



Terms and Conditions

1. Company Details:

ARinSpace

ARinSpace is an activity of Square Design.
Burg.Stamstraat 26, 3861 DL Nijkerk, The Netherlands
C.o.C. 08065273
VAT: NL001935200B11
Mail: info@ARinSpace.com

WEBbased AR works best with:

- Daylight - 1000 lux+
- Contrasting floors
- Steady internet connection 4G+
- Modern mobiles

The language of this contract is English. This contract is not a written contract and is not prescriptive. ARinSpace is constantly evolving and is therefore always in Beta. These terms and conditions may be amended by ARinSpace at any time. You have the opportunity to try out the demo of this product.

2. Privacy Policy

By using the ARinSpace website or using an ARinSpace subdomain (Website), you accept the Privacy Policy. Documents and information placed on the server by the customer are outside the scope of the Privacy Policy.

3. License only

By using ARinSpace Plugins or purchasing a license for an ARinSpace Plugin, you agree to these terms. You own a license to use the plugin, you do not own yourself (the source code, images, etc.).

4. License Usage

You can use single licenses for a single WordPress installation. Licenses are subscription based and there is 1 year subscription model. After the subscription expires or is canceled for any reason, the customer can still use the plugin, but the API access (including all APIs, such as: Compute API, Image Optimizer API, Font API) and support are limited.

The developer license may not be used by web hosting companies on behalf of their customers. Our policy is that if you provide the plugin with another service (e.g., create an agency or create websites for clients), you can do so, but it is prohibited to simply resell or install on hosting accounts.

5. Pricing and subscription

The actual pricing are always available on the Website. If there is a promotion, we always define exactly the conditions, start and end date of the promotion. Our prices on the Website are in Euro and do not include VAT, but you can always see the applied taxes and fees at checkout. If the euro as the currency (€) undergoes a change in value (inflation or deflation), or if another currency is put into circulation during the existence of the payment obligation, the stated amounts will be converted pro rata.

Purchasing a license means that you are subscribing to the service. The subscription is indefinite, but you can cancel the subscription at any time by sending a cancellation request from the members area (My Account) on the Website.

When you pay by credit card, you accept that we store and share the credit card and payment information with our payment processor (see details in Privacy Policy) for automatic payments.

Recurring subscription fees are charged automatically. If you have a valid subscription on the renewal day, you have to pay the service fee for the whole next period.

The ARinSpace plug-in is free to use after registration. Additional functionalities are released in a subscription.

Users can also subscribe to a free plan (Lite license). Lite license includes 1000 compute API requests and 500 image optimizer API requests monthly. If the user no longer has a subscription, he can use the plugin, but API requests are not available to the user.

Lite license requires a working e-mail address and a site URL where the user will use the plugin. Lite license doesn't include any support. Generated Lite license keys will work only for the site where it was generated.

The agreement is concluded for an indefinite period of time, can be cancelled by the parties by electronic message without stating reasons.

6. Create a subscription and payment process

Steps to create a subscription:

1. Go to the website
2. Select license type
3. Check the order summary and correct any errors
4. Accept Terms and Conditions
5. Select the payment method (see details below)
6. Confirm the order and price (including VAT)

7. Full payment:

The customer can pay the subscription fee directly by bank transfer eg. PayPal or credit/debit card. The subscription will automatically renew unless the customer cancels the subscription at least one day before the renewal. If the customer has canceled the auto-renewal, the subscription can be manually renewed by the customer.

Paying with PayPal: To checkout with PayPal, the customer can use the customer's PayPal account for the checkout. There must be a credit/debit card associated with the account. When the customer uses PayPal for payment, the customer is redirected to PayPal and confirms the subscription. After successful payment, the customer is redirected to the Website and the order is completed.

Paying by credit/debit card: to pay by credit/debit card, the customer must post the card details on the website, after which the card details are forwarded to the credit card payment processor (Mollie Payments/PayPal). Credit/debit card details (except CCV) are retained for recurring payments. The customer may need to use 3D secure and/or strong customer identification.

Documents and information placed on the server by the customer are outside the scope of the privacy policy. If the customer cancels the subscription, ARinSpace is not obliged to keep the information/documents on the server. ARinSpace tries to keep the information for a short time due to a possible reactivation of the account by the customer. Reactivation must then certainly take place within six weeks.

If the customer does not cancel the subscription, the subscription fee for the next period must be paid in full, on the "first day of the following period. If payment is unsuccessful, the subscription will be suspended, but the customer will still be required to pay the full subscription fee for the next period.

The Customer is responsible for the information that they put on ARinSpace's server via the plugin and indemnifies ARinSpace in full against any claims against these documents. With regard to the privacy statement, the first contact with a third party will be made via ARinSpace. This measurement is general and does not contain any personal data. Afterwards -forward- the customer is responsible for the privacy statement that it uses and indemnifies ARinSpace in full against claims against the privacy of third parties.

7. Refund Policy

You can request a refund for no specific reason within 14 days of the initial purchase. No refunds can be processed after 14 days. We may decline the refund request if you have previously purchased and

used the plugin, or if you created the subscription after a previously processed refund request. Refund requests will be processed as soon as possible, but no later than 14 days after the request.

Refunds can only be requested for the subscriptions that met the requirements. Other services, especially but not only the configuration service, custom jobs, extended support are non-refundable. You can cancel your subscription at any time. To avoid being charged for the next billing period, cancel at least one day before the next scheduled billing date. If you have a quarterly payment and cancel it on the first day of the new billing period, the subscription will be terminated at the end of this period and you will not receive a refund for the current one. The same applies to the monthly or annual subscription. You are not eligible for a refund even if you cancel your subscription one second after the renewal. In short, renewals are non-refundable.

You will not be able to request a refund if we have terminated your subscription due to license abuse.

Consumers cannot withdraw from the contract with regard to the provision of digital content that has not been delivered on a tangible medium, if the execution has started with the express prior consent of the consumer and his acknowledgment, which lapses his right of withdrawal.

8. License Abuse

We can track the license activation. If we determine that you are breaking the license agreement, we reserve the right to terminate your license. We also reserve the right to terminate your license if you share it with other users. If we terminate your license for abuse, we will not be able to refund your money.

9. Release of Liability

You release ARinSpace, all of our employees, contractors and associates from ALL liability for any damages that ARinSpace plugins may cause. This waiver of liability also applies to your use of our website and any dealings with any server or service we provide, directly or indirectly. You use the plugin / app at your own risk and have been warned that it may cause damage. We strongly recommend making backups before installing and/or updating the plugin(s).

ARinSpace is not liable for acts of third parties outside the system, including breaching security measures, acts against the user such as sending computer viruses, mass advertising or spam, commercial e-mails, interruption of service and access to messages.

ARinSpace undertakes to take the technical, organizational and legal measures required by law to protect communications to and from the website. Notwithstanding the foregoing, ARinSpace cannot guarantee or insure them and therefore assumes no liability in connection with a breach of security in its systems by a third party acting in bad faith.

The user undertakes not to introduce or distribute any virus on the website - or on the computer infrastructure that supports it - that could cause harm to ARinSpace and its users.

10. Warranty

If the customer qualifies as a consumer, the provisions of BW 7:17 of the Dutch Civil Code apply to the warranty.

Defective performance

The supplier will not perform properly if the service does not meet the quality requirements laid down in the agreement or the law at the time of performance. The supplier has not performed the service correctly if the recipient was aware of the error at the time of conclusion of the contract or should have been aware of the error at the time of conclusion of the contract. ARinSpace is not respon-

sible for the settings in the end user's mobile devices (user settings). An agreement between a Consumer and a Company is void if it deviates from the provisions of this article regarding warranty and security to the detriment of the Consumer. Different warranty rights only apply to customers who qualify as consumers according to the Dutch Civil Code.

Customer as a Company: A person acting in the course of his/her trade, profession or business.

Liability claim

The customer can exercise a liability claim against the company in case of improper execution of the contract according to the rules of the Dutch Civil Code. If it decides to do so, the damage will be limited at most to the subscription fees.

The user agrees and undertakes not to take any action that could damage the reputation and good name of ARinSpace, its employees and partners.

11. Support

We provide support throughout the subscription period.

Support includes:

Technical questions about the item's built-in features, functionality, and API support for reported bugs and issues

Support does NOT include:

- Adjustment Installation
- Server Configuration
- Any other task unrelated to the plugin

All complaints should be sent through the support system: www.ARinSpace.com/support

Each support ticket has a unique ticket number. The customer should receive the unique ticket number in an automated response immediately after opening the ticket. ARinSpace will respond to all complaints as soon as possible, but no later than seven days.

Website copyright

ARinSpace is the owner of all intellectual and commercial rights that permit, or has the necessary permission and permission to use the domain, registered trademarks, logos, applications, information and other works related to the website, technology and content associated with it.

The contents of the website, including designs, applications, texts, images and source code (collectively referred to as "content") - are protected by intellectual property rights.

12. Severability

If any part of this agreement is found to be unenforceable or invalid, that part will be voided and the remainder of the agreement will continue to apply.

13. Consumers

Consumers can use the ODR platform for dispute resolution: <https://ec.europa.eu/consumers/odr/main>

Consumers can also request help for dispute resolution from the disputes committee of the Netherlands: www.degeschillencommissie.nl/english; Address: Bordewijklaan 46, 2591 XR The Hague, The Netherlands. +31(0)70 310 5310

14. Final Provisions

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands and subject to the exclusive jurisdiction of the courts of the Netherlands. If you do not agree to or fully accept these terms, please do not place an order with us.