

## Archigrafix Content License

### Terms and Conditions for Download and Use of Archigrafix Content

These terms and conditions contain the contractual terms on which Archigrafix offers the download, installation and use of Content from its Website. You must click to accept these terms and conditions before downloading the Content from the Website whereupon these terms and conditions will be legally binding on you. If you do not accept these terms you must not continue with the download.

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## 1

### Definitions

1.1 In these Terms and Conditions, the following definitions have the following meanings.

<b>“Content”</b>	Means the digital content supplied in digital format such as Revit files, Illustrator files, Autocad Files, Archicad Files, Vectorwork Files, Microstation Files, or other files, including but not limited the visual image data, parameters, text, color schemes, available for download to the memory or hard disk of a personal computer or similar storage device.
<b>“Fee”</b>	The relevant download fee for download and access to the Content available on the Website, to be prepaid in full by you to us prior to downloading the Content.
<b>“IPR”</b>	All patents, trade marks, service marks, copyright, design right, database rights and other intellectual property rights whether registered or unregistered and subsisting anywhere in the World.
<b>“Order”</b>	A request by you to download the Content from the Website, for the 15 users the Content is to be used by, and the relevant Fee or Fees for that download or those downloads and relevant payment details.
<b>“Personal Data”</b>	Any personal data relating to you within the definition in the Data Protection Act 1998.
<b>“Usage Rights”</b>	The right to install the Content software on no more than 15 users, make one back-up copy in case your computer fails and to use one copy of the Content with cloud services. If you copy the Content to your cloud services, you acknowledge and understand that it is your responsibility to ensure that the cloud services company deletes the Content from their storage system after processing your files/job. It is also your responsibility to make sure that they do not breach any part of this license agreement.
<b>“Revit”</b>	Autodesk Revit Architecture often referred to as simply Revit is a Building Information Modeling software developed by Autodesk
<b>“System Requirement”</b>	The minimum operating system requirements necessary to download, install and run the Content, details of which are set out on the Website.
<b>“Website”</b>	The archigrafix website at <a href="http://www.archigrafix.com">www.archigrafix.com</a> and any of the subdomains thereof.
<b>“we”, “us”, “our,” “Archigrafix”</b>	Archigrafix a business from Luis Santos enkeltpersonforetak registered in Norway with company number 997 226 275 and its registered address at Behrens gate 2 H0101, 0257 OSlo

**“you”, “your,”  
“End User”**

The person or body downloading the Content from the Website.

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## **2 Orders**

- 2.1** You must place an Order to request download of the Content from the Website by following the instructions on the Website for purchasing and downloading the Content.
- 2.2** Following completion of your Order we will automatically e-mail you with an order confirmation number and links for download of the Content. The links to download will be also accessible “MY DOWNLOADS” section of the website.

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## **3 Fees and Payment**

- 3.1** Upon submission of your Order, you will be required to provide payment details for payment of the relevant Fee(s). Payment is only accepted by us by via credit or debit card or such other electronic transfer methods notified on the Website.
- 3.2** All Fees will be payable in advance of download, and no download of a Content will be authorised by us until full payment of the relevant Fee(s) for download of the Content has been confirmed received by us.
- 3.3** We reserve the right to refuse to authorise any download of the Content to any person at any time at our sole discretion. In the event that any download is not authorised by us under this clause and the relevant download is not completed, any Fee that may have been paid to us for that download will be refunded to you.

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## **4 Licence**

- 4.1** In consideration of payment by you to us of the relevant Fee(s) in accordance with clause 3 of these terms and conditions, Archigrafix hereby grants to you a royalty free, non-exclusive, nontransferable licence to install and use the Content, with such license being limited to the Usage Rights.
- 4.2** Subject to the terms of this agreement, this agreement does not permit you to install and use the Content contained within your Order for any of the following purposes and you acknowledge and agree that you will not:
- 4.2.1** Use, copy, transfer, publish, sell, lend or distribute the Content and any related software or any part of them other than as set out in the Usage Rights;
- 4.2.2** Reverse engineer, decompile, disassemble, adapt, modify, merge or translate the Content or any related software save as the applicable law may provide otherwise;
- 4.2.3** Alter the Content in any way or form;
- 4.2.4** Modify the digital outlines of the Content in any way or form;
- 4.2.5** Re-name the Content and/or any related software;
- 4.2.6** Sell, distribute, give away for free or in any other way make the Content and/or any related software available to the public, including, but not being limited

to the making available of the Content/software by way of download;

- 4.2.7** Purport to sub-license the Content and/or any related software in any way or form;
- 4.2.8** Distribute the Content and/or any related software in any way or form as part of your design or as part of an identity programme including brand guidelines and other corporate design which stipulate use of Content and/or any related software; or
- 4.2.9** Embed the Content in a computer file for a third party to alter in any way or form including BIM models, Illustrator Models, Illustrator Templates, is a breach of this Agreement. Should you require the 'Embed Content' service then please contact us to purchase additional user licences.

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## **5 Cancellation**

- 5.1** If you are acting as consumer, you are granted a statutory fourteen (14) day cancellation period commencing on the completion of your Order during which you may cancel your Order. This clause 5 sets out and clarifies the operation of this cancellation period with regards to the download of Content from the Website.
- 5.2** You agree that the provision of the Content is a service, and that the Service will commence when you initiate the download of the Content from the Website. In the event that you initiate the download of the Content before the end of the fourteen (14) day cancellation period referred to in clause 5.1, your right to cancel the relevant Order will immediately expire and the Fee(s) paid to us for it will be non-refundable.
- 5.3** In the event that you do not download the Content and/or related software from the Website before the end of the fourteen (14) day cancellation period referred to above, you will not be entitled to cancel your Order.
- 5.4** Subject to the above terms and conditions (including, in particular, the loss of your right to cancel an Order where the download of the Content has been initiated), you may cancel your Order relating to the Content within fourteen (14) days of the placing of the Order. In order to request such cancellation please send an e-mail to [info@archigrafix.com](mailto:info@archigrafix.com) quoting your Order reference number. Upon receipt of such request for cancellation and verification by us that the relevant Content download has not been initiated, we will cancel the relevant Content download and refund the relevant Fee(s) to you. Any subsequent attempt to download the relevant Content.

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## **6 Provision of the Content**

- 6.1** You acknowledge and understand that the Content and any related software is provided on an "as is" basis. Archigrafix makes no warranties, express or implied, as to merchantability, fitness for a particular purpose, or otherwise. Archigrafix does not warrant that the operation of the Content or any related software will be uninterrupted or error free or that any errors can be corrected.
- 6.2** In no circumstances shall we be liable for any failure of any Content or related software to perform, resulting from a failure by you to comply with the minimum technical requirements relating to the running of the Content and related software set out on the Website.
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## **7** **Limitation of Liability**

- 7.1** You acknowledge that the following provision reflects a fair allocation of risk. This agreement sets out our entire liability to you and all other liability of us to you is hereby excluded, subject that nothing shall exclude or restrict our liability for fraudulent mis representation and/or for death or personal injury to the extent that such injury results from our negligence or wilful default.
- 7.2** You install and use each Content and related software at your own risk and in no event will we be liable to you whether in contract, tort, by statute or otherwise in respect of any loss or damage of any kind, subject to clause 7.1 above, including special, indirect, incidental or economic loss, loss of profits, business interruption, loss of business information, loss of goodwill or other consequential losses arising out of or in connection with any Content or related software or from errors or deficiencies in any Content or related software whether caused by negligence or otherwise, even if we are notified by you of the possibility of such damage in advance of the provision of the Content and the software.
- 7.3** You agree that our total liability under this agreement relating to each Content shall not exceed (death or personal injury excepted) the replacement cost of the Content and the software, including where such liability arises out of our negligence.
- 7.4** In the event of an error in the downloading of the Content and related software which materially detracts from that Content we will, on production by you of evidence satisfactory to us, at our discretion and where appropriate:
- 7.4.1** Authorise download of a second copy of the relevant Content or the relevant parts of that Content to rectify the error;
- 7.4.2** Sent the Content by an alternative delivery system, such as Dropbox or Filemail.

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## **8** **Intellectual Property Rights**

You acknowledge and understand that all Intellectual Property Rights in Content and related software, including any modification, adaptation, update, upgrade or improvement of the same, any trade mark used in relation to the Content or Archigrafix belong to and vest absolutely in Archigrafix and nothing in this agreement or otherwise shall vest any such Intellectual Property Rights in the End User. All such Intellectual Property Rights of Archigrafix are hereby reserved.

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## **9** **Data Protection and Privacy**

You agree to the reasonable processing of your Personal Data by us for the purposes of providing the Service to you. In processing Personal Data, we will comply with all relevant legislation.

## **10** **Restrictions of the Internet**

- 10.1** You acknowledge that:
- 10.1.1** We have no control over the Internet which is a global decentralised network of computer systems. Access to the Website for downloading Content will not be error free or uninterrupted and may be very variable; and
- 10.1.2** That information, software and other material accessible over the Internet via the

Website may contain viruses, worms, Trojan horses, cancelbots, or other harmful and destructive components. We are not liable and will not be liable for any direct, indirect, incidental or other loss or damages which result or may result from your access to or use of the Internet.

- 10.2** The Website is maintained by our hosting service providers. Every effort is made to ensure the continuity of the Website, but some occasional technical downtime beyond our control and/or the control of our hosting service provider may occur. Such downtime may prevent downloads being available via the Website or cause errors or delays in downloads for the duration of the down time. We will not be liable for any delays or errors resulting from a cause beyond our control and/or that of our hosting provider including, for the avoidance of doubt, hosting server downtime.

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**11 Terms and Conditions of Website Use**

Terms and Conditions of Website Use as set out and accessible via the Website are incorporated into these terms and conditions. In the event of any conflict between the Terms and Conditions of Website Use and these terms and conditions, the provisions of these terms and conditions shall prevail.

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**12 Term and Termination of Licence**

- 12.1** This agreement will continue indefinitely, but will terminate immediately and automatically if you fail to comply with any of the terms and conditions set out in this agreement.
- 12.2** In the event that this agreement is terminated in accordance with clause 12.1, you agree that you will destroy and erase the Content, including any related software, and all and any copies of the same in your possession or control and stored on the any medium whatsoever, and on our request, you will certify in writing that you have done so.

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**13 General**

- 13.1** You shall not assign, sub-licence or otherwise deal with this agreement, in whole or in part, without our written consent. We may assign our rights or obligations under these terms and conditions at anytime.
- 13.2** If any provision of this agreement is declared void, illegal, or unenforceable, the remaining terms of this agreement will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.
- 13.3** Any failure by any party to this agreement to enforce at any time any term or condition under this agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this agreement.
- 13.4** This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it.
- 13.5** If you have a problem with the Content or download thereof please contact us

by e-mailing us on: info@archigrafix.com.

**13.6**

All other questions, comments or enquiries should be directed by email to:  
info@archigrafix.com. or by post to:  
Archigrafix  
Behrengate 2, H0101  
0257 Oslo  
Norway

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**14**

### **Governing Law**

This agreement is governed by Norwegian Law and the parties will submit to the exclusive jurisdiction of the Norwegian Courts.