

Imagin3D™ - Terms and Conditions

THESE TERMS AND CONDITIONS DESCRIBE THE AGREEMENT GOVERNING THE USER'S ACCESS TO AND USE OF THE 3D DESIGN SOFTWARE PLATFORM KNOWN AS:

Imagin3D™

THE USER MUST CAREFULLY READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING "ACCEPT," OR ACCESSING OR USING THE PLATFORM OR RECEIVING THE BENEFIT OF THE SERVICES.

BY ACCESSING OR USING THE PLATFORM OR RECEIVING THE SERVICES, YOU, THE USER, CONFIRM THAT YOU HAVE READ AND ACCEPTED THIS AGREEMENT IN ITS ENTIRETY.

REECE'S PROVISION OF ACCESS TO THE PLATFORM AND THE PERFORMANCE OF ANY SERVICES IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND CONDITIONAL ON THE USER'S CONSENT TO THIS AGREEMENT.

1 Introduction

1.1 The Platform is made available by Reece New Zealand Limited (NZBN 9429035306306).

1.2 You can contact Reece at:

Email:	online.support@reece.co.nz
Phone:	+61 3 9274 0000

2 Definitions

2.1 In these Terms and Conditions:

Agreement means these Terms and Conditions.

Platform means the cloud-based and hosted 3D design software application which enables the User to input User Data and enjoy three dimensional design functionality and benefit from corresponding information processing to receive Platform Outputs. The Platform is commercially promoted using the name Imagin3D™.

Platform Outputs means the data, information or material provided to the User and arising from the functionality of the Platform, including (without limitation) a plan, diagram, product recommendation, specification or image.

Reece, we means Reece New Zealand Limited (NZBN 9429035306303).

User, you means the person or entity accessing and/or using the Platform.

User Data means any data, information, measurements, dimensions, models, or material received by the Platform from the User in the course of the User accessing or using the Platform.

3 Access to the Platform

3.1 A User may access and use the Platform for its intended purpose provided that they comply with the terms of this Agreement. The Platform is intended as a guide to assist

- the User in decision-making only, but the Platform is not an expert or authoritative system.
- 3.2 It is not necessary for the User to have an online account with Reece in order to use the Platform. However, if you do not log in with a Reece account when you use the Platform, then Platform Outputs will not be saved when you exit the Platform.
- 3.3 A User who has an account with Reece can use the Platform if they are logged in to their Reece account and in that case:
- (a) the Platform Outputs will be associated with that account; and
 - (b) the Platform Outputs will be saved on the Platform and will be accessible by the User while they maintain an account with Reece and subject to clause 9.
- 3.4 Reece does not guarantee 100% uptime for the Platform. Reece reserves the right to perform maintenance and upgrades at its discretion and without notice.
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4 Account Details; Security

- 4.1 The User warrants that all information provided by the User to Reece in relation to establishment of the User's account is true and correct.
- 4.2 The User is responsible for protecting and maintaining the security of the User's login details (if they have an account with Reece).
- 4.3 Sharing of login details is prohibited. The User agrees that their login details must not be shared or used by more than one entity.
- 4.4 The User must notify Reece immediately if there is any unauthorised use of the User's account or login details.
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5 Third-Party Links

- 5.1 The Platform may include links to third party websites which may include trade marks, content, goods or services offered to the User by third-parties. Unless expressly stated to the contrary, any such materials, content, goods or services are not associated with or affiliated with Reece except (if at all) on arms length business terms.
- 5.2 Reece is not responsible and does not have any liability to the User for:
- (a) a third party website and/or any third-party materials, content, goods or services which are offered to the User when they access that third party website; and
 - (b) any expense or damage the User may incur if they purchase or use any third party materials, goods, services or content or if they transact through any third-party website.
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6 Pricing

- 6.1 Reece grants permission to the User to utilise the normal functionality of the Platform for its intended purpose free of charge, provided that they comply with the terms of this Agreement.
- 6.2 Reece reserves the right to change the pricing structure at any time for any reason.
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7 Prohibited Conduct

- 7.1 The User must not do or permit anything to be done in respect of the Platform which is not expressly permitted by this Agreement. Without limiting the preceding sentence, the User must not commercially exploit the Platform (including by making Platform

Outputs available to any third party for a fee or other consideration).

7.2 When using or accessing the Platform, the User must not:

- (a) use a false email address, impersonate others, or misrepresent their affiliation with others;
- (b) attempt to gain unauthorised access to computer systems or content through the Platform;
- (c) attempt to or actually interrupt, negatively impact or alter the Platform or Reece's business operations in any way or do any act which could harm the reputation of Reece;
- (d) use the Platform in a way that violates applicable law, that violates the privacy, intellectual property or other rights of Reece or a third party, or that is fraudulent, obscene, unprofessional, offensive, misleading, illegal or defamatory;
- (e) engage in unauthorized copying, adapting, reverse engineering, decompiling, disassembling, or modification of any information or materials including the Platform and any third party proprietary data;
- (f) modify or create derivative works of the Platform or any associated documentation, in whole or in part;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or make available the Platform to a third party; or
- (h) remove any copyright notice, trademark credit, confidentiality notice, mark, legend or other information included in the Platform.

8 Intellectual Property

- 8.1 All right, title, and interest in and to the intellectual property rights subsisting in the Platform (as between Reece and the User) remains with Reece or its licensors. Subject to the limited access granted to the User in clause 3 above, no right or licence to reproduce or otherwise use such intellectual property is granted to the User by these Terms and Conditions. For the avoidance of doubt, nothing in this agreement grants, to the User or to any third party any intellectual property rights or other right, title, or interest in or to the Platform whether by implication, waiver, estoppel, or otherwise.
- 8.2 The User warrants to Reece that it owns or has all of the necessary legal and intellectual property rights to upload User Data to the Platform and to grant the licence in clause 8.3.
- 8.3 No intellectual property rights which may subsist in the User Data are transferred to Reece by this agreement. The User grants to Reece a licence to use and process the User Data in accordance with the normal functionality of the Platform (including the provision of Platform Outputs).
- 8.4 The User owns the intellectual property rights in Platform Outputs which are derived from their use of the Platform in conjunction with their User Data.
- 8.5 The User grants to Reece a perpetual irrevocable, fully paid up, sub-licensable and assignable licence to use the Platform Outputs for the purpose of improving the operation of the Platform and for the promotional purposes related to the Platform or Reece's business. Any use of Platform Outputs for a promotional purpose will not reveal any personal information which identifies the User.
- 8.6 Except to the extent any data is User Data, Platform Outputs or data which is owned by a third party (in accordance with the terms of any agreement between Reece and that third party), Reece retains exclusive ownership of all data derived or created in the

course of the operation of the Platform, including data about how you use the Platform.

9 Retention of Data

- 9.1 Reece has no obligation to retain or store User Data or Platform Outputs for any specific transaction or purpose. The Platform is not intended to provide data storage capability to the User.
 - 9.2 Reece may permanently delete any User Data and Platform Outputs from the Platform at any time and without notice to the User.
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10 Privacy

- 10.1 Reece collects and uses personal information in accordance with our privacy policy, a copy which is available at <https://www.reece.com.au/privacy>. Reece will not share your Personal Information with a third party unless your specific consent has been obtained or otherwise in accordance with applicable laws.
 - 10.2 The User represents and warrants that, if User Data includes Personal Information, then the User has obtained all rights and permissions legally required in order for User to grant Reece the right to use and process that User Data in the manner contemplated by this Agreement.
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11 Accuracy and Compatibility Limitations

- 11.1 The Platform is intended as a guide to assist the User in decision-making only, but the Platform is not an expert or authoritative system.
 - 11.2 The Platform is not a professional tool for use in critical applications or where money, property or human welfare is at risk. **The Platform and the Platform Outputs are not intended as design or product advice for the benefit of the User.** Accuracy and reliability of the Platform Outputs is not guaranteed and may be dependent on the accuracy of User Data. Reece does not guarantee that the Platform will detect errors or that Platform Outputs will be error free.
 - 11.3 The User is solely responsible to implement its own error check and verification measures with respect to both User Data and Platform Outputs. **The User must ensure that all Platform Outputs including dimensions and compatibility and suitability of products are independently checked and verified prior to using or relying upon Platform Outputs for any purpose.**
 - 11.4 Without limitation of any other disclaimer in these Terms and Conditions, Reece is not responsible and hereby disclaims all liability for an error, inaccuracy or inconsistency which is attributable, in whole or in part, to the functionality of the Platform, User Data or Platform Outputs.
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12 Termination

- 12.1 Access to the Platform is offered by Reece as a free service and therefore Reece reserves the absolute discretion to terminate this Agreement and/or terminate, suspend or restrict a User's access to the Platform at any time and without notice.
 - 12.2 If terminated or suspended, the User will be unable to access and use the Platform.
 - 12.3 These Terms and Conditions survive termination of the Agreement.
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13 Limitation of Liability

- 13.1 You acknowledge that:
- (a) you have not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by us in relation to the Platform or the Platform Outputs; and
 - (b) you have not made known to Reece, either expressly or by implication, any purpose for which you require the Platform or the Platform Outputs; and
 - (c) you have the sole responsibility of satisfying yourself that the Platform Outputs are suitable for your use.
- 13.2 The Platform and Platform Outputs are provided “as is” and Reece hereby disclaims all implied warranties, terms, conditions and guarantees whether statutory, or otherwise, to the extent permissible by law.
- 13.3 To the extent permissible by law Reece does not warrant that the Platform or Platform Outputs or the use thereof, will meet a User’s requirements, operate without interruption, achieve any intended result, be compatible or work with any package, service or product, or be secure, timely, accurate, or error free.
- 13.4 Reece’s liability to the User in respect of any claim made by the User arising out of the provisions of the Platform is limited, at the option of Reece, to the provision of the Platform again or paying to provide access to the Platform again.
- 13.5 Reece is not liable for any loss of profits, loss of data, loss of revenue, loss of business opportunity or other head of damage commonly described as being indirect, incidental, consequential or punitive arising from the provision of the Platform and Platform Outputs to the User.
- 13.6 User is solely responsible to implement its own error check and verification measures with respect to both User Data and Platform Outputs. **The User must ensure that all Platform Outputs including dimensions and compatibility and suitability of products are independently checked and verified prior to using or relying upon Platform Outputs for any purpose.**
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14 User’s Indemnity

- 14.1 The User indemnifies Reece, its affiliated companies, officers, directors, and employees (“those indemnified”) against all loss (including costs, expenses, damages and liability, whether actual or prospective) incurred or likely to be incurred as a result of:
- (a) Reece’s collection, use, disclosure, storage or other involvement with User Data and any other information relevant to User’s relationship with Reece under this Agreement; and
 - (b) any loss (including legal costs and expenses and liability) incurred or suffered by any of those indemnified arising from any claim against those indemnified where such loss or liability was caused by a breach of this Agreement by the User or any wilful, unlawful or negligent act or omission of User.
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15 Amendments

- 15.1 The Reece reserves the right, at its sole discretion, to modify or replace any part of these Terms and Conditions.
- 15.2 It is User’s responsibility to check the Platform for changes to the Terms and Conditions prior to any transaction.
- 15.3 If the User accesses the Platform and uses the Platform after a notified change to these

Terms and Conditions, it will be deemed to accept the changes.

- 15.4 The Reece may offer new features, functionality or services through the Platform. Such new features and functionality, if offered, are offered subject to these Terms and Conditions.

16 General

- 16.1 These Terms and Conditions are the entire agreement between Reece and User with respect to the provision and use of the Platform.
- 16.2 All prior representations and understandings, whether written or oral, are excluded.
- 16.3 The User must comply with all policies and procedures as published by Reece on Reece's website or the Platform from time to time.
- 16.4 Acceptance of these Terms and Conditions can only be full. Any purported alteration of the Terms and Conditions by the User is not binding on Reece.
- 16.5 If any provision of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, all the remaining provisions nevertheless continue in full force and effect.
- 16.6 These Terms and Conditions are governed by and construed in accordance with the laws applicable in the state of Victoria, Australia.
- 16.7 Reece and the User agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia