

**CityTourXR and CTRX are trade names of
ArtiShock Productions BV**

- A. General terms of sale
- B. Platform terms of use
- C. International & legal clauses



GENERAL TERMS OF SALE: CTRX PLATFORM (MODULE A)

Article 1. Applicability and definitions

1. These general terms and conditions apply to every offer, quotation and agreement between ArtiShock Productions B.V. (hereinafter: "ArtiShock") and a client or customer (hereinafter: the "Client") concerning access to and use of the CTRX platform (hereinafter: the "Platform").
2. General or specific purchasing conditions of the Client do not bind ArtiShock, unless and insofar as ArtiShock has expressly accepted their applicability in writing.
3. "Platform" means the cloud-based (SaaS) software environment made available by ArtiShock via the internet or local networks, including updates, upgrades, documentation, interfaces and Progressive Web Apps.

Article 2. Quotations and conclusion of the agreement

1. All quotations and offers made by ArtiShock are without obligation and remain valid for 30 days, unless expressly stated otherwise in writing.
2. Prices stated in a quotation or on the Platform are always exclusive of VAT and any other government levies, unless expressly stated otherwise in writing.
3. An agreement is concluded at the moment the Client approves a quotation in writing or digitally, or at the moment the Client has successfully completed the online registration and subscription process on the Platform.

Article 3. Grant of licence and SaaS services

1. From the commencement date of the agreement, ArtiShock grants the Client a non-exclusive, non-transferable and limited right to use the Platform for the Client's agreed internal business purposes.
2. The Client may use the Platform only within the limits of the agreed licence type and any applicable limits (such as numbers of users, data storage or specific modules).
3. The Client is not permitted to sublicense, rent out, sell, distribute or otherwise make the Platform software available to third parties, unless expressly agreed otherwise in writing.
4. The Client is permitted to develop additional functional extensions or applications (hereinafter: "Modules", such as, for example, a calendar function) within the technical framework provided for that purpose by the Platform. The intellectual property in such independently developed Modules remains fully vested in the Client, without prejudice to Article 7.3.
5. The Client is also permitted to create links between the Platform and third-party applications or systems (hereinafter: "Connectors", such as, for example, links with YouTube or e-commerce systems).



Article 4. Term, renewal and termination

1. The agreement concerning the Platform is entered into for the term agreed between the parties (for example per month or per year). If no specific term has been agreed, an initial term of one (1) year applies.
2. After expiry of the initial term, the agreement is tacitly renewed each time for the same period, unless one of the parties terminates the agreement in writing (or via the cancellation function provided for that purpose in the Platform) with a notice period of:
 - a. 14 days before the end of the current term for a monthly subscription;
 - b. 1 month before the end of the current term for an annual subscription.
3. Any term agreed or communicated by ArtiShock for completing specific set-up work, updates or deliveries is indicative only and is never a firm deadline.

Article 5. Prices, invoicing and indexation

1. The fees for use of the Platform (subscription fees) and any additional services are invoiced in advance per agreed payment period (month or year), unless agreed otherwise in writing.
2. If the Client takes additional modules or exceeds agreed limits, the applicable additional charges are invoiced in the interim or in the next invoicing round.
3. ArtiShock may pass on price increases (such as operational costs, labour costs and supplier costs) and index its rates annually. Such an increase is communicated to the Client in writing or via the Platform at least 30 days before its effective date. If the increase exceeds 20%, the Client is entitled to terminate the agreement with immediate effect as of the date on which the increase takes effect.

Article 6. Payment terms and default

1. Payment must be made within 14 days of the invoice date by the payment method indicated by ArtiShock. Payment must be made without discount, suspension and/or set-off.
2. After expiry of the payment term, the Client is in default immediately and without further notice of default. From the moment of default, the Client owes the statutory commercial interest on the amount due.
3. If the Client is in default in fulfilling its obligations, ArtiShock is entitled to suspend or restrict the Client's access to the Platform after prior written warning. All reasonable costs of obtaining payment out of court (collection costs in accordance with the statutory scale) are borne by the Client.
4. In the event of liquidation, bankruptcy, attachment or suspension of payments of the Client, all obligations and claims of ArtiShock against the Client become immediately due and payable.



Article 7. Intellectual property and source files

1. All intellectual property rights, including copyrights, trademark rights, database rights and patents in the Platform, the underlying software, source code, 3D base structures, designs, interfaces and documentation, are vested exclusively in ArtiShock or its licensors.
2. The Client acquires only the limited rights of use expressly granted in these terms and conditions or the agreement. Under no circumstances can the Client acquire ownership rights in, or obtain access to, the source code of the Platform or the 3D source files created.
3. If the Client independently develops Modules on or for the Platform (as referred to in Article 3.4), ownership thereof remains with the Client. However, the Client hereby grants ArtiShock a non-exclusive, perpetual, royalty-free, worldwide and transferable licence (including the right to sublicense) to integrate, maintain, distribute and make these Modules accessible within the Platform to other users of the Platform (whether or not against commercial rates charged by ArtiShock).
4. If the Client develops a Connector (as referred to in Article 3.5), the Client agrees that the technical capability, logic and configuration for establishing this link are made available to other users of the Platform through the Platform. ArtiShock obtains a royalty-free, worldwide and perpetual licence for this purpose. This right relates exclusively to the functionality of the Connector itself; specific API keys, tokens, login credentials or data transported by the Client through the Connector are expressly excluded, remain strictly confidential and remain the property of the Client.



PLATFORM TERMS OF USE: CTRX PLATFORM (MODULE B)

Article 1. Applicability and purpose

1. These terms of use apply to everyone who has access to or makes use of the CTRX platform (hereinafter: "User"), whether or not acting on behalf of a Client that has entered into a commercial agreement with ArtiShock.
2. By accessing, registering for or using the Platform, the User expressly agrees to these terms.

Article 2. Account management and security

1. An account must be created in order to access the Platform. During the registration process the User is required to provide correct, complete and up-to-date information.
2. Each account is strictly personal and may not be transferred to third parties without the prior written consent of ArtiShock.
3. The User is fully responsible for keeping their login credentials (such as username and password) confidential. All actions performed through a User's account are attributed to that User (including the Client concerned).
4. If the User suspects or knows that their login credentials have come into the hands of unauthorised persons, the User must inform ArtiShock immediately and change their password without delay.

Article 3. Acceptable use (fair use)

1. The Platform may be used only for legitimate, business and agreed purposes.
2. The User is expressly prohibited from:
 - a. performing actions that could disrupt, overload or damage the operation, security or integrity of the Platform or the underlying infrastructure;
 - b. automating processes (such as the use of scripts, spiders or scrapers) to copy or monitor data or content from the Platform, other than through the officially provided APIs or functions;
 - c. using the Platform to distribute malware, viruses, spam or other harmful software;
 - d. attempting to obtain the source code of the Platform or the underlying software by means of reverse engineering, decompilation or in any other way.

Article 4. User content and data

1. The User (or the Client on whose behalf the User acts) remains at all times the owner of all data, media, 3D models, texts and other content uploaded, stored or processed on the Platform through the account (hereinafter: "User Content").



2. The User warrants that the User Content does not infringe the rights of third parties (including intellectual property rights, privacy rights or portrait rights) and does not conflict with applicable laws and regulations.

3. The User grants ArtiShock a limited, royalty-free and worldwide right to host, process and display the User Content, solely insofar as this is necessary for the proper performance, maintenance and operation of the Platform.

Article 5. Availability, maintenance and updates

1. ArtiShock makes every effort to make the Platform available to its Users as continuously and optimally as possible. Because the Platform operates via the internet and cloud infrastructure, 100% continuous availability cannot be guaranteed.

2. ArtiShock is entitled to take the Platform (or parts of it) temporarily out of service or to restrict it for the purpose of scheduled maintenance, updates, upgrades or the resolution of faults. Insofar as reasonably possible, ArtiShock will announce scheduled maintenance in advance and keep the impact on the User's operations to a minimum.

3. ArtiShock is not liable for damage or lost revenue resulting from temporary unavailability or malfunction of the Platform.

Article 6. Sanctions and termination of access

1. If a User acts in breach of these terms of use, applicable legislation or the general duty of care, ArtiShock is entitled – without prior notice and without being liable for damages – to take the following measures:

- a. suspend or block access to the account and the Platform (temporarily or permanently);
- b. immediately remove from the Platform any uploaded User Content that is in breach of the rules or the law.

2. ArtiShock will inform the User (or the Client) as soon as possible of the measures taken and the reasons for them.

Article 7. Free Sandbox

1. ArtiShock may make a free version of the Platform available (hereinafter: the "Sandbox"). The Sandbox is intended solely for trying out the Platform and for non-commercial projects.

2. Commercial use of the Sandbox is not permitted. This includes any use in the course of a business or profession or with a profit motive, such as applications for paying clients, selling products or services and reselling the Sandbox. Commercial use requires a paid subscription.

3. In the event of commercial use, ArtiShock may ask the User to switch to a paid subscription and, if this does not happen within fourteen (14) days, suspend or terminate access to the Sandbox in accordance with Article 6.



INTERNATIONAL & LEGAL CLAUSES: CTXR PLATFORM (MODULE C)

Article 1. Confidentiality

1. Both parties are bound to keep confidential all confidential information that they have obtained from each other or from any other source in the context of their agreement or the use of the Platform. Information is deemed confidential if the other party has indicated so or if this follows from the nature of the information.

2. ArtiShock will treat the data and User Content stored by the Client or User as strictly confidential and will never share it with third parties without a legal basis or consent.

Article 2. Privacy and data protection (GDPR)

1. Personal data are processed in the operation and use of the Platform. Insofar as ArtiShock processes personal data on behalf of the Client, the Client acts as "controller" and ArtiShock as "processor" within the meaning of the General Data Protection Regulation (GDPR).

2. The parties will lay down the arrangements concerning the processing of personal data, the security measures and the handling of any data breaches in a separate Data Processing Agreement, which forms an integral part of the agreement.

Article 3. Limitation of liability

1. ArtiShock can never be held liable for errors in the text, the content or the specific (3D) design placed or generated on the Platform by the Client or User. The final check, and the risk of misunderstandings or errors with regard to the input of data and materials, rest entirely with the Client.

2. ArtiShock's total liability for damage arising from an agreement or from the use of the Platform is at all times limited to a maximum of the amount of fees (exclusive of VAT) that the Client paid to ArtiShock for use of the Platform in the three (3) months preceding the event giving rise to the damage.

3. ArtiShock is liable only for direct damage. Liability for indirect damage, including but not limited to consequential damage, loss of profit, lost savings, loss or corruption of (business) data, and damage due to business interruption or platform outage, is expressly excluded.

4. The Client indemnifies ArtiShock against all claims of third parties relating to copyrights and intellectual property rights with respect to the materials and User Content provided and uploaded by the Client or User.



Article 4. Force majeure

1. Force majeure means circumstances that prevent performance of the obligation and that cannot be attributed to ArtiShock.

2. In addition to the situations recognised in law and case law, force majeure expressly includes: large-scale failures of the internet or telecommunications infrastructure, cyberattacks (such as DDoS attacks), failures or maintenance at ArtiShock's cloud hosting provider, power failures, domestic or foreign government measures, strikes, and unforeseeable stagnation at suppliers on which ArtiShock depends.

3. During force majeure, ArtiShock's obligations are suspended. If the period in which performance of the obligations is prevented by force majeure lasts longer than one (1) month, both parties are entitled to dissolve the agreement without any obligation to pay damages in that case.

Article 5. Governing law and dispute resolution

1. Every agreement, these terms of use and all legal relationships between ArtiShock and the Client or User are governed exclusively by Dutch law.

2. Any dispute connected with or arising from the agreement or the use of the Platform will in the first instance be settled exclusively by the competent court of the District Court of Rotterdam (Rechtbank Rotterdam).

Article 6. Amendment of the terms

1. ArtiShock is entitled to make amendments to these terms and conditions (including Modules A and B). Such amendments take effect at the announced time of entry into force.

This is an English translation of the Dutch "Algemene voorwaarden" of ArtiShock Productions B.V., provided for convenience. In the event of any discrepancy or dispute about interpretation, the Dutch text prevails.