

Terms and conditions of sale

By purchasing or ordering the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before placing your order, if you have any questions relating to these Conditions please contact us via our website at www.immerseuk.com or by calling us on tel:+44(0)2074 607 298.

"IBE" means Immerse Built Environment Limited, together with its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time;

"Conditions" means these terms and conditions;

"Goods" means any goods you purchase under these Conditions;

"Non-subscription Services" mean any Services other than Subscription Services;

"Personal Information" means the details provided by you to us;

"Services" means any services you order or otherwise purchase under these Conditions;

"Subscription Services" means Services to which you subscribe on an ongoing basis, for example technical support Services;

"Us/our/we" means Immerse Built Environment Limited, a company registered in England and Wales under the number 09973343 with registered office located at 16a Perham Road, West Kensington, London, England, W14 9ST;

"Website" means either one of the websites located at www.immerseuk.com or any other URL which may replace it; and

"You/Your" means the person ordering or otherwise purchasing the Goods or Services.

1. Rights and Obligations

1.1. You undertake:

1.1.1. to pay any amounts due to us in a timely manner;

1.1.2. that the Personal Information you provide is true, accurate, current and complete in all respects;

1.1.3. to notify us immediately of any changes to the Personal Information using the contact details in Clause 5.4; and

1.1.4. not to impersonate any other person or entity or to use a false name.

1.2. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Goods or Services available. We also reserve the right to change or add to these Conditions from time to time.

1.3. Unless you have placed an order for any Goods or Services, or you subscribe to any Subscription Services, by the time such a change takes effect, we shall not be obliged to give you notice of any such modification or withdrawal.

1.4. From time to time we may also have to make changes in the specification of any Good or Service:

1.4.1. to make it conform with any applicable safety or other statutory requirements; or

1.4.2. to make it reflect changes in the manufacturer's specification, but we will endeavour to ensure that such changes do not reduce the quality or performance of such a Good and/or Service. Where you have placed an order for the affected Good and/or Service and such changes are substantial, we will notify you in advance to ensure that you still wish to proceed with any order that you have placed.

1.5. Goods and Non-subscription Services:

1.5.1. You will be subject to the policies and Conditions in force at the time you order or otherwise purchase the Goods or Non-subscription Services, unless we are legally obliged to make changes to these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

1.5.2. We shall not withdraw or modify to your substantial detriment any of the Goods or Non-subscription Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control.

1.5.3. The purchase of software products is subject to your acceptance of the terms of any end user and/or licensing agreement(s) relating to such software.

1.5.4. We are under a legal duty to supply Goods that are in conformity with these Conditions.

1.6. Subscription Services only:

1.6.1. If you subscribe to Subscription Services, we will give you prior notice of any withdrawal of or changes to the Subscription Services or these Conditions.(i) where these changes are to your substantial detriment (which shall include but not be limited to an increase in the price of your Subscription Services of more than 15%), you can choose to cancel any unused portion of the Subscription Services without penalty before any such changes

take effect. Your continued subscription to the Subscription Services following such change taking effect shall be deemed to be your acceptance of such change. (ii) Your right to cancel under Clause 1.6.1 (i) above does not apply where: (a) any price increase in relation to the Subscription Services does not exceed the Retail Price Index figure, the Consumer Price Index figure or similar in any twelve month period; or (b) the increase is as a result of any increase in VAT or other taxes or the introduction of a similar or new tax on the Subscription Service.

1.7. Estimated time frames for delivery of Goods or completion of Services are estimates only and delays may arise due to matters outside of our reasonable control.

1.8. Goods may be subject to EU and US export control laws and laws of the country where they are delivered or used. Under these laws, such Goods may not be sold, leased or transferred to restricted end-users (including to nationals of Cuba, Iran, North Korea, Sudan, and/or Syria) or countries or for restricted end-uses (including uses related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development). If Goods are supplied to you subject to any such Export Laws, such supply is subject to you not falling into any such restricted categories.

2. Orders

2.1. Goods and Services are available only to individuals and entities who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and those who are residents in the UK. Services that come with minimum term contracts are only available to individuals who are 18 years old or over and by ordering or otherwise purchasing such Services, you confirm that you are 18 years old or over.

2.2. When requested by us, you must provide your name, phone number, address, payment details and other requested information.

2.3. Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable) or when we take any due payment from you (which includes debiting your payment method), whichever is the earlier.

2.4. You acknowledge that any automated acknowledgement given when you place an online order shall not amount to our acceptance of your offer to purchase.

2.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit.

3. Price and Payment

3.1. The price of the Goods or Services (if any) shall be the price of which we inform you prior to accepting your order. Prices include VAT at current rates unless stated otherwise.

3.2. If you fail to make any payment on or before the due date then, without prejudice to any other right or remedy we may have, we may:

3.2.1. where you subscribe to Subscription Services, suspend the Services until payment is received and, if you continue to fail to make payment, cancel this agreement; and/or

3.2.2. where you have ordered Goods or Non-subscription Services, cancel this agreement; and/or

3.2.3. in any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).

3.3. You confirm that any payment method you use is yours.

3.4. Payment methods are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by failure of such checks or authorisation.

3.5. Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.

3.6. Irrespective of your receipt of the Goods, the passing of risk or any other provision of these conditions, ownership shall not pass to you until we have payment in full for the Goods.

3.7. Until such time as the ownership passes to you, you shall hold the Goods on our behalf and keep them safe and identified as our property, and we shall be entitled to ask you to return the Goods to us.

4. Cancellation, Returns and Exchanges

4.1. Without prejudice to our rights under Clause 1 above, if either party breaks the terms of these Conditions in any material way, the other party can terminate these Conditions by giving the other party 7 days' written

notice.

4.2. In certain situations, we may be prepared to give you a refund or exchange for Goods if you change your mind. For details on our Returns and Exchange Policy please call us on +44(0)2074 607 298.

4.3. Subscription Services only:

4.3.1. Subject to Clauses 4.3.2 and 4.3.3 and without prejudice to Clause 4.1 above or to any other rights we have under the terms of these Conditions, either party can terminate this agreement at any time by giving the other party no less than 30 days written notice.

4.3.2. If Subscription Services come with a minimum term contract, without prejudice to our rights in Clauses 1 and 4.1 above, we will not terminate the Subscription Services during such a minimum term.

4.3.3. You can terminate the Subscription Services within such a minimum term but if you do so other than in exercising your rights under Clauses 1.6.1 and 4.1, we may charge you a cancellation fee.

4.4. Goods and/or Services ordered online or over the phone only

4.4.1. Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4.4.2. You may cancel any order for Services any time within 14 calendar days from the commencement of the contract for such Services. However, you may not cancel once we have started providing any part of such Services to you with your agreement.

4.4.3. You may cancel any order for Goods other than software at any time within 14 calendar days from the day after receiving such Goods, without liability to us.

4.4.5. Where you have ordered software, you do not have a right to cancel your order once it has been accepted and where either (i) download of the software has started; or (ii) where the software has been delivered to on CD, DVD or other similar storage devices and the item is unwrapped.

4.4.6. You may cancel your order by calling us on +44(0)2074 607 298 or by emailing sales@immerseuk.com. Any cancellation notice must be given before the end of the 14 calendar days period referred to above.

4.4.7. If you cancel an order for Goods, they must be returned to us within 14 days of you informing us of your wish to cancel, complete (with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. If you fail to return the Goods in this manner, we may charge you the costs we incur in recovering the Goods from you (which may be substantial) or the stand alone retail value of any missing or damaged items.

4.4.8. Unless collection of the Goods has been arranged, you must return the Goods by sending them to Direct Returns, Immerse Built Environment Ltd, 16a Perham Road, West Kensington, London, England, W14 9ST at your cost. It is your responsibility to ensure that the Goods are received by us and we recommend using Special Delivery where appropriate.

4.4.9. Where we have agreed to collect the Goods from you, you must ensure that they are available for collection at the time arranged.

4.4.10. You shall be under a duty to take reasonable care of the Goods until received or collected by us and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.

4.4.11. You are entitled to examine any Goods ordered. However, if you use the Goods, you may lose your right to cancel your purchase. Use would include, but not be limited to using the Goods for connecting to and/or accessing the internet, downloading, or using any functions of the Goods for example amending settings, saving data, adding a contact or appointment, taking a photograph or using an application. We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.

4.4.12. If you cancel your order in accordance with the provisions of this Clause 4.4, subject to the provisions of Clauses 4.4.7 and 4.4.11 we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you under Clause 4.4.7) within 14 days of such cancellation, only where the Goods have been returned or evidence of the Goods being returned (in accordance with Clause 4.4.7) is provided to us.

5. Your Personal Information

5.1. We need to collect certain Personal Information to provide you with the Goods and/or Services.

5.2. You agree that we may use, update, share and process your Personal Information in accordance with our privacy policy. Our privacy policy is available upon request by calling us on +44(0)2074 607 298 or emailing sales@immerseuk.com

5.3. If you would like us to tell you what information we hold about you please write to: Data Protection, Immerse Built Environment Ltd, 16a Perham Road, West Kensington, London, England, W14 9ST. We may charge a £10.00 administration fee - Please include your full name, address and a copy ID with each request.

5.4. You will have the opportunity to consent to us contacting you by post, e-mail, phone, SMS or MMS about products and services of Immerse Built Environment Limited and carefully selected third parties we believe may be of interest to you. You can make changes to your marketing preferences at any time by calling us on +44(0)2074 607 298 or writing to us at us Data Protection, Immerse Built Environment Ltd, 16a Perham Road, West Kensington, London, England, W14 9ST. Please note that it may take up to 28 days for such changes to take effect.

6. Not Used

7. Matterport Goods and Services

7.1. Matterport Definitions:

7.1.1. "Camera Terms" means the Matterport Pro 3D Camera Terms and Conditions of Sale set forth at <https://matterport.com/legal/camera-terms-of-sale/>

7.1.2. "Matterport Portal" means Matterport's proprietary application (and other technologies available therein) hosted by Matterport, with which each Camera must communicate for the imagery generated by the Camera and related technology to be processed to produce 3D Showcases.

7.1.3. "End User" means an end-user business or individual that intends to use a Camera and/or Matterport Portal directly and does not act as a distributor or reseller of a Camera or subscription to any other third party.

7.2. If you place an order for any Matterport product(s) from us you accept the Matterport Camera Terms.

7.3. Third Parties: Matterport will be a third-party beneficiary of any contract between you and us, with the right to enforce the Camera Terms directly against the End User.

7.4. Matterport account:

7.4.1. We are obliged to assist the End User with establishing a mymatterport.com account and subscribing to an appropriate Matterport Portal subscription plan through an online solution that Matterport provides.

7.4.2. In the course of establishing a mymatterport.com account and subscribing the Matterport Portal, the End User will be required to accept, and shall be subject to, the Portal Subscription Agreement, the Terms of Use governing Matterport's website, and Matterport's Privacy Policy. Accordingly, each End User will enter into a contractual relationship directly with Matterport with respect to use of the Matterport Portal and the Matterport website.

8. Limitation of Liability

8.1. We will not be liable for any loss or damage caused by us in circumstances where:

8.1.1. there is no breach of a legal duty of care owed to you by us; and/or

8.1.2. such loss or damage is not reasonably foreseeable.

8.2. We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.

8.3. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

8.4. Nothing in these Conditions shall:

8.4.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

8.4.2. Limit your rights as a consumer under applicable UK law.

8.5. All Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

8.6. The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.

8.7. Each provision of this Clause operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

9. General

9.1. Events Beyond the Parties' Reasonable Control: If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

9.2. Third Parties: Nobody but you and us can benefit from these Conditions under the Contracts (Rights of Third Parties) Act 1999, except as described in clause 7.3.

9.3. Assignment: You may not but we may, assign, charge or otherwise dispose of our rights under these Conditions. Any attempt by you to do so shall be void.

9.4. Governing Law: These Conditions will be governed by English Law and if you are not happy with how we deal with any disagreement and want to take or bring court proceedings, you must do so within the UK.

9.5. Each Clause of these Conditions operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

9.6. Calls to our customer service numbers should incur local call costs from a standard BT line, calls from other providers may vary and calls from mobiles may cost significantly more.

10. Handling Complaints and Sending Notices

10.1. If you wish to make a complaint you may do so in the following way:

10.1.1. by calling +44(0)2074 607 298;

10.1.2. in writing addressed to: Immerse Built Environment Limited, 16a Perham Road, West Kensington, London, England, W14 9ST; or

10.1.3. online, at <http://www.immerseuk.com/contact-us.html> and submitting a contact form entitled "complaint".

10.2. If you need to send us a notice in relation to these Conditions you can do so in the following way:

10.2.1. by post to Immerse Built Environment Limited, 16a Perham Road, West Kensington, London, England, W14 9ST;

10.3. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

10.4. Under EU Regulations around online dispute resolution for consumer disputes, traders are required to provide consumers with an accessible electronic link to the Online Dispute Resolution (ODR) platform. You can submit your complaint via the Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/odr>.