TERMS AND CONDITIONS

of

aurivus GmbH

§ 1   Scope

(1)   The Terms and Conditions apply exclusively to the business relationship between aurivus GmbH (hereinafter referred-to as aurivus) and the user (hereinafter referred-to as User) of the products and services of aurivus in the version available at the time of use.

(2)   Goods and services of aurivus are the particular software and web-based services offered by aurivus via its website at aurivus.com and all other websites that may be named by aurivus (together hereinafter referred-to as the Website), which are named as "aurivus AI".

(3)   By registering on the Website, the User agrees to these Terms and Conditions.

§ 2   Contractual Content

(1)   The subject of the contract is the individual service result of the program "aurivus AI" provided for the User for download. The program "aurivus AI" is a software program based on artificial intelligence (neural networks), which processes scan data with image information of facilities and buildings. For this purpose, aurivus processes and stores the data uploaded by the User with third parties and processes the data via its own software.

(2)   The User registers with aurivus via a website, uploads his scan data with image information and agrees to the processing of his scan data with image information provided to aurivus. The price for the service provision by aurivus is calculated on the basis of the uploaded data and aurivus prepares a price offer. The User places his order by electronic confirmation on the Website.

(3)   By using the software program of aurivus, the User acquires a one-time, non-transferable and time-limited license to use the software (single user license). The ownership and copyright of the software program remain solely with aurivus.

(4)   The data processing is done by means of artificial intelligence via software. aurivus then makes the processed data available to the User as a download via a website and plug-ins in other programs.

(5)   aurivus has the exclusive right of disposal over these data generated as part of an individual order.

(6)   aurivus offers a preview of the generated data before the download.

(7)   As soon as the data generated by aurivus in the course of the order (hereinafter referred-to as Deliverable) has been made available, the order is completed and accepted. The download is possible for a reasonably limited time frame. A claim of the user for longer-term storage of the Deliverable by aurivus does not exist.

(8)   aurivus transfers the data encrypted in order to store them not publicly and not accessible to everyone on servers in the European Union. aurivus reserves the right to store the data on servers outside the European Union if this is appropriate for the specific business relationship.

(9)   The Deliverable is provided to the User in machine-readable form and is available to the User for download for 30 days after electronic notification (e-mail, message via the Website). A claim for release of the source code does not exist.

§ 3 Terms of use

(1)   By providing aurivus with data, the User agrees to the storage and processing of the data according to these terms and conditions.

(2)   The User is aware that the software of aurivus is an artificial intelligence, which is naturally subject to a learning process. It is the responsibility of the User to manually correct the results of the artificial intelligence in order to avoid damages of any kind that could arise due to incorrect processing results.

(3)   The User is also aware that the scan data uploaded by him, the results generated, and any corrections made by the User will be used and stored by aurivus for the purpose of improving the software of aurivus, in particular the neural networks. Likewise, data necessary for order processing as well as typical web analysis data are saved.

(4)   The User confirms that he uploads to the software program of aurivus only those data for processing within the meaning of Clause § 2, which he has obtained in a lawful manner or generated himself. At the same time, the User confirms that he is entitled to pass on and upload the data provided by him to aurivus for the purpose of fulfilling the contract. In addition, the User confirms that this data, the provision of this data and the use of the Website of aurivus does not violate applicable legal provisions or violate intellectual property rights, publication rights, personal rights or other rights of third parties.

§ 4   Costs

(1)   The costs for the services provided by aurivus are based on the price calculation valid at the time of the order. These costs do not include other costs such as those for hardware or internet access.

(2)   The amounts shown on the Website of aurivus represent gross prices.

(3)   aurivus accepts payment via the payment methods shown on the Website.

(4)   For the payment of the costs mentioned in § 4 (1), aurivus offers the User alternatively a "Credit" payment system, where discounts can be obtained by an advance payment.

(5)   The provision of "Credits" is free of charge for the first 12 months after purchase. After expiry of the 12 months, a fee will be charged for the provision of "Credits". This will be charged against the "Credit" balance. 50 "Credits" per month will be deducted from the "Credit" balance.

§ 5   Third Party Integration

(1)   aurivus also provides plug-ins for third-party software. The User can use the plug-ins to upload the data generated by aurivus into other programs, for example CAD programs for drawing/modelling in a point cloud.

(2)   When using the plug-ins, the User agrees that usage statistics are sent back to the servers of aurivus. Corrections to the Deliverable made by the User in a third-party software program may also be sent back to the servers of aurivus.

(3)   aurivus allows the User to use and install a plug-in only in the case that the User is allowed to use the third party's software by the third party in the form of a license.

(4)   The User is aware that aurivus provides interfaces and libraries (APIs), with the help of which manufacturers of third-party software, can write their own software extensions to load, display, and edit the data generated by aurivus.

§ 6　　Liability

(1)　aurivus shall only be liable for intent and gross negligence, with the exception of breach of essential contractual obligations, injury to life, body or health. Essential contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract.

(2)　aurivus assumes no liability for server failures or other events that limit the availability of the Website in whole or in part as well as temporarily or completely.

(3)　If third parties build their business model on the service of aurivus, aurivus is not liable for server failures.

(4)　aurivus is not liable for the loss of data. aurivus is also not liable insofar as a damage is based on the fact, that the User has failed to perform data backups and thereby ensure that lost data can be restored with reasonable effort. The User is recommended to conduct sufficient backups of his data on his own.

(5)　Although aurivus always tries to keep its Website free of viruses and to protect it from hacker attacks, aurivus does not guarantee the absence of viruses. Therefore, for his own protection as well as for the protection against viruses on the Website of aurivus, the User is encouraged to ensure appropriate security devices and virus scanners before downloading information or even the ordered Deliverable.

(6)　aurivus is neither liable for violations of the obligations that third party providers have to fulfil, nor for unforeseen and illegal attacks (hacking) of the system of aurivus from the outside or for illegal data piracy and copying.

(7)　aurivus is not liable for violations concerning the relationship of the User to a third party's software provider.

§7　　Obligations of Confidentiality

(1)　All business secrets which have come to knowledge in the course of the business relationship are to be kept by both parties with the care they use in their own affairs. The software program "aurivus AI" is expressly considered a business secret of aurivus. A reverse translation (decompilation), parameter estimation for reverse engineering as well as other types of reverse exploitation of the various manufacturing stages of the artificial intelligence of aurivus is not permitted.

(2)　Neither information, software nor documentation of aurivus may be distributed, leased or otherwise transferred by the User to third parties at any time.

§ 8　　Breaches of Duty by the User, Compensation for Damages

(1)　When using the Website and the software programs of aurivus, the User shall not:
- violate morality with usage behaviour;
- violate intellectual property rights, copyrights or other property rights;
- transmit content infected with viruses (Trojans, worms, etc.) or other programming that may damage software;
- enter, store or transmit hyperlinks or content to which the User is not authorized, in particular if such hyperlinks or content violate confidentiality obligations or are illegal; or
- take actions for the purpose of decompilation or parameter estimation for reverse engineering of aurivus' software.

(2)   The User is obligated to compensate aurivus for all damages resulting from a violation of the aforementioned obligations or the violation of own or third party rights; this also includes indirect damages and financial losses.

(3)   aurivus reserves the right to block access to its Website and programs at any time, especially if the User violates obligations arising from these Terms and Conditions.

§ 9   General Provisions

(1)   The law of the Federal Republic of Germany is applicable law.

(2)   The exclusive place of jurisdiction shall be Ulm if the User is a merchant within the meaning of the German Commercial Code or a legal entity under public law.

(3)   This agreement represents the complete agreement between the parties. No verbal subsidiary agreements have been made. Amendments and additions to the agreement must be made in writing to be effective and must be expressly marked as such. This shall also apply to the waiver of the text form.

(4)   Should any provision of these Terms and Conditions be or become invalid in whole or in part, or should the agreement be incomplete, the remaining provisions shall not be affected. The parties undertake to replace the invalid provision with a provision that comes closest to the meaning and purpose of the invalid provision in a legally effective manner and economically.