

TERMS & CONDITIONS

Welcome to **Viewz** by **Avr**,

These **Terms & Conditions** (hereinafter referred to as the “**Terms**” or “**Terms of Use**” or “**Terms of Service**”) shall govern the relationship between:

COMPANY NAME: AUGMENTED VIRTUAL REALITY HUB

REGISTRATION NUMBER: 902272

ADDRESS: 1007, PARK AVENUE, DUBAI SILICON OASIS, DUBAI

(hereinafter referred to as the “**Company**” or “**AvrHub**” or “**Viewz**” or “**us**” or “**our**” or “**we**”) and you (hereinafter referred to “**you**” or “**your**” or “**user(s)**” or “**customer(s)**”) and shall govern your use of our website – www.avrviewz.com/ (hereinafter individually as well as collectively, referred to as the “**Site**” or “**Platform**”).

Viewz is a SaaS (software as a service) AR platform that converts images of art, floors, walls, furniture and products into Augmented Reality in a seamless easy way to provide you with the ultimate try-before-buy experience for your consumers, and enhances the shopping experience on your website. (hereinafter referred to as the “**Services**”)

This electronic record is generated by a computer system and does not require any physical or digital signatures. Your use of our Site and our Services signifies your consent to these Terms and our other policies.

Please read these Terms carefully, as these, along with our **Content Guidelines, Cancellation and Refund Policy, Cookie Policy** and **Privacy Policy** statement forms the entire agreement between you and Viewz. If you do not accept these Terms in its entirety, then you shall not use the Platform or avail any of our services.

Additionally, how we collect, use, store, share and transmit your data is governed by our **Privacy Policy** statement. These Terms shall be read in conjunction with our **Content Guidelines, Cancellation & Refund Policy, Cookie Policy**, and **Privacy Policy** statement.

1. ACCEPTANCE OF THESE TERMS

By accessing or using or registering or availing services on/through our Site in any way or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time on the Site.
- ii. You are of **sound mind** and at least of such minimum **legal age** as per the jurisdiction in which you reside, in order to form a binding contract with us. In case you are not of the age of majority as per the laws of the State that you reside in, then you must have the permission of your lawful guardian to use and access the services on the Platform, and to make purchases. In case you are under the age of 13, such a consent must be received by us from your parent's email address after they have read, understood and consented to all of our Terms and policies.
- iii. We must not have previously disabled your account for violation of law or any of our policies.
- iv. You have read, understood and consented to our **Content Guidelines, Cancellation & Refund Policy, Cookie Policy**, as well as our **Privacy Policy** statement.
- v. Any and all digital assets produced using our free subscription plan will become the model of AVR Hub, and AVR Hub has the non-exclusive right to use such digital assets in its advertising, design, marketing and sale at its sole discretion. You can refer to [Section 6\(b\)](#) for more information.

2. ACCOUNTS, PASSWORDS AND SECURITY

- a) **Account:** To access various parts of the Platform, and to avail various services, you might be required to register and create an account with us. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.
- b) **Social Media Signup:** Besides having the option to sign up using email, you also have an option of signing up using social media accounts, such as Google and Facebook on the website. In case you choose to sign up using any of the social media accounts, you will be redirected to the website of such social media accounts, and therefore, in addition to these Terms and our Privacy Policy, you will also be subject

to the terms and privacy policy of such social media websites. We are not liable for any loss caused to you due to any action of such third-party platforms.

- c) **Security:** You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We ask that you should not share your account or password with any third party. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.
- d) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, or that you have created a duplicate account, in that case, we may terminate your account, and refuse current or future use of any or all of the services.
- e) **No Selling:** You are expressly prohibited from selling or transferring or gifting your account to any other person, or from sharing the login credentials of your account with any third party, without our prior written consent.
- f) **Reservation of Right:** We reserve the right to remove your account in violation of our terms or applicable law, or in case your account is inactive for a long period of time.

3. HOW CAN YOU USE THE PLATFORM?

i. Allowed uses:

- a) **Directions of Use:** You must follow any and all guidelines or policies or directions of use as associated with each of the services on the Platform.
- b) **Rules:** While uploading a content or using our Services, you are required to adhere to our **Content Guidelines** posted on the website.
- c) **Information:** Whenever prompted, you must provide us with the correct, accurate and updated information. All the submitted information will be processed in accordance with our **Privacy Policy** statement.

- d) **Material:** For the purposes of these Terms, “**material**” shall mean any logos, trademark, text, video, animation, effects, 3D modelling, graphics, sound material, published on the Site, whether a copyright of Viewz, other users, our licensors or any third party. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Platform. You must not reproduce any part of the Platform or the material or transmit it to or store it in any other Platform or disseminate any part of the material in any other form, unless we have indicated that you may do so.

ii. Restricted uses:

- a) You can't impersonate others, create duplicate accounts, or provide inaccurate information about yourself and your business.
- b) You must not misuse or interfere with the Services or Platform or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law and as per the directions provided by us.
- c) You must not:
- republish material from this Platform;
 - sell, rent or sub-license material from the Platform;
 - show any material from the Platform in public without our consent;
 - edit or otherwise modify any material on the Platform (other than editing your own information/content as per the method provided);
 - reproduce, duplicate, copy or otherwise exploit material on our Platform for a commercial purpose; or
 - redistribute material from the Platform, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;

- infringe or violate our Intellectual Property Rights or Intellectual Property Rights of other users or our licensors or any third party;
 - We reserve the right to restrict your access to any areas of our Platform, or indeed our whole Platform, at our discretion.
- d) You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- e) You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- f) You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website, without our express written consent.

In case of your violation or non-compliance of any of the terms mentioned in these Terms, we reserve the right to suspend or terminate your account or your access to the website or our services, at our sole discretion and in such case, you will not be entitled to a refund for any unutilized portion of your subscription.

4. SUBSCRIPTION

- a) **Free and Paid Service:** You may become a member of Viewz free of charge by choosing a free plan. However, free subscription plan then will only entitle you to participate in some of the features available as part of the Service. In order to access some additional premium features, you must become a paying subscriber to the Service by purchasing one of our subscription plans.
- b) **License:** Please note, our Site, software and all of its services, features and functionalities are being provided to you strictly on a non-exclusive license basis. These are not sold to you. Specifically, we only grant you a limited, personal, non-exclusive, non-transferable, revocable right to use and/or

access the Services. We reserve the right to revoke this license if at any time you are found to be misusing our services or breaching these Terms or violating any applicable law.

- c) **Reservation of Right:** We reserve the right to bring new subscription tiers or remove tiers and/or modify our prices at any time at our sole discretion without any prior notice. However, the price that you have paid for a particular plan shall hold good until the expiry of such current plan.

5. OUR CONTENT AND RIGHTS

This Site, domain name, its logos, its content, designs, animation, 3D modelling, trademarks, service mark, trade dress, trade name, all of our features, functionalities and services, shall remain the sole property of the Viewz, and/or its licensors, as the case may be. Your use of or access to this Site, or availing of our services shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Site or our services or any content (*except your own content*) or designs published by us or our licensors or third parties. This Site, and the content, including but not limited to the trademark, logo, copyright, design, layout, typography, underlying HTML, Java scripts, text, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise is protected by relevant Intellectual Property laws, rules and regulations. Trademarks, trade names and designs appearing on this Platform are the exclusive property of, or are licensed to the Viewz and are protected. **No use of a trademark, trade dress, trade name or design appearing on this Platform may be made without the prior written permission of the AVR Hub.**

6. YOUR RIGHTS

- a) **Your content is yours:** The content (*such as products, photos, 3D models, etc.*) that you upload, or share on our Platform may be protected by intellectual property laws. You own the intellectual property rights in any such content. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.
- b) **License:** Whenever, you use our services in any of our free subscription plans, you grant us a legal permission (known as a 'license') to use any and all digital assets that you create using our free plan. We have the right to use such digital asset of yours for the purposes of advertising or design or

marketing or sale or for all of the above. This license is granted to us for perpetuity in consideration for your availing of our services. The description of license is provided in [Section 6\(c\)](#) below.

- c) **Description of License:** Specifically, when you share content that is covered by intellectual property rights, you grant us a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, commercially use, distribute, modify, copy, publicly perform or display, and translate your digital asset and content.

7. FEEDBACK RIGHTS

To the extent that you provide Viewz with any comments, suggestions or other feedback regarding the Viewz platform or Site, as well as other Viewz services (collective, the “**Feedback**”), you will be deemed to have granted Viewz an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Viewz is under no obligation to implement any Feedback it may receive from users.

8. PRIVACY

In order to see what data we collect and how we use or store or share such data, please refer to the detailed **Privacy Policy** statement available on our Site.

9. LINKS TO THIRD-PARTY SITE

The Platform might contain links to third-party websites, products and services. Such third-party links are not under the control of Viewz, and Viewz is not responsible for any third-party links. Viewz provides access to these third-party links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third-party links. You shall use all third-party links at your own risk, and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you are taken to such a third-party platform, and you get out of the jurisdiction of our Platform. Therefore, you shall be governed by the terms, privacy policy and other policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links, Viewz shall not be responsible.**

10. PRICES AND PAYMENT

All services are subject to payment (*except for free plan*), and you agree to pay for the subscription that you purchase on our website, and you authorize us (*or our third-party payment gateway service providers*) to charge your debit or credit card or process other means of payment for those payments. You shall be responsible to borne all the applicable taxes and duties (*wherever applicable*). We reserve the right to modify the prices of our subscription packages, or discontinue certain parts of our services, at any time at our sole discretion, without any prior notice. We do not offer refunds. For more information, please refer to our **Cancellation & Refund Policy** posted on the website.

11. DISCLAIMER

The site and all its services are provided on an “as-is” and “as available” basis, and Viewz (and our licensors and affiliates) expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. Products dimensions and color may vary to real life depending on devices & software’s used to view the Augmented Reality experience. We (and our licensors and affiliates) make no warranty that the Site or service will meet your requirements or likeness, will give you or your product or website any desired look, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. In certain jurisdictions, the law may not permit the Disclaimer of Warranties, and in such event, the Disclaimer mentioned above shall not apply to you in so far as it is not allowed under applicable law.

12. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Viewz (or our licensors or affiliates) be liable to you or any third party for any financial loss, business loss, injury, lost data, costs of procurement of substitute products or services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or inability to use the Platform or its Services, even if Viewz has been advised of the possibility of such damages. Access to, and use of, the Platform is at your

own discretion and risk, and you will be solely responsible for any damage to your business, device, product, or computer system, or loss of data resulting therefrom.

13. INDEMNITY

You acknowledge to defend, indemnify and hold Viewz, its owners, affiliates, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as **“Indemnified Party”**) harmless from and against any claim, disputes, fine, liability, demand or expense, including reasonable attorneys’ fees, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;
- b) Your content that you upload on our Platform;
- c) Your wrongful or improper use of our services or software or Site;
- d) Your violation of any applicable laws, rules or regulations;
- e) Your violation of these Terms, or any other policy of Viewz as associated with our services;
- f) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

14. INTELLECTUAL PROPERTY COMPLAINTS

Please notify us if you believe any of your intellectual property rights have been infringed on our website or software. Please file your intellectual property infringement claim in accordance with our **Intellectual Property Claims Notice** posted on the website.

15. LEGAL ACTION

If you are found to be degrading, tarnishing, maligning the image, goodwill or reputation of **Viewz** or **AVR Hub** or its CEOs, directors, by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- i. **Governing Law:** These Terms and any dispute arising from the same will be governed by applicable laws of the **United Arab Emirates**.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to be resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate courts situated in **Dubai, UAE**.

17. Notices

When you use the Site or send emails to Viewz, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this website. Viewz will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If You want to give a notice to us, you can do so by dropping an electronic mail to viewzsupport@avrhub.com.

18. Miscellaneous

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** In case of any breach or threatened breach to the provisions of these Terms or our services or intellectual property, we reserve the right to suspend your account, and your access to our website/services, at our sole discretion without any refunds.
- iv. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.

- v. **Waiver:** Our failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between Viewz and you or any other party be deemed to modify any provision of these Terms.
- vi. **Survival:** Notwithstanding any other provisions of these Terms, or any general legal principles to the contrary, any provision of these Terms that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms, for any reason whatsoever.
- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.
- viii. **No Assignment:** You may not assign these Terms (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Viewz, which may be withheld at AVR Hub's sole discretion. Any attempted assignment that does not comply with these Terms shall be null and void.
- ix. **Entire Terms:** The **Terms & Conditions, Content Guidelines, Cancellation & Refund Policy, Cookie Policy** and **our Privacy Policy** statement, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire agreement between Viewz and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Site.
- x. **Force Majeure:** AVR Hub/Viewz, its employees, and its third party service providers will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, power failures and government-imposed lockdowns or similar restrictions.
- xi. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible

for checking these Terms periodically. Your use of the website/service after any amendments to these Terms shall constitute your acceptance to such amendments.

19. Grievance Officer/Designated Representative

In the event you have any grievance regarding anything related to these **Terms or Content Guidelines or Cancellation & Refund Policy or Privacy Policy**, or with any content or service of Viewz, in that case you may freely write your concerns to the Grievance Officer/Designated Officer appointed below:

- **Name:** Raed Mikail
- **Email:** raed@avrhub.com
- **Postal:** 1007, Park Avenue, Dubai Silicon Oasis, Dubai

20. Feedback and Information

We welcome your questions or comments regarding these Terms. You can write to us via email: viewzsupport@avrhub.com.

Last updated on **September 15, 2022**