

PIX4D CUSTOMERS GENERAL TERMS AND CONDITIONS

This is an agreement between You and Pix4D SA or its Affiliates ("**Pix4D**") and, together with any supplemental terms and conditions as case may be (collectively, the "**General Terms**"), applies to Your Account, Your purchase transactions, Your Subscriptions and our Offerings.

"**You**" or "**Your**" means you personally (i.e. the individual who reads and agrees to be bound by the General Terms) and, if you act on behalf of a corporation or other legal entity, collectively, you and such corporation or other legal entity on whose behalf you register for an Account, purchase transactions, subscribe for and/or select our Offerings.

Any capitalized terms used throughout of the General Terms are defined terms. The definitions can be found in the main body of the General Terms and/or in Section 22.

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1. ACCEPTANCE OF TERMS

- 1.1 By accepting the General Terms during Your Account registration, by purchasing or subscribing to our Offerings, or by accessing and using our Offerings, You are agreeing to be bound by the terms and conditions set forth in the General Terms.
- 1.2 If You are acting on behalf of a company or other legal entity (for instance, as an employee or a contractor), You agree to the General Terms on their behalf. You represent and warrant that You have the right, power and authority to act on behalf and bind such entity.
- 1.3 **IF YOU DO NOT AGREE TO THE GENERAL TERMS, OR IF YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF THE ENTITY ENTERING INTO THE GENERAL TERMS, DO NOT CREATE AN ACCOUNT, PURCHASE, SUBSCRIBE TO, ACCESS OR USE OUR OFFERINGS.**
- 1.4 Pix4D reserves the right to modify or revise the General Terms at any time and without notice. Your continue use of the Account or of the Offerings after such changes will indicate Your acceptance of such changes. Please remember to regularly consult this page in order to take note of any changes or amendments that may have been made to the General Terms. The version published on the Website at the relevant time applies between You and us.

2. GENERAL

- 2.1. The General Terms govern the registration and use of the Account, as well as the offering, sale, subscription and delivery of the

Offerings from or on behalf of Pix4D and/or one of its Affiliates to You. Offerings ordered from other sale channels, such as an authorized reseller, distributor or systems integrator may be subject to additional terms and conditions set by such sale channel. Please note that the access and use of any of Pix4D's Offerings is subject to the [End-User License Agreement](#) (the "EULA").

- 2.2. Depending on the circumstances, You may have additional agreements signed directly with Pix4D that supplement or amend the General Terms (e.g. an enterprise terms and conditions) (the "**Additional Agreements**"). In addition, Offerings may be subject to special terms (the "**Special Terms**"). Special Terms may apply to a particular Offering (e.g. crane cameras) or to a particular category of user (e.g. students). Special Terms are available at <https://www.pix4d.com/terms-and-policies>. You agree to the Special Terms, if any, for an Offering that You purchase, subscribe to, obtain, access or use. IF YOU DO NOT AGREE TO ALL SUCH SPECIAL TERMS, YOU MAY NOT PURCHASE, SUBSCRIBE TO, OBTAIN, ACCESS OR USE THE RELATED OFFERINGS.
- 2.3. In case of conflict between the General Terms and any Additional Agreement(s) or Special Terms, the Additional Agreement(s) or Special Terms shall prevail in relation to their subject matter. If there is a conflict between the Additional Agreement(s) and the Special Terms, the Additional Agreement will prevail in relation to its subject matter. Any arrangement with respect to an Offering is expressly conditioned on Your agreement to the General Terms and any other applicable terms and conditions.
- 2.4. PIX4D EXPLICITLY REJECTS THE APPLICABILITY OF ANY OF YOUR GENERAL TERMS AND CONDITIONS. Failure by Pix4D to object to the terms and conditions set by You shall in no event be construed as an acceptance of any of Your terms and conditions.
- 2.5. Any electronic communication between Pix4D and You shall be effective as originals and shall be considered to be a "writing". The electronic communication system used by Pix4D will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

3. ACCOUNT REGISTRATION

- 3.1. To purchase, subscribe to or otherwise obtain our Offerings, You need an Account. You can register for an Account at <https://account.pix4d.com/signup>.
- 3.2. You are responsible for anyone who obtains, accesses or uses any Offering through You or Your Account (including Your Authorized Users). This means (among other things) that You are responsible for Your Authorized Users' compliance with the General Terms, including their use of their individual Accounts, as though each of the Authorized Users is You. In certain cases, Your Authorized Users may be required to set up individual Accounts and accept the General Terms in order to obtain, access or use Offerings, but that requirement does not affect Your responsibility for Your Authorized Users.
- 3.3. Upon registration, You must provide Pix4D with accurate and complete registration information. You are sole responsible for the accuracy and completeness of the information provided to Pix4D. As the case may be, You shall inform Pix4D of any modification of Your data by updating Your profile. Pix4D is entitled to rely on any information You provide to it.
- 3.4. Upon registration, You shall indicate a valid email address to which all communications related to Your Orders or Subscriptions will be sent. Any communication sent to You by email shall be deemed received by You at the actual date and time of receipt, but at the latest 24 hours after being sent by Pix4D. It is Your responsibility to maintain the aforementioned address and to read the emails sent by Pix4D. You shall also configure – and regularly check – Your "spam" folder for emails sent by Pix4D.
- 3.5. Upon registration, You choose or shall be attributed, in case of reset, a password which allows You to order or to use other features of the Website and the Cloud Platform. This password is strictly confidential. It shall in no case be disclosed to third parties. You shall be sole responsible for the use, safeguard, and security level of Your password, which may be changed online at any time. Please note that You are responsible for any Order or Subscription made, even without Your knowledge, with Your password. You shall contact Pix4D immediately upon knowing or suspecting that a third party accessed Your password.
- 3.6. Your Account is designed to provide a place for You to access and manage Your account information, Your Orders and Subscriptions. Through Your Account, You will obtain rights to download, install, access and use the Offerings. Your Account is designed to be accessible virtually anywhere, anytime via the web at <https://cloud.pix4d.com/login> or at other successor or alternative Pix4D websites.

4. ORDERING - PURCHASE

- 4.1. You may purchase our Offerings by placing an order with Pix4D (each, an "**Order**") either (a) through the Website ("**Online Orders**") or (b) by email at sales@pix4d.com ("**Direct Orders**"). Descriptions of our Offerings can be found at <https://www.pix4d.com/terms-and-policies/offerings>.
- 4.2. By clicking on the confirmation button (i.e. "Buy Now" or the like) in our online store (<https://cloud.pix4d.com/store/>) (the "**Store**"), You are placing an Online Order. This constitutes a binding and irrevocable offer to Pix4D to purchase the selected Offerings. By doing so, You acknowledge having read, understood and unreservedly agreed with the General Terms.
- 4.3. By returning to Pix4D the Quotation duly signed by You, You are placing a Direct Order. This constitutes a binding and irrevocable offer to Pix4D to purchase the selected Offerings. By doing so, You acknowledge having read, understood and unreservedly agreed with the General Terms.
- 4.4. All Orders must be pre-paid and shall be deemed placed only upon receipt, by Pix4D, of the full price of the Offerings, including any applicable Taxes (as per Section 6.3).
- 4.5. The data recorded by Pix4D shall constitute final proof of Orders placed by You. Likewise, the data recorded by third party payment service providers shall constitute final proof of payment of the purchase price.
- 4.6. All Orders placed by You are not binding on Pix4D until accepted by Pix4D in writing (the "**Order Confirmation**"). Pix4D shall be entitled to refuse a non-confirmed Order without indicating the reasons. Reasons for refusal may include previously failed

payments, growing backlog or negative payment history, incomplete or incorrect Order details (such as missing email, missing billing address or pricing or Offerings description errors) or ineligibility according to Order criteria (e.g. entitlement to upgrade to purchase certain Offerings may be restricted to particular users or purposes).

- 4.7. The Order Confirmation shall specify the Offerings to be supplied by Pix4D, the duration of Your License, together with, as the case may be, the Documentation, any Additional Agreements and/or Special Terms.
- 4.8. Changes to any Order Confirmation always require written confirmation by Pix4D in order to become valid. Pix4D may agree in writing to the cancellation or alteration of an Order Confirmation at its sole discretion. The costs arising from the cancellation or alteration thereof will be exclusively borne by You.

5. SUBSCRIPTION

- 5.1. You may subscribe to our Offerings by selecting any of the various subscription options provided in our online store (<https://cloud.pix4d.com/store/>) (the "**Subscription**"). Descriptions of the Subscriptions can be found at <https://www.pix4d.com/terms-and-policies/offerings>. Pix4D reserves the right to vary the content, duration and types of Subscriptions that it makes available to its subscribers at any time.
- 5.2. By clicking on the confirmation button (i.e. "Subscribe" or the like) in the Store, You are placing an Order for Subscription (the "**Subscription Order**"). This constitutes a binding and irrevocable offer to Pix4D to buy the selected Subscription. By doing so, You acknowledge having read, understood and unreservedly agreed with the General Terms.
- 5.3. Pix4D will try to process your Subscription promptly but does not guarantee that Your Subscription will be activated by any specified time. Your Subscription Order will only be accepted by Pix4D when Your payment and contact details have been successfully verified, at which point Pix4D will provide You with access to Your Subscription Offerings. You will receive written confirmation when Your Subscription Order has been accepted (the "**Subscription Confirmation**").
- 5.4. Your Subscription to an Offering will be for a fixed term of limited length, the length of which should be indicated at the time of purchase and should be reflected on Your Subscription Confirmation (the "**Subscription Period**").
- 5.5. During Your initial Subscription Period (and of each renewal period thereafter), You may add to Your existing Subscription additional Subscriptions to other Offerings.
- 5.6. Unless otherwise stated in any Subscription Confirmation, Subscriptions automatically renew until cancelled in the "Plans and Products" section of Your Account. Pix4D will notify You if the price of a Subscription increases and, if required, seek Your consent to continue. You will be charged no more than 24 hours prior to the renewal date of Your Subscription Period. If Pix4D cannot charge Your payment method for any reason (such as credit card expiration or insufficient funds), and You have not cancelled the Subscription, You remain responsible for any uncollected amounts, and Pix4D may attempt to charge the payment method as You may update Your payment method information. This may result in a change to the start of Your next Subscription Period and may change the date on which You are billed for each period.
- 5.7. Unless otherwise stated in any Subscription Confirmation, You may cancel Your Subscription to any Offerings for any reason at any time in the "Plans and Products" section of Your Account by clicking on "Unsubscribe" or, if not available online, by contacting Pix4D by email at sales@pix4d.com. When You cancel Your Subscription to any Offerings, You will be able to access and use that Offering until the end of Your Subscription Period. Please note that You will not receive any refund for any of Your cancelled Subscriptions.

6. PRICES – PRICE CHANGES – DISCOUNT

- 6.1. Prices are subject to change by Pix4D at any time and without notice. Only the price mentioned on the Order Confirmation or on Subscription Confirmation shall be binding.
- 6.2. Unless otherwise indicated, prices are set in Swiss Francs.
- 6.3. Unless otherwise indicated by Pix4D, prices are exclusive of sales, use, import/export, value added taxes or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Offerings (the "**Taxes**"). Any Taxes levied in connection with Your purchase of - or subscription to - the Offerings shall be for Your account and shall either be added to each invoice or separately invoiced by Pix4D to You. Responsibility for any withholding tax with relation to the sale or Subscription of the Offerings shall be borne by You and no deduction whatsoever shall be made from the amount payable to Pix4D under any invoice.
- 6.4. If Pix4D grants You a discount, this discount only relates to the Offerings specifically mentioned in the Order Confirmation or in the Subscription Confirmation.

7. TERMS OF PAYMENT

- 7.1. The payment methods accepted by Pix4D are those mentioned on the Website or in the Quotation.
- 7.2. Payments shall be made with the servers provided and secured by payment service providers. No financial information relative to You is processed by Pix4D.
- 7.3. The risk of malfunction of the payment method is borne by You. You fully discharge Pix4D from any and all liability in this respect. As such, Pix4D shall not be responsible for any payment failure, in particular those resulting from inaccurate payment card details provided by You or from any restrictions applicable to the payment method chosen by You.
- 7.4. All payments shall be made without any deduction on account of any Taxes, withholding taxes or transfer costs. For the sake of clarity, the place for all payments to be made by You is the registered office of Pix4D.

- 7.5. By acquiring or subscribing to Offerings requiring regular payments on a monthly or annual basis ("**Recurring Payments**"), You authorize Pix4D to charge Your payment method automatically. You warrant that You shall remain the owner of the payment method specified for Recurring Payments and that such payment method has a sufficient limit (credit card) or sufficient funds (bank accounts) to pay any due Recurring Payments.
- 7.6. For the avoidance of doubt, 1 (one)-month License or Subscription Period represents 30 (thirty) consecutive calendar days starting from the day of its first activation.
- 7.7. Recurring Payments are linked to Your Subscription and will be canceled in conjunction therewith, which is once Your remaining Subscription Period has been fully covered.
- 7.8. With regard to payments for the sale – and the Subscriptions to – the Offerings, You acknowledge and agree that time is of the essence. Pix4D may, without prejudice to any other rights of Pix4D and without a written reminder, charge interest on any overdue payment at 10% (ten percent) per annum from the due date computed on a daily basis until all outstanding amounts due by You are paid in full. All costs and expenses incurred by Pix4D with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Your account.

8. TERMS OF DELIVERY

- 8.1. Pix4D will generally provide You with access to the Offerings through Your Account or, in certain cases, through a Pix4D authorized third party or other means. Certain Offerings may require You to provide additional information to set up and access such Offerings, and You agree to provide that information.
- 8.2. Details necessary for You to download, use and/or activate any Offerings (such as license keys or access details) will be delivered by Pix4D to the email address indicated by You.
- 8.3. If You purchase or subscribe to an Offerings consisting of Software, Pix4D will make it available to You subject to compliance with all Your payment obligations. Pix4D will grant You, for the duration of Your Subscription, a non-exclusive, non-sublicensable, non-transferable License to download, install and use the Software (and permit Your Authorized Users to install and use the Software) solely (i) in accordance with the General Terms, the [EULA](#), the Documentation and any applicable Additional Agreements and/or Special Terms, and (ii) within the scope of Your purchase or Subscription, including the License type (as detailed at <https://www.pix4d.com/terms-and-policies/offerings>, the permitted number of devices and other attributes specified for the service level that You selected when purchasing or subscribing to the Offering. If Your Order Confirmation or Your Subscription Confirmation from Pix4D does not specify one or more of those attributes, the License to the Software will be (i) a Trial Version and (ii) for You as an individual or, if You are a company or other legal entity, for use by one named employee. You may not access or use (or allow access to or use of) any Software other than as authorized by the General Terms and the [EULA](#), and any other installation, access or use is not authorized.
- 8.4. If You purchase or subscribe to an Offerings consisting of Cloud Services, Pix4D will provide those Cloud Services to You, subject to compliance with all Your payment obligations and for the duration of Your License. You may access and use the Cloud Services solely (i) in accordance with the General Terms and in conformity of any other applicable terms, such as the [Website Terms of Use](#) (ii) for Your internal business purposes, in the form made accessible and/or provided by Pix4D, and (iii) within the scope of Your purchase or Subscription, including the permitted number of devices, storage volume and other attributes specified for the service level that You selected when purchasing or subscribing to the Offering. If Your Order Confirmation or Your Subscription Confirmation from Pix4D does not specify one or more of those attributes, Your Cloud Services will be (i) a Trial Version and (ii) for You as an individual or, if You are a company or other legal entity, for use by one named employee. You may not access or use (or allow access to or use of) any Cloud Services other than as authorized by the General Terms, and any other access or use is not authorized.

9. REFUND

Any refund request following the Offerings purchase date and during the Subscription Period will be subject to Pix4D's prior authorization, and acceptance thereof shall be at Pix4D's sole discretion.

10. ACCESS TO AND USE OF OFFERINGS

- 10.1. Depending on the Offering, You may be required to log into Your Account to activate, access or use (or to continue accessing or using) the Offering. Only You, including Your Authorized Users, may access or use an Offering. Access to and use of all Offerings is contingent on (among other things) Your timely payment of all applicable amounts, with respect to the Offerings and compliance with the General Terms.
- 10.2. Offerings do not include access to the internet or any other network or to any communications services or any hardware, software, storage, security or other resources necessary for accessing or using the Offerings. You and Your other suppliers and service providers are responsible for acquiring all such items and for their reliability, security and performance.
- 10.3. Pix4D may provide You with content, designs, models, data sets, project information, documents, libraries, audio, links, data, applications and other software, services or similar material of a third party (collectively, "**Third Party Material**") in connection with the Offerings. Any such Third Party Material may be governed by that third party terms and conditions (the "**Third Party Terms**"). If there are no Third Party Terms, Your use must be (i) limited to the same terms as the Offering for which You received the Third Party Material, and (ii) solely in connection with Your use of such Offering. You take sole responsibility for determining, obtaining and complying with all Third Party Terms. Pix4D will have no responsibility for, and makes no representations and warranties regarding, (i) any Third Party Material or Your use of such Third Party Material, and (ii) the Third Party Terms or Your compliance with such Third Party Terms.
- 10.4. In order for You to access or use our Offerings, You may wish to upload or otherwise share content. You will retain Your

ownership rights to files, designs, models, data sets, images, documents or similar material created by You or Your Authorized Users and submitted or uploaded to any Offering by You or Your Authorized User (the "**Content**").

- 10.5. Pix4D personnel will not use Your Content except (i) at Your request, or with Your consent—for example, when providing You support, or addressing a technical issue or other request; (ii) in connection with providing and improving Offerings (including maintaining, securing, updating or otherwise modifying Offerings); or (iii) in connection with legal-related obligations, enforcement, investigations or proceedings. In general, Pix4D does not screen or review content that is posted to any Offering, Website, Cloud Platform made available by Pix4D. Pix4D reserves the right, however, to screen and review Your Content, and may block or remove any portion or element of Your Content for any reason, including because it is not in compliance with the General Terms, the [EULA](#) or the [Website Terms of Use](#) (for example, illegal, offensive or phishing-related postings or spam). When You provide or make accessible Your Content, You authorize Pix4D to use, reproduce, modify, distribute and make available Your Content in connection with providing You with the Offerings and allowing Pix4D to fulfill its obligations and as otherwise permitted by the General Terms.
- 10.6. You are responsible for Your Content and for ensuring that Your Content and its use with any Offerings comply with all applicable laws and regulations, the General Terms, the [EULA](#), the [Website Terms of Use](#) and any other applicable terms and conditions.
- 10.7. You acknowledge that online services may suffer occasional disruptions or outages, and You may not be able to retrieve Your Content as a result. We recommend that You regularly backup Your Content to Your own storage. You are at all times responsible for storing and maintaining any such backup copies of Your Content.

11. LIMITATION ON USE

- 11.1. The Offerings are tools and are intended only to assist You with Your design, analysis, estimation, calculation and other activities and are not a substitute for Your professional judgment or Your own independent design, analysis, estimation, calculation or other activities. Pix4D will not be responsible or liable in any manner whatsoever for the results obtained through use of the Offerings (the "**Output**"). You are responsible for Your (including Your Authorized Users') use of the Offerings and any Output. Your responsibilities include, without limitation, the determination of appropriate uses for the Offerings and the selection of the Offerings and other computer programs and materials to help achieve Your intended results. You are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, compliance with applicable legal requirements, and other characteristics of any Output, including, without limitation, all items elaborated with the assistance of the Offerings. You further acknowledge that the Offerings and Output may not achieve the results You desire within Your design, analysis, estimation, calculation and other constraints.
- 11.2. The Offerings are not designed for storage of sensitive personal data such as social security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information or health insurance information; data about personal characteristics or other personal information, such as race or ethnic origin, religion or philosophical beliefs, political affiliation or opinions, genetic or biometric data, sexual orientation or trade union membership; or other information that may expose, or pose a risk of harm to, an individual if improperly disclosed or used (collectively, "**Sensitive Personal Data**"). Except as expressly required (e.g. a credit card number used to purchase a Subscription), You will not upload or otherwise make available to Pix4D any Sensitive Personal Data, including any files containing Sensitive Personal Data, in connection with Your use of any Offering.
- 11.3. You will access and use (and permit access to and use of) Offerings on in compliance with all applicable laws, the General Terms, the [EULA](#), the [Website Terms of Use](#) and any Additional Terms and Special Terms.

12. TRIAL VERSIONS

- 12.1. Pix4D may make available or deliver Offerings (or features of an Offering) labelled or offered as "trial versions," "pre-release," "beta", "free" or another similar designation (collectively, "**Trial Versions**"). You may download, install, access or use Trial Versions only during a fixed-term period and for the purpose of the trial, as expressly permitted by Pix4D.
- 12.2. Except as expressly set forth in the Documentation or applicable Special Terms, (i) the Trial Version will be limited to 30 days, (ii) the use will be only by You as an individual or, if You are a company or other legal entity, by one named employee.
- 12.3. Notwithstanding anything contained in the General Terms, (i) Pix4D makes no commitments with respect to Trial Versions regarding any features, functions, service levels or data and provides no warranties of any kind with respect to Trial Versions, (ii) Pix4D may choose not to generally release any Trial Versions or convert any Trial Version into a product offering, and (iii) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Pix4D reserves the right, without any further notice, to end any Trial Versions at any time.

13. OWNERSHIP

- 13.1. You acknowledge and agree that Pix4D and its licensors and suppliers will have all ownership of and all rights with respect to (i) the Offerings, the Documentation and other information or material provided or made available by Pix4D to You and (ii) any copies of the foregoing, or any materials or other information based on, derived from or otherwise using any of the foregoing (including all rights under trade secrets, copyrights, trademarks, patents and all other intellectual property or proprietary rights relating to any of the foregoing).
- 13.2. You have only the rights expressly granted to You under the General Terms (including any Additional Agreement or Special Terms), the [EULA](#) and the [Website Terms of Use](#). All rights not expressly granted are reserved by Pix4D and its licensors and suppliers; Pix4D and its licensors and suppliers expressly disclaim (and You agree not to assert) any other rights.

14. YOUR WARRANTIES

- 14.1. You acknowledge that the use of the Offerings may be subject to requirements or limitations under any law, statute ordinance, regulation, code or standard ("**Laws and Standards**"). You shall be exclusively responsible for and warrants that Your use will (i) fully comply with all Laws and Standards associated with the intended use of the Offerings and (ii) obtain all necessary approvals, permits or clearances for such use.
- 14.2. You undertake to fully indemnify and hold harmless Pix4D, and its partners, directors, officers, agents and employees (each, an "**Indemnified Party**") from any damage, claim, liability, loss or expenses (including attorney costs) arising out of or relating to a breach of Your warranties under Section 14.1, whether or not caused by the Indemnified Party's negligence and whether or not the relevant damage, claim, liability, loss or expense has merit.

15. NO WARRANTY OF PIX4D

- 15.1. PIX4D MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OFFERINGS INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 15.2. SOFTWARE ARE PROVIDED "AS IS". PIX4D DISCLAIMS ANY WARRANTY WHATSOEVER AS PER SECTION 15.1.
- 15.3. CLOUD SERVICES ARE PROVIDED "AS IS". PIX4D DISCLAIMS ANY WARRANTY WHATSOEVER AS PER SECTION 15.1.

16. LIMITED LIABILITY

- 16.1. EXCEPT AS PROVIDED UNDER SECTION 15, PIX4D SHALL NOT BE LIABLE TO YOU (OR YOUR AUTHORIZED USERS) OR ANY THIRD PARTY (WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OTHER TORT THEORY, CONTRIBUTION, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, LITIGATION COSTS, FAILURE OR DEFECTS OF THE OUTPUT, LOSS, CORRUPTION OR DELETION OF DATA OR YOUR CONTENT, PRODUCTION OR PROFIT, GOODWILL, LOSS OF REVENUE OR LOSS OF UNITS, LOSS OR INTERRUPTION OF BUSINESS, EVEN IF THAT PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS IT IS FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IN ANY EVENT, THE AGGREGATE LIABILITY OF PIX4D AND ITS LICENSORS AND SUPPLIERS WITH RESPECT TO ANY OFFERING OR OUTPUT THEREOF WILL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR THE PURCHASE OR SUBSCRIPTION OF THE OFFERING IN THE ONE-YEAR PERIOD BEFORE THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE LIABILITY FIRST OCCURRED.

17. PRIVACY

Pix4D is committed to protecting Your privacy. Pix4D's [privacy and personal data policy](#) governs the collection and use of any personal information You provide to Pix4D and forms an integral part of the General Terms. You acknowledge that You have read and understood Pix4D's privacy and personal data policy.

18. MARKETING

- 18.1. You (and Your Authorized Users) agree to be identified as a customer of Pix4D. Pix4D may refer to You by name, trade name, trademark and may briefly describe the nature of Your business on any Pix4D or partner marketing materials, including but not limited to the Website, and any public or legal documents. By making an Order, You grant Pix4D a royalty-free, perpetual, non-exclusive, non-transferable and non-sublicensable right to use Your name and any trade names or trademarks solely for marketing purposes.
- 18.2. You may choose, at any time, to opt-out of this Section by submitting a request to legal@pix4d.com.

19. INTELLECTUAL PROPERTY

- 19.1. You acknowledge that Software are proprietary, copyrighted and may be protected by patents. All Software are licensed to You, subject to an [End-User License Agreement](#), and title to Software remains with the applicable licensor(s). You agree to be bound by such [End-User License Agreement](#) in addition to the General Terms.
- 19.2. You acknowledge that You shall acquire no ownership rights, title or interest in or to the intellectual property of Pix4D and of Pix4D's partners, in particular in and to the copyrights on the Software or to their trademarks, brands, illustrations, logos and the like.

20. MISCELLANEOUS

- 20.1. **Heading.** The headings contained in the General Terms are included for mere convenience of reference and shall not affect its construction or interpretation.
- 20.2. **Complete Agreement.** The General Terms, the Order Confirmation or the Subscription Confirmation and any Additional Agreements and/or Special Terms embody the entire understanding between You and Pix4D and supersede all previous agreements whether in writing or orally regarding its subject matter. In case of discrepancy between them, the order of descending precedence shall be 1) Order Confirmation or Subscription Confirmation, as amended in writing from time to time by mutual agreement between You and Pix4D, as the case may be, 2) Additional Agreements, 3) Special Terms, 3) General Terms.

- 20.3. **Waiver.** Failure by Pix4D to enforce at any time any provision of the General Terms shall not be construed as a waiver of Pix4D's right to act or to enforce any such term or condition and Pix4D's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Pix4D of any breach of the Your obligations shall constitute a waiver of any other prior or subsequent breach.
- 20.4. **Severability.** If any provision of the General Terms is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the legal and economic intent of the Parties to the fullest extent possible. In any event, all other provisions of the General Terms shall remain valid and enforceable to the fullest extent possible
- 20.5. **Non-Assignment.** Neither Party may assign any of the rights or obligations under the Order Confirmation or Subscription Confirmation without the prior written consent of the other Party.

21. APPLICABLE LAW AND JURISDICTION

- 21.1. The Order Confirmation, the Subscription Confirmation and the General Terms shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.
- 21.2. Any dispute arising out of, or in connection with, the Order Confirmation, the Subscription Confirmation and/or the General Terms shall be exclusively submitted to the courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.
- 21.3. The preceding provision regarding venue does not apply if You are a consumer based in the European Union. If You are a consumer based in the European Union, You may make a claim in the courts of the country where You reside.

22. DEFINITIONS

- 22.1. For all purposes of the General Terms, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Account	means Your account on the Website.
Additional Agreement	as per Section 2.2.
Affiliate	means any company which, directly or indirectly, controls, is controlled by or is under common control with Pix4D, by means of ownership of more than 50% of the voting stock in said company.
Approved Source	means (i) Pix4D or (ii) its Affiliates, and (iii) the Pix4D authorized reseller, distributor or systems integrator from whom You acquired the Software.
Authorized User	means (i) You (if You are an individual) and (ii) identified individuals (such as Your individual employees, consultants and contractors and other individuals accessing and using an Offering for Your benefit) for whom You have purchased or subscribed to an Offering. If an Offering allows You to designate Authorized Users for such Offering, You will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of the General Terms to their access to and use of such Offering prior to their access and use.
Cloud Platform	means Pix4D's cloud platform available at https://cloud.pix4d.com .
Cloud Services	means a cloud-based service made available by Pix4D, whether or not provided as part of an Offering and whether or not provided for a fee
Content	as per Section 10.4.
Direct Orders	as per Section 4.1.
Documentation	means any printed or online user or technical manuals, training materials, specifications or other documentation relative and applicable to the Pix4D Software provided by the Pix4D or an Approved Source.
EULA	means Pix4D's End-User License Agreement as currently available at https://www.pix4d.com/terms-and-policies/pix4d-software-end-user-license-agreement .
General Terms	as per meaning in front page.
Indemnified Party	as per Section 14.2.
Laws and Standards	as per Section 14.1.
License	means the rights granted to You under the General Terms and the EULA when You purchase or subscribe to an Offering, a list of which can be found at https://www.pix4d.com/terms-and-policies/offerings .
Offerings	means collectively the Software, Cloud Services and other benefits provided by Pix4D and any Licenses for such items. Offerings includes free and other Trial Versions of Software, Cloud Services and other benefits.
Online Orders	as per Section 4.1.
Order	as per Section 4.1.

Order Confirmation	as per Section 4.6.
Output	as per Section 11.1
Pix4D, We, Us and Our	means Pix4D SA, a Swiss joint-stock company (<i>société anonyme</i>), registered in Switzerland under number CHE 207.009.701 with its seat at Route de Renens 24, 1008 Prilly, Switzerland, and its Affiliates.
Quotation	means the quotation sent by Pix4D to You following Your purchase request via email at sales@pix4d.com .
Recurring Payments	as per Section 7.5.
Sensitive Personal Data	as per Section 11.2.
Software	means any software or similar materials, including any modules, components, features and functions, made available by Pix4D, whether or not provided as part of a Subscription and whether or not provided for a fee. Software includes updates and upgrades, as the case may be.
Special Terms	as per Section 2.2.
Subscription	as per Section 5.1.
Subscription Confirmation	as per Section 5.3.
Subscription Order	as per Section 5.2.
Subscription Period	as per Section 5.4.
Taxes	as per Section 6.3.
Third Party Material	as per Section 10.3.
Third Party Terms	as per Section 10.3.
Trial Version	as per Section 12.1.
You and Your	means the individual or legal entity setting up an account on the Website, purchasing or otherwise accessing to the Offerings under the General Terms.
Website	means Pix4D's website (https://www.pix4d.com) and its subdomains (e.g. support.pix4d.com, cloud.pix4d.com).

Should You have questions or comments regarding the Terms or suggestions regarding their improvement, please contact our support team at sales@pix4d.com or by phone at +41 21 552 05 90.

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