

Baetes Technologies AB

Terms & Conditions of Service

General

Baetes Technologies AB, a company registered at Box 92138, 120 08 Stockholm, Sweden, with the Swedish company organizational number (Org. nr 559075-6483) (“we” and “us”), owns and operates the Baetes Platform and Technical Solutions, which allows customers (“you”) to:

1. Publish 3D models of products,
2. Share and embed 3D models on websites using the 3D Viewer / Configurator,
3. Showcase products in augmented reality (AR) using the webapp or one of the AR formats available,

and use any additional Baetes Platform features (“Service”) that are available at any given time according to the prices and service plans that are provided to you as our client.

In addition, Baetes can provide additional 3D creation services (“3D Creation Service”) where Baetes creates a 3D model of your product(s) to a separately agreed price.

By using the Services or the 3D Creation Service, you accept the terms and conditions set out in these Terms & Conditions of Service Agreement.

Use of Service

We provide you a non-exclusive right to use the Service for commercial purposes. The Service is described in the service descriptions available at our website from time to time.

We will make our best effort to keep the Service available on 24/7/365 basis. However, we make no warranties and hereby disclaim any liability in respect of the availability or functioning of the Service. We may suspend access to the Service at any time for reasons relating to data protection, service maintenance or development, service misuse or similar valid reasons.

Please keep your user credentials in good safe. You are responsible for any use of the Service through your user credentials.

Subscription period, service fees and payments

We offer both monthly and annual subscriptions for the Service. You can manage your subscription by contacting legal@baetes.com.

The applicable service fee will be due and payable at the beginning of each subscription period. The price of the Service depend on the selected service plan. All prices shown exclude VAT, which will be added to the invoiced amounts if relevant.

If you wish to purchase additional services from Baetes or if you exceed the limits related to a chosen service plan, we are entitled to charge you for these additional services (or an additional service tier) in accordance with the price list.

Intellectual Property Rights

We grant you a limited, non-exclusive, non-sub-licensable and non-transferrable license to use the Service as it is provided to you, as set forth in these Terms & Conditions of Service Agreement.

Personal data

We process personal data of our customers in accordance with our Privacy Policy. We do not read, use or store any data from websites embedding the 3D Viewer without explicit authorization of the website owner. You and the website owner are liable for your websites and their collection and processing of personal data.

Confidentiality

We will keep all your confidential information confidential. Confidential information means any non-public information that is provided to us in connection with your use of the Service or the 3D Creation Service, including your CAD-files.

We will use confidential information only for the purposes of providing the Service and confidential information shall not be disclosed to third parties unless and to the extent necessary for the purposes of delivering the Service. In all cases we shall ensure that such third parties are subject to appropriate confidentiality obligations in respect of your confidential information.

Term and termination

You have the right to use the Service for the applicable subscription period. However, we may terminate your user account and the right to use the Service with or without a notice, if we believe that your use of the Service violates these Terms & Conditions of Service Agreement.

Limitation of liability

The Service is provided on “as is” and “as available” basis and we disclaim any liability for its functioning or uninterrupted availability. We are not liable for any indirect or consequential damages. We are not liable for any limitations or omissions of services and will therefore not accept any form of refund whatsoever under any circumstances.

Governing law

These Terms & Conditions of Service Agreement shall be governed by the laws of Sweden without regard to its principles on conflict of laws. All disputes regarding these Terms & Conditions of Service Agreement or the Services shall, at first place, be solved in good faith negotiations between you and us. If a resolution is not reached through these negotiations, the dispute shall be finally settled in arbitration in accordance with the arbitration rules of the Swedish Chamber of Commerce. The number of arbitrators is one and the seat of arbitration is Stockholm. The language used in the arbitration proceeding shall be English.

Miscellaneous

If any provision of these Terms & Conditions of Service Agreement is found invalid or unenforceable by a competent court, the remaining part of the Terms & Conditions of Service Agreement will remain in full force and effect.

We may update and amend these Terms & Conditions of Service Agreement from time to time. We will inform you of any material changes but encourage you to review these Terms & Conditions of Service Agreement regularly. The latest version of these Terms & Conditions of Service Agreement is available by contacting us at legal@baetes.com.

These Terms & Conditions of Service were last updated on October 4th 2023.