

# WIKITUDE CONTENT INTERFACE TERMS OF USE

## 1. GENERAL

1. The following Terms and Conditions govern use of the Wikitude Content Publisher application programming interface and all other products and services available at or through [www.wikitude.me](http://www.wikitude.me) and/or [www.wikitude.org](http://www.wikitude.org) („Wikitude Content Interface“).
2. By accessing and/or utilizing the Wikitude Content Interface you agree to be bound by these Terms and Conditions set out herein. If you do not wish to be bound by these Terms and Conditions, you must not use the Wikitude Content Interface nor distribute or publish Client Content in or through Wikitude Service.
3. Unless otherwise agreed in writing, the legal relationship between Wikitude and you is set forth solely by these Terms and Conditions and these Terms and Conditions constitute the entire agreement between Wikitude and you, superceding any prior agreements between Wikitude and you (including, but not limited to, any prior versions of the Terms and Conditions). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Wikitude's services or products. By accessing and/or utilizing the Wikitude Content Interface you are stating that you agree to be bound by all of these Terms and Conditions.
4. If you are under the age of 19, it is required to read the Terms and Conditions with a parent or guardian. The use of Wikitude Content Interface is only allowed to persons aged 14 and older. In addition, the use of Wikitude Content Interface by persons under the age of 19 is under condition of the permission of the parents or competent guardian, respectively.

## 2. DEFINITION

The following terms when used in these Terms and Conditions shall have the meanings set forth below:

1. „Affiliate“ means, with respect to any legally recognizable entity, any other such entity Controlling, Controlled by, or under common Control with such entity. „Control“ means direct or indirect: (i) ownership of more than fifty percent (50%) of the outstanding shares; or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity.
2. „Applicable Laws“ means any applicable domestic or foreign law including any statute, subordinate legislation or treaty, and the common law and equity, any applicable judgment, injunction, award or decree of any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances or instrumentality thereof including any federal, state, provincial or municipal body or entity, in each case that relate to the use of the Wikitude Content Interface, the Wikitude Service and the Client Content.
3. „Claims“ mean any fines, damages (general, special and punitive), legal fees, costs, charges, expenses, lost profits, attorneys' fees, engineering and other technical expert fees, settlement amounts, judgments and interest, arising from or related to any third party Claim, third party cause of action, third party demand, or third party lawsuit, any tax or penalty, any judicial or administrative investigation, or any inquiry or proceeding or any settlement thereof.
4. „Deficiency“ means in relation to the Wikitude Content Interface and/or the Wikitude Service, any error, problem, defect, malfunction or deficiency.
5. „Intellectual Property Rights“ means all intellectual property rights, industrial property rights and other similar rights recognized throughout the world, whether existing un-

der statute or at common law or equity, now or hereafter in force or recognized, including: (i) copyrights, rights in trade secrets, rights in marks, patents, design rights, data base rights, rights in processes, rights in methods, moral rights, mask work rights, publicity and personality rights, and privacy rights; and (ii) any application or right to apply for any of the rights referred to in paragraph (i), and all enhancements, improvements, renewals, extensions and restorations.

6. „Malware“ means any virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or any other Software, code, or program that is likely to or is intended to: (A) have an adverse impact on the performance of; (B) disable, corrupt, or cause damage to; or (C) cause or facilitate unauthorized access or deny authorized access, or cause to be used for any unauthorized or inappropriate purposes, any Software, hardware, services, systems, or data.
7. „Wikitude“ means Wikitude GmbH, Ginzkeyplatz 11, 5020 Salzburg, Austria.
8. „Person“ means an individual (and the heirs, executors, administrators, or other legal representatives of an individual), partnership, joint venture, corporation, company, government (or any department or agency or instrumentality thereof), trustee, trust, unincorporated organization, or any other legal entity of whatever kind or nature irrespective of jurisdiction of origin or formation.
9. „Software“ means all computer software and accompanying documentation (including all future upgrades, additions, substitutions, and other modifications thereof).
10. „Terms and Conditions“ shall mean, collectively, these Terms and Conditions, operating rules, guidelines, the Payment Policy (if applicable), the Wikitude Terms of Use, the [...], and any other legal notices which Wikitude declares applicable to the Wikitude Content Interface and the Wikitude Services, as the same may be amended, modified, supplemented or restated from time to time in accordance with its terms by Wikitude.
11. “Transition Period” means the period commencing on the later of (i) the date of termination according to these Terms and Conditions and the date of cessation of the distribution of the respective Client Content to new end users, and expiring [...] months thereafter.
12. “Wikitude Service” means any and all of Wikitude’s applications, products, services, Software and websites, including but not limited to the Wikitude Content Publisher application programming interface, provided or made available by or on behalf of Wikitude, the use of products, services and Software available at and through [www.wikitude.me](http://www.wikitude.me) and [www.wikitude.org](http://www.wikitude.org), the tools and systems provided for the development as well as the marketing and distribution of all other augmented reality applications by or on behalf of Wikitude.
13. „You“ or „Content Partner“ mean(s) any Person uses the Wikitude Content Interface and/or Wikitude Services for the purpose of developing and/or publishing your own content (“Client Content”) on a Wikitude mobile application or mobile webpage.

### **3. USE OF THE WIKITUDE CONTENT INTERFACE - PUBLISH YOUR OWN CONTENT**

1. You may use the Wikitude Content Interface solely to develop and publish your own Client Content on a Wikitude mobile application or mobile webpage.
2. In order to use the Wikitude Content Interface you need to open a Content Partner Account. While opening the Content Partner Account you shall provide true, accurate, current and complete information about yourself as prompted by the Wikitude’s registration form (such information being the "Registration Data") and you shall maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or Wikitude has reasonable grounds to suspect that such information is

untrue, inaccurate, not current or incomplete, Wikitude has the right to suspend or terminate your Content Partner Account and refuse any and all current or future use of the Wikitude Service (or any portion thereof). By creating your Content Partner Account, you will agree that Wikitude may publish or use your Registration Data for advertisement purposes to further promote the Wikitude Services and/or the Wikitude Content Interface.

3. As a Content Partner you will have access to your Content Partner Account information and be able to administer your Content Partner Account through a password protected interface. You are responsible for maintaining the confidentiality of your Content Partner Account and your Content Partner Account password. You are responsible for all activity that occurs via your Content Partner Account. If you have reason to believe that your Content Partner Account security has been breached it is your responsibility to notify us in a timely manner so that we can take the appropriate action in respect to your Content Partner Account.
4. You acknowledge and agree that Wikitude may, at its sole discretion, refuse or close your Content Partner Account at any time and without any cause.
5. The publication of Client Content in the Wikitude Service is subject to an approval for publication granted by Wikitude; such request for publication shall be submitted via the Wikitude Content Interface. The registration at and the existence of your Content Partner Account is mandatory for applying and maintaining the approval of publications.
6. Wikitude may determine if, where and in what format the Client Content appears in the Wikitude Service.
7. The Client Content is hosted by Wikitude or a third party hosting provider.
8. You acknowledge and agree that Wikitude may, at its sole discretion, refuse the publication of or may block your Client Content in the Wikitude Service at any time and without any cause.
9. In the case of a revocation for publication of Client Content at any given time, all rights connected to the status as Content Partner are terminated in respect to such Client Content.
10. Your use of the Wikitude Content Interface comprises a request to Wikitude to market and distribute your Client Content to end users.
11. You acknowledge and agree that Wikitude will enter into an end user license agreement („EULA“) directly with end users in respect of the Wikitude Service. By accessing and/or utilizing the Wikitude Content Interface you declare that you accept all terms and conditions which apply in the relation between Wikitude and end users.
12. You acknowledge that you shall use and conclude a Content Partner EULA which shall correspond at all times to Apple's "Minimum Terms of Developer's End-User License Agreement" (as the same may be amended, modified, supplemented or restated from time to time) when end-users may download the application from Apple AppStore.
13. If you wish to do so, you may include an additional, separate end user licence agreement to the Client Content that will govern the end users rights to the Client Content („Content Partner EULA“). However, such Content Partner EULA can never and will never be allowed to precede these Terms and Conditions and Wikitude's position and rights towards you, end users or third parties. Any Content Partner EULA applies solely between you and the end users. You will indemnify and held harmless from and against any loss, liability, Claim, demand, damages, costs and expenses including reasonable attorneys fees and disbursements, made by any third party due to or arising out of any Content Partner EULA or any breach by any party thereof.

#### **4. LICENCE TO WIKITUDE**

1. By developing your own Client Content and publishing the Client Content you grant Wikitude the world-wide, royalty-free, irrevocable, perpetual, transferable, and non-exclusive license to:
  - use of Client Content and related trademarks and logos, including but not limited to screen shots and excerpts thereof, for administrative, promotional and demonstration purposes and all other purposes reasonably necessary in connection with the marketing and publishing of the Client Content,
  - use, copy, make available, reproduce, modify (such as but not limited to repurposing snippets and shrinking images), adapt, publish, translate and distribute the Client Content in or through the Wikitude Service or in any of Wikitude's other content channels offered in the Wikitude Service,
  - allow end users to, and obtain orders for, access and use the Client Content,
  - cache on Wikitude servers and in the Wikitude Service or those of third party hosting services,
  - prepare derivative works of, or incorporate the Client Content into other Client Content,
  - use, copy, reproduce, modify (such as but not limited to repurposing snippets and shrinking images), adapt and reformat the Client Content to improve Wikitude's own services, including but not limited to the Wikitude Service,
  - collect payments from end users and perform all related obligations as mentioned in the Payment Policy, in case of Client Content which end users have to pay for, and
  - grant and authorise sublicenses of the foregoing to supporting companies, Wikitude's Affiliates and licensors and suppliers and to other companies, organisations and Persons Wikitude cooperates with in providing the Wikitude Service or developing and providing other services;
  - sublicense, sell, distribute or commercialize the Client Content via sub-licensing arrangements or any other agreement to any third Person [unless you explicitly object to such sublicense, sale, distribution or commercialization].
2. You agree to provide a web link on your website to the Wikitude download page to allow end users to download the Wikitude mobile application.
3. Wikitude does not claim ownership of the Client Content.
4. You acknowledge and agree that Wikitude may integrate its own content („Wikitude Content“) with your Client Content. You acknowledge and hereby accept that you may not acquire any rights, ownership, title or interest in any Wikitude Content or any modifications, adoptions or any derivative works of your Client Content made by Wikitude or any third party.

#### **5. PROVISION OF WIKITUDE'S SERVICES**

1. You acknowledge and hereby accept that the range and nature of the Wikitude Content Interface and the Wikitude Service may be subject to temporary and/or permanent changes without prior notice. This includes but is not limited to updates, bug fixes and patches.
2. In addition, Wikitude reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Wikitude Content Interface and the Wikitude Service (or any part thereof) with or without notice. You acknowledge and agree that Wikitude shall not be liable to you or to any third party for any modification, termination, suspension or discontinuance of the Wikitude Content Interface or the Wikitude Service (or any part thereof) or your access thereto.
3. Notwithstanding anything to the contrary in these Terms and Conditions, nothing

herein shall require Wikitude to operate Wikitude Content Interface or make available the Wikitude Service or market or distribute Client Content, and Wikitude may cease, in whole or in part, any and all business activities at any time.

4. Wikitude will be under no circumstances obliged to undertake corrections of the Wikitude Content Interface or the Wikitude Service or to develop updates.

## **6. USE OF WIKITUDE'S SERVICES**

1. You are obliged to use the Wikitude Content Interface and the Wikitude Service in a responsible and law-abiding manner and in compliance with all Applicable Laws.
2. As a condition of your use of the Wikitude Content Interface you agree not to use the Wikitude Content Interface or the Wikitude Service or any other services or products made available by Wikitude for any purposes other than set forth in these Terms and Conditions, including but not limited to any unlawful purposes.
3. You hereby accept that you are solely responsible for, and the maintenance of, your Client Content. This means that you as the author, and not Wikitude, are entirely responsible for all your Client Content developed, published or otherwise submitted via the Wikitude Content Interface or the Wikitude Service. This also contains the handling of any complaints arising from third parties concerning the respective Client Content.
4. Wikitude does not control the Client Content developed, published or otherwise submitted via the Wikitude Content Interface or the Wikitude Service and, as such, does not guarantee the accuracy, integrity or quality of such Client Content. However, Wikitude may, at its sole discretion (but is not obligated to) monitor your use of the Wikitude Content Interface, the Wikitude Service and your Client Content to ensure quality, improve Wikitude's products and the Wikitude Service, and verify your compliance with these Terms and Conditions and all Applicable Laws. You shall not interfere with nor jeopardize such monitoring or otherwise obscure from Wikitude your use of the Wikitude Content Interface or the Wikitude Service. Wikitude may use any technical means to overcome any such interference.
5. You agree not to use the Wikitude Content Interface or the Wikitude Service to:
  - develop or publish any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - harm minors in any way;
  - forge or otherwise manipulate in order to disguise the origin of any content provided through the Wikitude Content Interface.
6. In addition, you will further not:
  - encourage or create or publish functionalities or Client Content for end users or other third parties to interfere or attempt to interfere in any manner with the proper working of the Wikitude Content Interface and the Wikitude Service and the [www.wikitude.me](http://www.wikitude.me) website,
  - circumvent or render ineffective any geographical restrictions, including IP address-based restrictions,
  - sell, lease, lend, convey, redistribute, or sublicense to any third party all or any part of the Wikitude Content Interface or Wikitude Service,
  - use the Wikitude Content Interface in any manner or for any purpose that violates any Applicable Law, any right of any third person, including but not limited to Intellectual Property Rights, rights of privacy, or rights of publicity, or in any manner inconsistent with these Terms and Conditions,
  - use the Wikitude Content Interface intentionally to encourage or promote copyright

infringement or the exploitation of copyright infringing materials, or

- misrepresent one's identity when registering for use of the Wikitude Content Interface or mask one's usage of the Wikitude Content Interface; or
  - create or publish functionalities or Client Content for end users or other third parties to use in the development, production, handling, maintenance, storage, detection, identification, or dissemination of chemical, biological, or nuclear weapons or their missile delivery systems.
7. Client Content has to comply and you are responsible that Client Content complies at all times with all Applicable Laws. All Client Content will contain the name and contact details of it's author (i.e. you).
  8. Client Content may not contain any type of Malware or any other functionality which is eligible to damage or destroy other Software, product, hardware, data or services.
  9. If your Client Content includes any weblinks, you either have to own the respective website or have unrestricted permission from the owner of the website to use it.

## **7. PAYMENT POLICY**

1. You are free to offer your Client Content to end users for free or as paid content ("Premium Content").
2. Wikitude's Payment Policy applies when Premium Content is offered via the Wikitude Content Interface to end users.

## **8. INTELLECTUAL PROPERTY RIGHT**

1. All Client Content developed, published or otherwise submitted via the Wikitude Content Interface or the Wikitude Service must be original content designed and developed by you as the author publishing or submitting the Client Content. If you are not the owner of the Intellectual Property Rights for any of the Client Content (or any part thereof), unrestricted permission to use these Intellectual Property Rights must have been obtained from the owner of the respective Intellectual Property Rights in advance.
2. Except as set forth in these Terms and Conditions, nothing herein transfers to you any ownership right, title or interest in or to the Wikitude Content Interface or the Wikitude Service, or in or to any associated Intellectual Property Right of Wikitude.

## **9. DISCLAIMER OF WARRANTIES AND LIABILITY**

1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:
  - YOUR USE OF THE WIKITUDE CONTENT INTERFACE AND WIKITUDE SERVICES ARE AT YOUR SOLE RISK. THE WIKITUDE CONTENT INTERFACE AND WIKITUDE SERVICES ARE PROVIDED ON AN „AS IS“ AND „AS AVAILABLE“ BASIS.
  - WIKITUDE EXPRESSLY DISCLAIMS ALL WARRANTIES, ENDORSEMENTS, GUARANTEES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE.
  - ANY MATERIAL OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WIKITUDE CONTENT INTERFACE OR THE WIKITUDE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR ANY OTHER DAMAGE THAT RESULTS FROM

THE DOWNLOAD OF ANY SUCH MATERIAL OR SOFTWARE, RESPECTIVELY.

- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WIKITUDE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.
2. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, WIKITUDE MAKES NO WARRANTY THAT:
- THE WIKITUDE CONTENT INTERFACE OR THE WIKITUDE SERVICES OR ITS FUNCTIONALITY AND QUALITY WILL MEET YOUR REQUIREMENTS AND EXPECTATIONS.
  - THE WIKITUDE CONTENT INTERFACE OR THE WIKITUDE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF DEFICIENCIES AND INTERRUPTIONS.
  - ANY DEFICIENCIES AND ERRORS IN THE SOFTWARE WILL BE CORRECTED.

## **10. LIMITATION OF LIABILITY**

1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WIKITUDE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WIKITUDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (i) ARISING OUT OF OR RESULTING FROM THE USE OR THE INABILITY TO USE THE WIKITUDE CONTENT INTERFACE AND/OR THE WIKITUDE SERVICES OR (ii) RESULTING FROM PRODUCT WARRANTIES, END USER ASSISTANCE AND PRODUCT SUPPORT WITH RESPECT TO CLIENT CONTENT.
2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

## **11. INDEMNIFICATION**

1. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD WIKITUDE AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CO-BRANDERS AND INDEPENDENT CONTRACTORS HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEYS FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR CLIENT CONTENT, YOUR USE OF THE WIKITUDE CONTENT INTERFACE AND/OR THE WIKITUDE SERVICES, A VIOLATION OF ANY APPLICABLE LAWS OR A VIOLATION OF THE TERMS AND CONDITIONS.

## **12. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

1. We respect the Intellectual Property Rights of others and we prohibit users and Content Partners from using, uploading, posting, publishing or otherwise submitting any materials that violate third party's Intellectual Property Rights.
2. All right, title and interest, including but not limited to Intellectual Property Rights, in and to the Client Content are owned by it's author or his licensors (as applicable).
3. All right, title and interest, including but not limited to Intellectual Property Rights, in and to Wikitude's services and the Wikitude Content Interface are owned by Wikitude.
4. These Terms and Conditions do not transfer any Intellectual Property Rights from Wikitude to you or any third parties. Furthermore, the Terms and Conditions do not transfer any Intellectual Property Rights from you as Content Partner to Wikitude.

5. If you infringe the Intellectual Property Rights of Wikitude or other third parties, Wikitude may, in its sole discretion, terminate or deny access to and use of the Wikitude Content Interface or the Wikitude Service.
6. Until Termination you may become aware of information that Wikitude deems to be confidential, including, but not limited to, information on content, functionality and range of functions of the Wikitude Content Interface and the Wikitude Services. You shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of Wikitude. The foregoing obligation, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of Content Partner, hereafter disclosed in publicly available sources of information, (iii) is now in your possession without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to you by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party. In its performance hereunder, you shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

### **13. PRIVACY**

1. Wikitude cares about your privacy and the privacy of our users. Click [\[here\]](#) to view our Privacy Policy.
2. You agree that with respect to any information or data of any kind that personally identifies (or that can be used, together with other information or data, to personally identify) an other Person, including but not limited to an end user, including inter alia location data in connection with the end user's use of the Client Content, („End User Data“), you shall comply with all Applicable Laws including all applicable privacy laws and with our publicly disseminated Privacy Policy.
3. If you collect, use, process, transmit and/or disclose End User Data, you represent and warrant that you will have obtained all necessary consents from the end user to the collection, use, processing, transmission and/or disclosure of such information by or to Wikitude, its affiliates, agents and/or independent contractors or through the Wikitude Service, all in accordance with Wikitude's Privacy Policy. In addition, the use of location data should be limited solely as necessary to provide services or functionality for the Client Content (e.g., the use of collected personal information for marketing purposes is prohibited, unless permitted under Applicable Law and expressly consented to by the end user);
4. You are responsible to provide end users with all information required under Applicable Law.
5. If any consent from the end user to the collection, use, processing, transmission and/or disclosure of such End User Data is denied or withdrawn, you may not collect, use, process, transmit and/or disclose the End User Data or perform any other actions for which the end users consent has been denied or withdrawn.

### **14. TERMINATION**

1. These Terms and Conditions terminate automatically at any time
  - by deleting your Content Partner Account or discontinuing the use of the Wikitude Content Interface, or
  - if Wikitude posts a written notice of termination at the [www.wikitude.me](http://www.wikitude.me) website, sends to you a written notice of termination, or ceases providing access to the Wikitude Content Interface.
2. In the event of termination, it is agreed that the already published Client Content might still reside on Wikitude Service as long as disconnected by Wikitude. In this case, the relevant parts of these Terms and Conditions concerning the publication of



Client Content stay in full force and effect.

3. Termination does not affect your liability or obligations under these Terms and Conditions.
4. Despite any other provision and notwithstanding termination, the provisions of these Terms and Conditions and any licenses or rights granted to end users in respect to Premium Content shall not be affected by any termination, and without limiting the foregoing, you shall continue to make available any Premium Content during the Transition Period to end users.

## **15. CHANGES**

1. Wikitude holds the sole right to modify or replace these Terms and Conditions. If changes have been made, a new version of these Terms and Conditions will be published and made available in the developer area.
2. It is agreed that the continued utilization of the Wikitude Content Interface or the Wikitude Service after the publication of a new version or modification of these Terms and Conditions will be regarded as an acceptance of the new or modified Terms and Conditions. In any case, a new version or modification of these Terms and Conditions are deemed as accepted by the Content Partner four weeks after their publication.

## **16. APPLICABLE LAW**

1. These Terms and Conditions and the use of the Wikitude Content Interface and the Wikitude Service shall be governed by Austrian Law with the exclusion of the UN Sales Convention and the Austrian conflict of law rules of Austrian private international law.
2. Any disputes arising out of or in connection with these Terms and Conditions and the use of the Wikitude Content Interface and the Wikitude Service, including disputes on its conclusion, binding effect, amendment and termination, shall be of the exclusive jurisdiction of the competent court having subject jurisdiction at the Wikitude registered office (i.e. Salzburg, Austria).

## **17. MISCELLANEOUS**

1. These Terms and Conditions are the entire agreement between you and Wikitude concerning the subject matter herein, and supersede all prior communications, proposals and representations with respect to the Wikitude Content Interface and the Wikitude Service or any other subject matter covered herein. To the extent the terms of these Terms and Conditions conflict with those of the Wikitude Terms of Use, the terms of these Terms and Conditions shall control.
2. Notwithstanding any provision hereof, for all purposes of these Terms and Conditions, it is acknowledged that you shall be and act independently and not as partner, joint venturer, agent, employee or employer of Wikitude. You shall not have any authority to assume or create any obligation for or on behalf of Wikitude, expressly or implied, and shall not attempt to bind Wikitude to any contract.
3. Except as provided in these Terms and Conditions, neither party may use the name, trademarks, trade names, domain names or other designation of the other party without the written approval of the other party. Wikitude may use your name, trademarks, trade names, domain name and other designations in connection with disclosing the nature of your relationship with Wikitude.
4. The failure of any party at any time to enforce or require performance of any provision hereof shall in no way operate as a waiver or affect the right of such party at a later time to enforce the same. Any waiver of an obligation, agreement or condition contained herein shall be valid and effective only if in writing and signed by the party to whom such compliance is owed. No such waiver shall be deemed to be a waiver of any subsequent breach, claim or failure to perform, or of any obligation, agreement or

condition other than the one expressly waived.

5. If any provision of these Terms and Conditions is held invalid or unenforceable, the provision will be construed to reflect the parties' original intent. Despite the invalidity or unenforceability of such provision, all other provisions of these Terms and Conditions will remain in full force and effect.