

TERMS AND CONDITIONS

LAST UPDATED: 01-12-2021

These terms and conditions (“**Terms**”) govern the use of www.snaptrude.com (“**Platform**”) and the services made available by Snaptrude (*defined below*) from time to time. These Terms also include Snaptrude’s privacy policy, available at <https://api.snaptrude.com/media/pdf/PrivacyPolicy.pdf> (“**Privacy Policy**”), and any guidelines, additional terms, policies, or disclaimers made available or issued by Snaptrude from time to time.

These Terms constitute a binding and enforceable contract between Snaptrude Inc and its affiliates worldwide (“**Snaptrude**”) and you, an end user of the Platform (“**you**”) in relation to the Platform. You represent and warrant that you have full legal capacity and authority to agree and bind yourself to these Terms. If you are using the Platform on behalf of another party (for example: a company or an organisation), you represent and warrant that you have the authority to enter into these Terms on behalf of such party and bind such party to these Terms.

By using the Platform, you agree that you have read, understood, and to be bound by these Terms as amended from time to time, and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access or use the Platform.

1. THE PLATFORM

The Platform is an intelligence enabled platform that allows users to upload hand drawn diagrams and sketches of architectural plans and converts them to 2D diagrams and 3D models. Along with these models, the Platform contains certain features; for example, the Platform may generate data, including area statements, materials, and costs analyses in relation to the converted models, or provide interoperability options of design. These features form an integral part of the Platform.

To use the Platform, you will have to choose one of the subscription plans offered by Snaptrude (“**Subscription Plan**”). Your use of and access to the Platform is subject to your completion of the process of purchase of the Subscription Plan and payment of applicable fees. Snaptrude reserves the right to offer its users with free trials and evaluation products. These Terms would continue to apply to use of such free trials or evaluation products.

Once you have selected a Subscription Plan, you will have to create and operate an account on the Platform (“**User Account**”). Snaptrude might require you to share information, including information pertaining to your identification in the process of creation of the User Account. You agree that all information provided in this regard is complete, true, and accurate. Separately, you should ensure the confidentiality of details of the User Account, including usernames and passwords. Please note that all personal information shared with Snaptrude shall be treated and processed in accordance with the Privacy Policy.

Subject to the features of your Subscription Plan, you may designate one or more “**Administrators**” who shall be responsible for the operation of a User Account. Administrators shall have the right to create sub-accounts under the User Account, and grant authorised parties the right to use the Platform in accordance with the Terms. For clarity, all sub-accounts shall form an integral part of the User Account.

You are responsible and liable for all activities that take place on or through the User Account. Snaptrude is not liable for any unauthorised access to the Platform, including but not limited to hacking and security breaches. Snaptrude reserves, at its sole discretion, to suspend a User Account if it is of the opinion that the User Account is being accessed by an unauthorised party.

2. **USER CONTENT**

- (a) The Platform allows you to upload, publish, display, and analyse content which includes texts, drawings, codes, photos, and other items (“**Uploaded User Content**”). The data generated in connection with the Uploaded User Content through the Platform shall be referred to as “**Generated User Content**”. Both, Uploaded User Content and Generated User Content together constitute “**User Content**”.
- (b) You hereby grant Snaptrude a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, and royalty-free licence to (i) use, publish, display, store, host, communicate, distribute, make available, modify, adapt, translate, and create derivative works of the User Content for the functioning of and in connection with the Platform, (ii) use User Content for the limited purposes of advertising and promoting the Platform, and (iii) use, store, host, communicate, modify, adapt, translate, and create derivative works of the User Content for the Platform’s machine learning features and BIM processes.
- (c) In connection with these Terms and the licences granted under this Clause, you hereby waive any claims against Snaptrude arising out of any moral rights or other similar rights relating to the User Content.
- (d) The Platform allows you to download Generated User Content in formats specified in the Subscription Plan only.

3. **YOUR RESPONSIBILITIES**

- (a) You represent and warrant that:
 - (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide User Content and to grant the licences under these Terms;
 - (ii) you are solely responsible for the User Content and all activities that occur on or through the User Account;
 - (iii) the User Content does not and shall not violate any of your obligations or responsibilities under other agreements;

- (iv) the User Content does not and shall not violate, infringe, or misappropriate any intellectual property right or other proprietary right;
 - (v) the User Content does not and shall not contain any viruses, corrupted data, or other harmful, disruptive, or destructive files or content; and
 - (vi) the User Content shall not violate any third party rights.
- (b) You shall not use the Platform in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:
- (i) infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets, of any party;
 - (ii) except as may be provided hereunder, copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create any derivative works, rent, or license the Platform or any portion thereof;
 - (iii) use the Platform to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - (iv) use any robot, spider, scrapers, crawlers, avatars, data mining tools or the like, other automated devices or processes, or manual process to monitor or copy the Platform or any portion thereof other than copying or exporting as may be expressly permitted by Snaptrude;
 - (v) make any back-up or archival copies of the Platform or any part thereof;
 - (vi) engage in the systematic retrieval of content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory without Snaptrude's prior written permission;
 - (vii) use the Platform in (A) any unlawful manner, (B) for fraudulent or malicious activities, or (C) in any manner inconsistent with these Terms; or
 - (viii) violate applicable laws in any manner.
- (c) You shall obtain and maintain at your own expense all the necessary computer hardware, software, modems, connections to the Internet, and other items required for the access to and use of the Platform.
- (d) You agree to upgrade your facilities and systems for the smooth access of the Platform as and when required in order to be compatible with the upgraded version of the Platform, if any.
- (e) You shall regularly and independently save, backup, and archive your User Content and any all information that you may create or process in connection with your use of the Platform.
- (f) You shall cooperate with Snaptrude in developing and sharing testimonials, anonymous case studies, marketing materials, return-on-investment calculations, and measurement

criteria for the value, benefits, and cost savings derived from the Platform. You agree to make available all such content to Snaptrude as and when requested by Snaptrude.

- (g) You are aware of applicable laws and regulations governing your use of the Platform. You shall be solely responsible for ensuring compliance with the various applicable laws, and you shall be solely liable for any liability that may arise due to a breach of your obligations in this regard.
- (h) You shall extend all cooperation, at your cost, to Snaptrude in its defence of any proceedings that may be initiated against it due to a breach of your obligations or covenants under these Terms.

4. SNAPTRUDE'S INTELLECTUAL PROPERTY

- (a) All rights, title, and interest in and to the Platform, including all intellectual property rights arising out of the Platform, are owned by or otherwise licensed to Snaptrude. Subject to your compliance with these Terms, Snaptrude grants you a non-exclusive, non-transferable, non-sub licensable, royalty-free, revocable, and limited licence to use the Platform in accordance with the features and terms of the Subscription Plan you have purchased from Snaptrude.
- (b) Snaptrude may request you to submit suggestions and other feedback, including bug reports, relating to the Platform from time to time ("**Feedback**"). Snaptrude may freely use, copy, disclose, create derivative works on, publish, display, distribute, and exploit the Feedback without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.
- (c) Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to Snaptrude's or any third party's intellectual rights.

5. FEES

- (a) Use of the Platform is subject to the payment of the fees detailed in the Subscription Plan.
- (b) In the event of any delay of payments, you shall be liable to pay an additional interest of 2% per month for each day of delay. Should the delay continue for a period exceeding 15 days, Snaptrude shall have the right to terminate access to the Platform in accordance with Clause 7, and shall be under no further obligation to provide access to the Platform.
- (c) Changes: Snaptrude reserves the right to revise its fees from time to time. Snaptrude shall provide you with reasonable advance notice of any changes to its fees. Should you not agree to the fees, you have the right to cancel your Subscription Plan prior to the billing cycle that follows your rejection of the fees.

- (d) Refunds: All amounts and fees stated are non-cancellable and non-refundable.
- (e) Taxes: The fees are exclusive of applicable taxes. These shall be added to Snaptrude's invoice(s) at the appropriate rate.
- (f) Payment Processors: Snaptrude may use a third-party payment processor ("**Payment Processor**") to bill you through your selected modes of payment. The processing of payments will be subject to the terms and policies of such Payment Processor in addition to these Terms. Snaptrude shall not be liable for any error by the Payment Processor. In the event of any unsuccessful payments, the money so debited shall be credited in accordance with the terms of the Payment Processor.

6. THIRD PARTY SERVICES

- (a) The Platform may include content, documents, and information owned or otherwise licensed to a third party, services offered by a third party ("**Third Party Services**") or contain links to Third Party Services. You understand that Third Party Services are the responsibility of the third party that created or provided it and acknowledge that the use of such Third Party Services is solely at your own risk. Snaptrude makes no representations and excludes all warranties and liabilities arising out of or pertaining to such Third Party Services, including their accuracy or completeness. Snaptrude does not endorse or sponsor any Third Party Services.
- (b) All intellectual property rights in and to Third Party Services are the property of the respective third parties.

7. TERM AND TERMINATION

- (a) These Terms shall remain in effect (i) unless terminated in accordance with the terms hereunder or (ii) until the expiry of the Subscription Plan. You may choose to automatically renew the Subscription Plan on its expiry.
- (b) Snaptrude may terminate your access to the Platform, or any portion thereof, immediately and at any point, at its sole discretion if you violate or breach any of your obligations, responsibilities, or covenants under these Terms or if you are involved in any bankruptcy or insolvency proceedings.
- (c) Upon termination under Clause 7(b):
 - (i) the Platform will "time-out". This means you shall not be able to use it;
 - (ii) all outstanding dues shall become payable to Snaptrude; and
 - (iii) these Terms shall terminate, except for those clauses that expressly or are intended to survive termination or expiry.

8. DISCLAIMERS AND WARRANTIES

- (a) You agree that your use of the Platform is at your sole risk.
- (b) We do not own, control, or endorse any User Content that is transmitted, stored, or processed via the Platform. You are solely responsible for the User Content. Snaptrude does not recommend, endorse, or make any representation about the efficacy, appropriateness or suitability of any User Content that is made available through the Platform and disclaims all liabilities or warranties arising out of or in connection with any User Content.
- (c) To the extent permitted by applicable law, the Platform are provided on an “as is” and “as available” basis. Snaptrude does not warrant that operation of the Platform will be uninterrupted or error free or that the functions contained in the Platform will meet your requirements.
- (d) Snaptrude does not warrant or represent that the Platform will be compatible with any third party hardware or software. It shall your responsibility to ensure compatibility of the Platform prior to use. Additionally, Snaptrude shall not be held responsible for any actual, incidental or consequential damages that may result from any use or inability to use any third-party peripherals with the Platform.
- (e) To the fullest extent permissible under applicable law, Snaptrude expressly disclaims all warranties of any kind, express or implied, arising out of the Platform, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title and non-infringement, compatibility, applicability, usability, appropriateness, and any warranty that may arise out of course of performance, course of dealing, or usage of trade.
- (f) You hereby accept full responsibility for any consequences that may arise from your use of the Platform, and expressly agree and acknowledge that Snaptrude shall have absolutely no liability with respect to the same.
- (g) To the fullest extent permissible by law, Snaptrude, its affiliates, and its related parties each disclaim all liability to you for any loss or damage arising out of or due to:
 - (i) your use of, inability to use, or availability or unavailability of the Platform, including any third party services made available through the Platform;
 - (ii) the occurrence or existence of any defect, interruption, deletion of files, delays in the operation or transmission of information to, from, or through the Platform, communications failure, theft, destruction or unauthorised access to Snaptrude’s records, programs, services, server, or other infrastructure relating to the Platform;
 - (iii) the Platform being infected with any malicious code or viruses; or
 - (iv) the failure of the Platform to remain operational for any period of time.

- (h) Notwithstanding anything to the contrary, the maximum aggregate liability of Snaptrude and its affiliates, for any loss shall not exceed the monies received by Snaptrude from you in the three months preceding the date of the claim of loss or damage.

9. INDEMNITY

You agree to indemnify and hold harmless Snaptrude, its affiliates, its licensors, and their respective directors, officers, members, managers, employees, and agents from and against any and all claims and expenses arising out of your use of the Platform, a breach of any provision of these Terms by you or any person using your account on the Platform, any User Content, or any third-party claim to the extent arising from or connected with an allegation that your use of the Platform in accordance with these Terms infringes any rights of a third party.

10. CONSENT TO USE DATA

- (a) You agree that Snaptrude may in accordance with its Privacy Policy collect and use your information and technical data and related information.
- (b) Snaptrude may use information and data pertaining to the User Content and your use of the Platform for analytics, trends' identification, and purposes of statistics to further enhance the effectiveness and efficiency of the Platform.
- (c) You hereby expressly authorize Snaptrude to disclose any and all information relating to you in Snaptrude's possession to any law enforcement or other government officials, if Snaptrude believes it is necessary or appropriate in connection with the investigation or resolution of possible crimes, including but not limited to your identity, information provided by you, your banking information, and your correspondence. You further understand that Snaptrude might be directed to disclose any such information as may be deemed necessary to satisfy any judicial order, law, regulation or valid governmental request.

11. SERVICE LEVELS

- (a) Scheduled Maintenance: Snaptrude reserves, solely at its discretion, the right to make the Platform unavailable for access for up to 1 hour per week for scheduled maintenance and such downtime shall not be counted against any availability specified in this Clause 11.
- (b) Unexpected Downtime: Beyond the aforementioned scheduled maintenance, Snaptrude will use commercially reasonable efforts to ensure that the Platform shall be available with a minimum of [99.5%] software uptime, [wherein the monthly availability average is calculated based upon total outage time in a given year].

- (c) **Reporting:** You agree to report any unscheduled system downtime and any error, bug, or defect in the Platform to the details set forth in Snaptrude’s contact page available at <https://snaptrude.com/contact/> immediately upon becoming aware or receiving notice of such system downtime, error, bug, or defect.
- (d) The provisions of this Clause shall not apply to any performance issues (i) caused by factors or circumstances outside of Snaptrude’s reasonable control, including the conditions detailed in Clause 15; (ii) that result from your equipment or third-party equipment, or both; (iii) that result from internet service providers, telecommunications service providers, or their equipment or services; (iv) caused by the termination of your access to the Platform pursuant to Snaptrude’s rights under these Terms; or (v) caused by misuse of the Platform, including use of the Platform in breach of these Terms, Subscription Plan, or other than in accordance with instructions Snaptrude may provide from time to time.

12. MODIFICATION OF PLATFORM

Snaptrude reserves the right at any time to add, modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice or cause. You agree and acknowledge that Snaptrude shall not be liable to you or to any third party for any such addition, modification, suspension or discontinuation of the Platform.

13. UPDATES

Snaptrude reserves the right to provide minor modifications or enhancements, or programme temporary fixes or patches, if any, to the Platform (“**Updates**”). You agree that the addition of major functions or significant new features to the Platform is not an Update. Snaptrude shall, in its sole discretion, have the right to determine what constitutes an Update.

14. CONFIDENTIALITY

You acknowledge that the Platform contains Snaptrude’s and its licensors’ trade secrets and confidential information. You agree to hold and maintain the Platform in confidence, and not to furnish any other person with a copy of the Platform. You agree to use a reasonable degree of care to protect the confidentiality of the Platform. You will not remove or alter any of Snaptrude’s or its licensors’ proprietary notices. Your obligations under this Clause continue even after these Terms have expired or been terminated. Without limiting the generality of the foregoing, you further agree not to publish or otherwise publicly distribute the results of any benchmark tests related to the Platform that are made available to you by Snaptrude, its affiliates, and their licensors.

15. FORCE MAJEURE

Snaptrude shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the Snaptrude's workforce or any other party), failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, fire, flood, storm or default of suppliers or sub-contractors.

16. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

These Terms shall be governed by and construed and enforced in accordance with the laws of India. Subject to other provisions in this Clause, courts in Bangalore shall have exclusive jurisdiction over all issues arising out of these Terms or the use of the Platform.

Any controversies, conflicts, disputes, or differences arising out of these Terms shall be resolved by arbitration in Bangalore in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this Clause. The tribunal shall consist of 1 (one) arbitrator appointed by Snaptrude. The language of the arbitration shall be English.

The parties to the arbitration shall keep the arbitration confidential and not disclose to any person, other than on a need to basis, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the Parties hereto.

Each party to the arbitration shall bear its own costs with respect to any dispute.

17. MISCELLANEOUS PROVISIONS

- (a) Modification – Snaptrude reserves the right at any time to modify these Terms and to add new or additional terms or conditions on your use of the Platform. Such modifications and additional terms and conditions will be communicated to you and, unless expressly rejected (in which these Terms shall terminate), will be effective immediately and will be incorporated into these Terms. In the event, you refuse to accept such changes, these Terms and licence will terminate.
- (b) Severability - If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

- (c) Assignment - You shall not distribute, licence, sell, transfer or assign your rights or obligations hereunder to others in any manner without Snaptrude's prior written consent. Snaptrude may grant or withhold this consent in its sole discretion and subject to any conditions it deems appropriate. Snaptrude may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Platform
- (d) without any prior notice to you.
- (e) Notices - All notices, requests, demands, and determinations for Snaptrude under these Terms (other than routine operational communications) shall be sent to info@snaptrude.com.
- (f) Third Party Rights - No third party shall have any rights to enforce any terms contained herein.