

License and Terms of Service

THIS LICENSE AND TERMS OF SERVICE CONSTITUTE AN AGREEMENT BETWEEN YOU ("YOU") AND VIIN GmbH ("VIIN"), WHICH IS THE OWNER AND OPERATOR OF THE "PLANTVIEW" APPLICATION AND THE ASSOCIATED WEBSITE AND SERVICE. THIS AGREEMENT SHALL GOVERN YOUR USE OF THE APPLICATION AND SITE. BY USING ANY OF THE SERVICES PROVIDED BY THE APPLICATION OR THE SITE OR BY REGISTERING WITH EITHER, YOU SIGNIFY THAT YOU AGREE TO THIS LICENSE AND TERMS OF SERVICE, INCLUDING YOUR AGREEMENT TO RECEIVE NOTICES FROM AND OTHERWISE TRANSACT WITH VIIN ELECTRONICALLY. YOU FURTHER AGREE THAT YOU CONSENT TO THE INFORMATION PRACTICES DISCLOSED IN THE PLANTVIEW PRIVACY POLICY (THE "PRIVACY POLICY"), WHICH IS INCORPORATED HEREIN. PLEASE NOTE THAT, AS MORE FULLY PROVIDED BELOW, VIIN OFFERS THE APPLICATION AND THE SITE "AS IS" AND WITHOUT ANY WARRANTIES.

1. Scope of the treaty

The following Terms of Use are valid for all works, services and performances rendered by VIIN GmbH which are provided to users (free or for payment) and are related to Plantview ('Plantview'). Contrary Terms of Use are invalid unless VIIN has declared a written acceptance.

2. Type of business

VIIN offers Plantview and all herein related services only under the validity of these Terms of Use. Plantview supports the exchange of information and the work in groups regardless of subject, time or location of those concerned.

Plantview is an intuitive platform for visually organizing, viewing and sharing documents. To conduct this type of work, Plantview offers to establish and work with accounts, which are individually created by the user. In detail Plantview offers the following possibilities:

- To create, edit and clone projects
- To manage multiple projects
- To export projects
- To sync data through any own storage (FTP, FTPS, SFTP, DROPBOX)
- To create free accounts
- To share projects
- To change project ownership
- To support for Truviews, Jetstream (jsv), pdf, images (jpg, png), panoramas, dgn, rcs, rcp, dwg, nwd, nwc, wmv, mov, mp4, mpeg, avi, 3gp, doc, docx, xls, xlsx, ppt, pptx, odt, ods, odp, txt, rtf, zip, rar, 7z files

Plantview can work in the following modes:

online mode	you can access remote Plantview Administration and API services using Plantview; this requires an internet connection
offline mode	you can use Plantview locally on your computer without connecting to Plantview services; this does not require an internet connection

Plantview works using data and meta data:

Term	Meaning	Location
data	Truviews, Jetstream (jsv), pdf, images (jpg, png), panoramas, dgn, rcs, rcp, dwg, nwd, nwc, wmv, mov, mp4, mpeg, avi, 3gp, doc, docx, xls, xlsx, ppt, pptx, odt, ods, odp, txt, rtf, zip, rar, 7z files	saved to customer's computers, servers or storage
meta data	user data (usernames, encrypted passwords) account data project structure data	stored to our server and synced to the customer's Plantview accounts

3. Right to use / Prices

The use of Plantview and the establishment of accounts hereunder is principally permitted to every account. VIIN differentiates between free of charge and paid use.

	Evaluation	View	One	10	100
Paid use	free	free	yes ¹	yes ¹	yes ¹
Period of use	30 days ⁴	unlimited	365 days ¹	365 days ¹	365 days ¹
Create free Accounts	yes	no	yes	yes	yes
Create Accounts	no	no	no	9	99
Account users (managers and collaborators)	unlimited	unlimited	unlimited	unlimited	unlimited
Create, edit and clone projects	yes	no	yes	yes	yes
View shared projects	yes	yes	yes	yes	yes
Edit shared projects	no	no	yes ²	yes ²	yes ²
Can Share projects	yes	no	yes	yes	yes
Can change ownership of projects	no	no	yes	yes	yes
Can receive projects	no	no	yes	yes	yes
Export projects	yes ³	yes ³	yes ³	yes ³	yes ³
Sync data through any storage	yes	yes	yes	yes	yes

¹ billing period 1 year (365 days)

² under owner's project permission

³ projects must be owned and not shared

⁴ after 30 days it switches at View free account

Plantview is available directly after the account has been founded/licensed.

The billing period starts the day the account is licensed. The account founder, who has to fill out the application form before using Plantview, is the contract partner and responsible for the account, all of its acts and the observance of these Terms of Use. By sending off the registration, the contract comes into force as long as VIIN does not reject it within 3 working days; furthermore, the account founders clarify that the account recognizes these trading conditions.

3.1. Evaluation expiration policy

If the evaluation period expires, the system will switch the account in View license. Also:

- all project meta data will go from edit mode to save mode
- all outgoing shares will be removed

The customer can:

- sync or export all meta data to its local Plantview and use it in offline mode
- Request that VIIN deletes and removes completely any instances related to the account

3.2. Billing expiration policy

After billing expiration, you have 30 days to decide by contacting VIIN:

- to remain at the same package
- to upgrade the package
- to downgrade the package
- to completely delete your account

By the end of this 30 days VIIN will deactivate your account and all accounts created by you at any time. After 6 months VIIN can delete all your accounts and data.

The right to change of fees remains reserved.

3.3. Upgrade policy

Accounts can be upgraded to the next available package at any time. A discount equal to the year price for the existing package will be applied.

3.4. Downgrade policy

Accounts can be downgraded at any package after the end of the existing year. Accounts created by 10 and 100 packages in case of downgrade they must respect limits of the new package.

3.5. Enterprise package

For customizing the enterprise package please contact VIIN.

4. Manner of use

Use and spread of any material in violation of German law, especially criminal law and/or the sending any material which violates the law of the respective recipient country is prohibited. Consequence of any offense to this rule is the immediate exclusion of the account and loss of all data without any prior announcement.

VIIN reserves the right to exclude accounts and erase all its data without announcement. VIIN reserves the right to claim damages incurred.

Every account binds itself to comply with VIIN's copyright and to take care that it will not be violated by the account users. Every account is obliged to refrain from copying, assigning or spreading in any other way software or any other copyright protected material made available by VIIN.

The applicant agrees to exempt VIIN from all demands for payment of damages against VIIN which are raised by third parties due to damages by an account in connection with the use of Plantview.

5. Availability / Warranty / Liability

VIIN runs Plantview with the care and reliability required. It endeavours to offer the uninterrupted availability of Plantview. Nevertheless, the user recognizes that because of technical reasons, e.g. disturbance of the telecommunications nets, it is not possible to guarantee constant availability. Temporary disturbances and lack of access do not give users a right to claim for warranty or exceptional termination because of important matters. In addition to that VIIN reserves the right to temporary unavailability of Plantview particularly in the following cases:

- installation of software upgrades and removal of technical interferences
- reorganization/qualification of the Plantview use possibilities as listed in clause 2. of these Terms of Use
- reorganization/qualification of the use authorization criteria listed in clause 3. of these Terms of Use

In case of permanent access restriction, the right to reduce the fees or to terminate the contract due to extraordinary matters is only valid if the restriction endangers important rights and duties according to §9 of the German AGBG on Terms of Use.

VIIN is liable only for damages caused by gross negligence or by intention. In particular, VIIN is not liable in the case of data loss, abuse or any other disturbance caused by sources out of Plantview, e.g. the Internet, telecommunications nets or other sources which are not within VIIN's scope of influence.

In case of gross negligent damages by/to single user or account, compensation for direct and/or indirect consequential damage including lost profits is excluded.

6. Revocation / Termination

Every applicant of an account has the right to revoke his application within two weeks after sending the application; Independent from the date of application, the right to revoke expires after the applicant has paid the fees and VIIN has made Plantview available. Due and proper notice is excluded.

7. Place of fulfilment / Applicable law / Jurisdiction

Place of fulfilment is Berlin/Germany. Only German law is applicable to every conflict directly or indirectly regarding the use of Plantview. Local jurisdiction is Berlin/Germany.

8. Privacy - Security

For the Plantview services the manufacturer VIIN GmbH ("VIIN") utilizes some of the most advanced technology for internet security available today.

All accounts and individual logins/accounts are kept separated at all times. Secure Socket Layer (SSL) technology protects your information using both server authentication and data encryption, ensuring that your data is safe, secure, and available only to registered users. VIIN provides each user with a unique user name and password for each of his account memberships. All passwords are secret, only known to the user himself. Only he can successfully request his login, because it is sent to his email account only. Both for users and outside intruders it is technically not possible to access an account that they are not assigned to as members, if they don't know the proper login.

Plantview automatically logs all activities regarding a project.

Access to the back end of Plantview servers with customer data is limited to a chosen group of long-term employees of VIIN. We do not employ third party technicians or developers to do works on customer systems. Each activity of our technicians is also logged and monitored by VIIN's senior management.

All data is secured each day in a separate backup. All Plantview servers have mirrored discs (Raid 1) with the exact same data on it. Should one disc fail, the other one takes over immediately. All servers are located in a high-security data centre in Germany.

The centre is secured against all kinds of natural disaster, power outages and unauthorized intruders from the outside.

- Redundant technology guarantees highest reliability.
- Complex security measures ensure data security according to German standards.
- Fully air-conditioned safety server rooms providing security from gas, water and fire hazards.
- USV protection through emergency diesel generators and lead free batteries.
- Multiple redundant external connections with over 360 Gbit/s ensure fast access times.
- Almost 100% server availability.

9. Miscellaneous

You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Service. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions will remain in full force and effect. VIIN's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by VIIN in writing. VIIN may post changes to this Agreement, and any such changes will be applicable to all subsequent access to or use of the Application and Service. Your rights hereunder may not be assigned or transferred to any third party. This Agreement, including the Privacy Policy, constitutes the entire agreement between you and VIIN and supersedes all prior agreements, representations, and understandings between the parties regarding the subject matter contained herein. Notwithstanding any other provision of this Agreement, VIIN may change, suspend, add, or remove terms and conditions of this Agreement, or cease, change, suspend, add to, or remove the Service, Application or Site, or any portion of the Service, Application, or Site, at any time. If any future changes are unacceptable to you, you should discontinue using the Service, Application or Site. Your continued use of the Service, Application, or Site following the posting of notice of any such changes to a VIIN web site will indicate your acceptance of the then current Agreement, and of any such changes. In no event will VIIN have any liability as a result of making these changes.

24th July 2017