold a Subscription (as defined below) or be invited by a paid Subscriber as a Collaborator (as defined below).
- 2.2. Users may use the Service in a business capacity or in a private capacity as a consumer (for example for domestic, academic purposes or for leisure or hobby interests). When you register with us you must confirm whether you are operating as a consumer, an individual sole trader or through an incorporated entity such as a private limited company, an LLP, or a partnership.
- 2.3. If you are acting in a business capacity, you represent to us that you are duly authorised to access the Service on behalf of your business and that you have the power and authority to bind the business as a User in accordance with these Terms of Use.
- 2.4. To become a User, you must complete all of the required fields set out in the registration process. You confirm to us that any registration information provided to us is complete, accurate and not misleading. Fake User profiles are not permitted.
- 2.5. If you are subscribing to the Service as a paid User (even if we are offering you an initial period of free subscription) (a **Subscription**) we may request that you provide payment card details to our payment processing provider. We do not store credit card details ourselves; they will be encrypted and stored securely by our payment processing provider. We reserve the right to suspend provision of the Service until such time as we have confirmed that you have provided valid payment card details.
- 2.6. If you have been invited by a paid User of 3D Repo, you may also register to be a User as a **Collaborator**. These Terms of Use apply to use as a collaborator, except that we may not charge a Fee for access to the Service.
- 2.7. The contract between us will only be formed (and your Subscription will only begin) when we confirm our acceptance of your registration. If we are unable to accept your registration request, we will inform you of this during the registration process.
- 2.8. Your Subscription with 3D Repo will be for the period notified in the registration process. Your Subscription will automatically renew for additional periods of equal duration unless it is ended in accordance with these Terms of Use, in particular clause 8.
- 2.9. The Service is intended for use worldwide, as long as it is legal for us to provide it and for you to receive it. Wherever you access and use the Service from, you agree that you will only use the Service in a manner consistent with these Terms of Use and any and all applicable local, national and international laws and regulations. To the extent that your use of the Service is not legal in your territory, you may not use the Service. Although we cannot provide you with legal advice, please contact us at support@3drepo.org if you require further information about our Service and we will try to help you to make this assessment.
- 2.10. You are responsible for making all arrangements necessary for you to have access to the Service.

3. Protection of User accounts and passwords

- 3.1. You must treat any User account log ins, User identification codes, passwords or any other pieces of information forming part of our security procedures, as confidential. You must not disclose them to any third party or authorise others to use your User account.

- 3.2. You may not transfer your User account to any other person or entity. If you know or suspect that anyone other than you has obtained your User identification code or password and/or has accessed your User account, you must immediately notify us at support@3drepo.org and change your password.
- 3.3. You are responsible for the acts and omissions of any third parties who use your User identification code or password to access your User account, whether fraudulent or not, and you agree to reimburse us on demand for any loss we may suffer as a result of such use.
- 3.4. We will inform the User prior to user access being disabled. This will be made 24 hours before any user account changes are administered.
- 3.5. We will inform the User prior to any action taken on their users. Users inactive for more than 12 months are classed as dormant accounts. These account will be given a notification and action is taken to delete them after 3 months grace period.

4. The Service

- 4.1. Associated documentation means: our [Privacy Policy](#), [Cookies Policy](#) and [Pricing Information](#). The use of the Service is subject to the Associated Documentation. If you give us personal data about anyone else in order to collaborate with them on a particular project, you must ensure that you have the relevant authorisation to do so and for 3D Repo to use that information as set out in our Privacy Policy.
- 4.2. On condition of you agreeing to abide by these Terms of Use, we hereby grant you a non-transferable, non-exclusive licence while you remain a User to access the Service in accordance with these Terms of Use.
- 4.3. If your receipt of the Service is subject to third party terms, we will notify these to you either within these Terms of Use or by obtaining your express acknowledgement of them when you access the relevant part of the Service.
- 4.4. If our supply of the Service is delayed, suspended or prevented by an event outside our control then we will take steps to minimise the effect of the event. If there is a substantial delay you may contact us to end your Subscription and receive a refund for Services you have paid for but not received.

5. Charges

- 5.1. The Charges payable by the User for accessing the Service (the **Charges**) are as notified to you (including as set out on the 3drepo.io website) from time to time. Access to certain functionality may be granted by us free of charge in our discretion to Users who have not taken a Subscription.
- 5.2. Unless indicated otherwise by us, the Charges are payable monthly via our chosen payment processor using the payment card details provided by the User. 3D Repo does not store any payment card details.
- 5.3. We reserve the right to suspend the provision of the Service in the event that Charges are not paid when due.
- 5.4. Unless expressly stated otherwise, Charges are exclusive of all VAT or equivalent tax, which will be charged where appropriate.
- 5.5. We reserve the right to change the Charges at any time on written notice to you (including by email). If you do not wish to continue with your Subscription under the new Charges, you may end it in accordance with clause 10.

6. Submitted Content

- 6.1. As part of your use of the Service, you may submit or upload information, files, designs, models, data sets, images, photographs, documents or other content, whether in a format recommended by us or otherwise (together **Submitted Content**).
- 6.2. Except as you have agreed otherwise, we will only use Submitted Content for the purposes of providing the Service to you. You acknowledge that provision of the Service necessarily involves technical access, processing and transmission of Submitted Content and information relating to your use of the Service in accordance with our Privacy Policy.
- 6.3. We do not control, verify or otherwise check Submitted Content and we take no responsibility for it whatsoever, including for its accuracy, completeness or suitability for use in the Service. However we reserve the right to refuse to process and to remove Submitted Content if, in our sole opinion, it does not comply with these Terms of Use or any applicable law, or upon the reasonable request of any third party.
- 6.4. Whilst we do our best to provide a reliable and accurate Service, you acknowledge that:
 - 6.4.1. we take no liability whatsoever in relation to Submitted Content or content submitted by other users;
 - 6.4.2. any use of or reliance by you on any Submitted Content or content submitted by other users is entirely at your own risk, we take no responsibility for the consequences of such

actions and in particular no guarantee is made by us that such actions will benefit you or your business in any way; and

- 6.4.3. we are a version control and visualisation tool and are not a provider of professional or other services of any kind. You are responsible for ensuring that your use of the Service including any Submitted Content is sufficient or appropriate for any particular use or circumstances including taking separate professional advice as necessary.
- 6.5. As part of the Service, you may share Submitted Content with Collaborators and other third parties by setting permissions on your User account or otherwise using the functionality provided by the Service. Such third parties may be able to copy or transfer or save Submitted Content outside the Service. You acknowledge that you are solely responsible for ensuring that Submitted Content is shared with the appropriate people who are authorised to access it, and for using the Service in the appropriate way in that regard and that any such sharing is entirely at your own risk. You acknowledge that we have no control over the use made of Submitted Content by Collaborators or other third parties to which access has been granted. We have no liability whatsoever to you in relation to any loss or damage caused resulting from the sharing of Submitted Content, either through the Service or otherwise.
- 6.6. You acknowledge that, if you choose to delete Submitted Content from the Service, it may nevertheless persist in backup copies accessible by us. We shall have no liability to you in relation to deletion of (or failure to delete) Submitted Content.

7. Intellectual property rights

- 7.1. Whilst the User (or your relevant licensors) will retain ownership of the copyright and all other intellectual property rights whatsoever (and wherever existing in the world, together **IP Rights**) subsisting in Submitted Content, the User hereby:
- 7.1.1. grants to us (or, as relevant, agrees to procure the grant to us of) a licence to use such Submitted Content in accordance with these Terms of Use including in order to provide the Service. In particular, if you choose (by selecting the appropriate setting on your account) to make Submitted Content publicly available, you thereby authorise us to use that Submitted Content in marketing and other publicity materials;
- 7.1.2. confirms that the User is duly licensed to submit the Submitted Content to us and that the use of Submitted Content in accordance with these Terms of Use will not breach a third party's rights including without limitation any IP Rights or rights in confidential information and agrees to indemnify us in respect of any loss or damage (including legal fees) incurred by us in the event of a breach of this clause 7.1.2;
- 7.1.3. agrees that we may run data analytics on the Submitted Content for the purposes of improving the Service and that we are entitled to disclose such derived data analytics relating to Submitted Content to third party contractors for such purpose. For the avoidance of doubt, only the derived data analytics, and not the Submitted Content itself (including but not limited to models, Project details, Customer or User information and associated metadata), will be disclosed under this clause 7.1.3; and
- 7.1.4. agrees that Submitted Content may become part of a database and that we will own the rights in that database.
- 7.2. Except for Submitted Content, we are the owner or the licensee of all IP Rights subsisting in the Service including any software and content used in the provision of the Service or provided by the Service. All such rights are reserved and you have no rights in, or to, the Service other than the rights to use it in accordance with these Terms of Use.
- 7.3. You are under no obligation to provide feedback, improvements or other suggestions (**Feedback**) that might improve the Service, however if you do so, you acknowledge that 3D Repo is free to use such Feedback in any way and that 3D Repo shall own any and all intellectual property rights subsisting in or arising in relation to such Feedback as it may be incorporated into the Service.

8. Limitation of our liability

- 8.1. We do not guarantee that the Service will always be available or that access to it will be uninterrupted. Access to the Service is permitted on a temporary basis. We may suspend, withdraw or discontinue all or any part of the Service without notice. We will not be liable to you if, for any reason, the Service is unavailable at any time or for any period.
- 8.2. In relation to the use of the Service:
- 8.2.1. to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Service, whether express or implied;
- 8.2.2. we will have no responsibility or liability to any party other than the User; and
- 8.3. We use reasonable endeavours to remove bugs, viruses or other malware but we do not guarantee that the Service will be secure or free from bugs or viruses. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack or other technologically harmful material that may infect

your computer equipment, computer programs, data or other proprietary material due to your use of the Service.

9. Prohibited uses of the Service

9.1. You may use the Service only for lawful purposes. You may not use the Service:

9.1.1.in any way that breaches any applicable local, national or international law or regulation;
or

9.1.2.in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

9.2. You agree:

9.2.1.not to (and not to attempt to) modify, copy, disclose, distribute or re-sell any part of the Service (including other users' submitted content and any software used in the provision of the Service). In this regard you agree not to use crawlers, bots or other automated means to copy or otherwise access content available through the Service;

9.2.2.not to impersonate any other Users; and

9.2.3.not to access without authority, penetrate, interfere with, damage or disrupt (or attempt to do any of the same): (i) the accounts of other users; (ii) any part of the Service or its security measures; (iii) any equipment or network on which the Service is stored; or (iv) the Service or any software used in the provision of the Service.

9.3. You also agree to comply with the content standards set out in clause 9.4 below, including in relation to all Submitted Content (as defined in clause 6.1 above), and to any interactive services associated with the Service. You agree to comply with the spirit of the following standards, as well as the letter. The standards apply to each part of any Submitted Content as well as to its whole. We reserve the right in our sole discretion to refuse to display, or to remove, Submitted Content that we feel does not comply with the standards below.

9.4. Your use of the Service (including all Submitted Content) must not:

9.4.1.contain any material which is defamatory or inaccurate of any person;

9.4.2.contain any material which is obscene, offensive, hateful or inflammatory or otherwise be likely to harass, upset, embarrass, alarm or annoy any other person;

9.4.3.promote indecent or sexually explicit material or violence;

9.4.4.promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

9.4.5.infringe any copyright, database right, trade mark or other intellectual property rights of any other person;

9.4.6.contain photographs, images or other representations of another person without his or her permission (or in the case of a minor, the minor's legal guardian);

9.4.7.impersonate any person or to misrepresent your identity or affiliation with any person or otherwise be likely to deceive or mislead any person;

9.4.8.be in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

9.4.9.advocate, promote, assist or enable any illegal or unlawful activities (including, without limitation, copyright infringement or computer misuse) or intend to defraud, swindle or deceive other users of 3D Repo;

9.4.10. give the impression that it emanates from us, if this is not the case; or

9.4.11. disseminate or otherwise disclose another person's personal information without his or her prior permission, or collect or solicit another person's personal information for commercial or unlawful purposes.

10. Ceasing to be a User of 3D Repo

10.1. Consumer cancellation right: If you are registered to use the Service as a consumer, you have up to 14 days from the date on which we confirm our acceptance of your registration (the "cancellation period"), to cancel your Subscription with us and your receipt of the Services, without giving any reason. You may do this by completing the model cancellation form set out at the end of these Terms of Use and sending it to us at support@3drepo.org. We will reimburse payments received from you no later than 14 days after receipt of your cancellation notification. However you acknowledge that, by logging in to use the Service within the cancellation period, you are expressly requesting that we begin the provision of the Service to you. In that case, you agree that you will pay for the Service received during the period up to your cancellation.

10.2. All Users may end their Subscription (or other access as a User) at any time by notifying us using the relevant section of the Service (please note that the terms of any contract between us and your business will determine your business' access to the Service, irrespective of your status as a User). Your Subscription and any other right to receive the Service will end at the end of the then-current Subscription period. However, you acknowledge that, where you are ending your Subscription without cause, you will not receive any refund of Charges already

paid in advance in relation to the remainder of the relevant Subscription period. Furthermore, if for any reason at the date of termination you owe us any Charges, we will take payment for such sums via our chosen payment processor, or issue an invoice to you for payment.

10.3. Should there be any malicious or other activity in breach of these Terms of Use, we still reserve the right to temporarily suspend an account until such time as the issue is resolved with the User. This is for security reasons. During a breach we would not want to keep the system vulnerable by waiting for the User to respond. The responses described above are not limited and we may take any other action we reasonably deem appropriate.

10.4. The User acknowledges that, we will preserve your Submitted Content for a month after the date on which the Subscription ends. Therefore we advise that any Submitted Content required after the Subscription ceases is exported prior to that date.

11. Changes to these Terms of Use and the Service

11.1. You will be asked to read and accept these Terms of Use at the time you first access the Service.

11.2. We may update the Service from time to time, and may change the content and/or functionality provided through the Service at any time. If you do not wish to continue with the Service after that date, you may end your Subscription in accordance with clause 8 above.

11.3. No variation to these Terms of Use may be made save by a variation notified by us as described above, or else in writing signed by you and/or the User and us.

12. Trade marks

“3D Repo”, “3D Diff” and “British Information Modelling” are trade marks of 3D Repo Limited and are registered or pending trade marks in certain territories. All our rights are reserved.

13. Contact us and complaints

To contact us, including with any comments or complaints regarding the Service, or if you are concerned that any content accessed through the Service breaches intellectual property or other rights, please contact us using the “Contact Us” section of the Service or email at support@3drepo.org.

MODEL CANCELLATION FORM FOR CONSUMERS (see clause 11.2):

*To: 3D Repo Limited of 20 Eastbourne Terrace, Paddington, London, W2 6LG, UK;
support@3drepo.org*

I hereby give notice that I cancel my contract for the supply of the 3D Repo service.

I registered as a User on: [DATE]

Name of consumer: [NAME]

Address of consumer: [ADDRESS and email address]

Registered username: [USERNAME]

Registered email: [EMAIL]

Signature of consumer (only if this form is notified on paper):

Date: [DATE]