

Terms and conditions

[Article 1]

This Contract contains the conditions offered to the public by SHIN SOFTWARE S.r.l. (hereinafter referred to as SHIN), with registered office in Lesa, Via De Filippi 5, VAT no. 02284540032, for the use of "SHIN VIEWER" the visualisation software for interactive renderings on the web platform called "SHOWin3D".

VIEWER allows to view and explore an interactive 3D rendering, with the technology offered by SHIN under the conditions specified below.

VIEWER may be made available in the form of an "APP" that can be downloaded to a device, or via a browser. In this second case, the use of the VIEWER starts automatically, as soon as a content created by "SHOWin3D" is displayed.

[Article 2]

The acceptance of this contract, and therefore the full acceptance of all terms and conditions, takes place:

- a) by registering on the SHIN website, selecting one or more products, services or licences and downloading and installing the software/or APP;
- b) or by starting to use the software for applications that allow it without registration.

The contract is concluded when the Customer, whether registered or unregistered, accepts the licence by expressing consent in digital form or, in cases where no registration is required, when use begins.

[Article 3]

Registered Customers are solely responsible for their own access credentials, use and any breach of contract or third-party rights. Therefore, Customers are advised to keep their credentials with the greatest possible care.

In this regard, the Customer undertakes to provide exact data and information, which is true, not misleading or otherwise unsuitable for concealing the identity of the Customer. SHIN is authorised to connect the access credentials to the IP addresses of the devices used, in order to carry out periodic monitoring on how to use the software and improve its usability.

[Article 4]

With this contract, SHIN grants the Customer a free licence to use the SHIN VIEWER software (hereinafter: VIEWER or SOFTWARE), i.e. the software that allows the Customer to view and explore content through the "SHOWin3D" Platform.

The licence granted by this agreement allows Customers to use the SOFTWARE on their own devices. The licence does not permit the redistribution of the SOFTWARE to third parties in any form.

[Article 5]

The Customer acknowledges that SHIN is the exclusive owner of the licensed SOFTWARE as well as any improvement, evolution or addition thereof.

The Customer undertakes not to make or attempt to make any modification, adaptation, translation or creation of derivative works based on the SOFTWARE and not to decode, decompile, disassemble or otherwise attempt to discover the SOFTWARE's source code.

[Article 6]

This Contract has a duration of twelve months and will be renewed automatically if not terminated at least thirty days in advance.

Any new versions released by SHIN and installed by the Customer may lead to the complete replacement of this licence agreement with the new licence agreement.

[Article 7]

If the device on which the VIEWER is installed is connected to the Internet, the SOFTWARE may, without further notice, check for available updates for automatic download and installation on the device and inform SHIN of the SOFTWARE'S correct installation.

The SOFTWARE may offer the Customer the option to automatically download and install updates; such updates may be provided in the form of bug fixes, new features or new versions.

The Customer agrees to receive such updates from SHIN as part of its use of the SOFTWARE.

The use of any personal data, including the Customer's IP address, as provided by the automatic update process, is governed by the Privacy Policy and is hereby authorised by the Customer.

[Article 8]

The methods of use for the VIEWER are governed by the relevant instructions, which the Customer declares to have read and accepted and which form an integral and substantial part of this Contract.

[Article 9]

The Customer acknowledges that the VIEWER includes third-party software, the use of which is free and secure; this software is used to improve the efficiency of the VIEWER in relation to the devices and browsers used by the Customer. In any case, the Customer acknowledges that the downloading of any plugins and the use of third-party software is governed by the licence or supply terms and conditions established by the third party. The Customer shall be a contractual party to these terms, with the exclusion of any liability of SHIN in this regard for facts, acts or damages, direct or indirect, generated by such third-party software.

[Article 10]

SHIN's technology has been designed to be compatible with the widest possible number of devices and the SHIN team is continuously working to extend compatibility to new devices; however, no guarantee of absolute and total compatibility can be given, except for devices that use the following operating

environment: WINDOWS, iOS, LINUX, ANDROID, in their latest released versions.

Furthermore, SHIN cannot guarantee that third-party software will not interfere with the SOFTWARE, limiting the operation of either. In this regard, the Customer can perform preventive checks by contacting the SHIN help-desk.

SHIN does not guarantee that the "SHOWin3D" Platform or its content, services or features are error-free or continuously available, that any defects will be corrected or that the use of the "SHOWin3D" Platform by the Customer will render specific results. The Platform "SHOWin3D" and its content are provided "as is" (as they are) and subject to availability.

[Article 11]

The content displayed via VIEWER are the property of the third parties who have created it, and therefore they are and remain the exclusive property of the Owner of the related rights (hereinafter: Owner), SHIN and any third party are expressly forbidden to make use of such content unless expressly or implicitly authorised by the Owner.

Owners are free to determine the methods, conditions and terms of use for the content they have created and uploaded on the "SHOWin3D" Platform.

Therefore, this licence allows to use the VIEWER but not all the content located on the "SHOWin3D" Platform, the use of which will be authorised from time to time by the relevant Owner.

In case of dispute by anyone about the legitimate availability of imported files, SHIN reserves the right to evaluate the chance of suspending displaying the content generated by the contested files, until an order of authority or an agreement between the contenders occurs.

[Article 12]

The SOFTWARE may allow to access and interact with third-party content, software applications and data services, including multimedia Internet applications and e-commerce services (hereinafter: "Third-Party Offers").

The access to and use of Third-Party Offers, including goods, services and information, is subject to the terms and conditions relating to such offers and copyright laws.

Third-party offers are not provided by or in any way attributable to SHIN, which provides only the software through which third parties provide such offers.

SHIN or third parties may, at any time and for any reason, modify or discontinue the availability of Third-Party Offers.

In any case, SHIN does not control, support or accept responsibility for such Third-Party Offers, being in no way part of such activities. Therefore, Customers accept Third-Party Offers at their own risk.

Any relationship between the Customer and any third party in relation to Third-Party Offers, including such Party's privacy policy and use of personal data, delivery and payment of goods and services and any other terms, conditions, warranties or representations associated with such a relationship, is solely between the Customer and the third party.

[Article 13]

SHIN reserves the right, at its sole discretion, to modify the functionality of its system, as well as to modify its structure.

[Article 14]

SHIN reserves the right to suspend the display of content without adequate financial coverage about the costs of web bandwidth consumption. In such cases, the suspension of service shall be notified upon access.

[Article 15]

SHIN expressly reserves the right to take the following actions at any time and without notice:

- (1) modify, suspend or terminate the functionality of or access to the "SHOWin3D" Platform or any part of it for any reason;
- (2) modify or change the "SHOWin3D" Platform or any part thereof and any rules or conditions relating to the "SHOWin3D" Platform, and
- (3) interrupt the functionality of the "SHOWin3D" Platform or parts thereof if this is necessary to perform routine or non-routine maintenance, correct errors or make other changes.

[Article 16]

Any trademark, registered or unregistered, owned by the Customer is and remains the exclusive property of the Customer. Any trademark, registered or unregistered, owned by SHIN is and remains the exclusive property of SHIN; in undertaking to mention SHIN in any credits relating to any multimedia work incorporating or including content created through the SOFTWARE, the Customer undertakes to respect SHIN's rights over any distinctive signs, including slogans and/or payoffs.

[Article 17]

All text, graphics, customer interface, visual interface, photography, trademarks, logos, sound, music, illustration and computer code or other materials forming part of the "SHOWin3D" Platform, including but not limited to the design, structure, selection, coordination, expression, appearance and arrangement of such content, belong to or are controlled or licensed by SHIN and are protected by copyright, patent and trademark laws, as well as by national and international regulations on intellectual property rights and unfair competition.

Except as expressly provided for in this Contract, the user may not copy, reproduce, republish, upload, publish, publicly display, encode, translate, transmit or distribute any part of the "SHOWin3D" Platform and its content on any computer, server, website or other medium for publication, distribution or any other commercial purpose without the prior written consent of SHIN.

[Article 18]

SHIN reserves the right to change the conditions for the provision of all services, whether free of charge or with a payment, as well as the licence conditions and these contractual terms and conditions, subject to

fifteen days' notice.

[Article 19]

SHIN may disclose information about Customers (including their identity) if it determines that such disclosure is necessary in connection with any investigation or complaint regarding the use of the "SHOWin3D" Platform, or to identify, contact or bring legal action against persons who may harm or interfere with (whether intentionally or unintentionally) the rights and property rights of SHIN or of visitors to or users of the "SHOWin3D" Platform, including SHIN customers.

SHIN reserves the right to disclose at any time any information necessary to comply with laws, regulations, legal process or governmental requests. SHIN may also disclose Customer information if it determines that applicable laws require or permit such disclosure, including exchanging information with other companies and organisations for fraud protection purposes.

[Article 20]

SHIN may retain any transmission or communication between the Customer and SHIN through the "SHOWin3D" Platform or any service offered on or through the "SHOWin3D" Platform, and may also disclose such data if required to do so by law or if SHIN determines that such retention or disclosure is reasonably necessary for:

- (1) complying with legal processes,
- (2) exercising these Terms of Use,
- (3) responding to the claim that the content of any communication is in breach of third-party rights; or
- (4) protecting the rights and property rights of SHIN, its employees, content owners or visitors to the "SHOWin3D" Platform.

[Article 21]

SHIN reserves the right to deny access to the "SHOWin3D" Platform at its sole discretion and without notice for the following reasons, though not limited to these:

- (1) upon request by law enforcement or other government agencies;
- (2) at the request of the Customer (deletion of the account initiated by the Customer);
- (3) suspension or substantial modification of the "SHOWin3D" Platform or any service offered on or through the "SHOWin3D" Platform; or
- (4) technical difficulties or sudden problems.

SHIN shall not be liable to the Customer or any third party for any consequences arising from terminating access to the "SHOWin3D" Platform as a result of a breach of these Terms of Use.

[Article 22]

The Parties shall give their mutual consent for the processing of their personal data in accordance with the law.

[Article 23]

SHIN shall in no case be liable to the Customer for any costs or damages of any kind, consequential, indirect or incidental or for loss of profit or economic loss. In any case, SHIN's overall liability in relation to this Contract shall be limited to any amount paid for the SOFTWARE. These limitations of liability shall apply to each Customer to the fullest extent permitted by the law in force in its jurisdiction.

[Article 24]

The Customer agrees not to send, transfer or export the SOFTWARE to or use it in any country in breach of the Export Administration Act of the United States of America on exports or any other export laws, restrictions or regulations (collectively referred to as the "Export Regulations"). In addition, if the SOFTWARE is subject to export restrictions under the Export Regulations, Users guarantee and represent that they are not a citizen or resident of an embargoed country (including but not limited to Iran, Syria, Sudan, Cuba, and North Korea) and that they are not otherwise subject to any restrictions on receiving the SOFTWARE under the Export Regulations. All rights to use the SOFTWARE are granted subject to revocation should there be a failure to comply with the terms of this Contract.

[Article 25]

If the customer uses the SOFTWARE solely for his own personal, non-commercial use, this Contract will be governed by the laws of the country in which he purchased his licence. If the User uses the SOFTWARE for other purposes, this Agreement will be governed by and construed in accordance with applicable law:

(a) in the State of California, if the licence was obtained in the United States, Canada or Mexico; (b) in Japan, if the licence was obtained in Japan; (c) Singapore, if the licence was obtained in a member state of the Association of Southeast Asian Nations, in the People's Republic of China (including Hong Kong and Macao), in Taiwan or South Korea; or (d) in Italy, if the licence for the Software was obtained in a jurisdiction not described above. With respect to any disputes in connection with this Contract, the courts of Santa Clara County for California when the laws of California apply, the district court of Tokyo, Japan, when the laws of Japan apply, and the court of Milan, when the laws of Italy apply, shall have non-exclusive jurisdiction, respectively.

For End Users in the United States Government, Adobe agrees to comply with all applicable equal opportunity laws including, where applicable, the provisions of Executive Order 11246, as amended; and Article 402 Vietnam Era Veterans Readjustment Assistance Act 1974 (38 USC 4212); and Section 503 of the Rehabilitation Act 1973 and amendments thereto; and the provisions of Title 41 see paragraphs 60-1 to 60-60, 60-250 and 60-741. The clause and provisions on measures to favour members of minorities mentioned in the preceding sentence are incorporated by reference in this Contract.

[Article 26]

Where the law of Singapore is applicable, any dispute arising out of or in connection with this Contract, including any matter relating to its existence, validity or termination, shall be referred and settled conclusively by arbitration in Singapore in accordance with the Rules of Arbitration of the Singapore International Arbitration Centre ("SIAC") for the period of time in force, the rules of which are deemed to be incorporated by reference in this section. An arbitrator selected jointly by the Parties will be present. If the

person in charge of the arbitration has not been selected within thirty (30) days of a Party's written request to switch to arbitration, the President of the SIAC shall make the selection. The language of arbitrage will be English. Irrespective of any time limit, SHIN or the User may request a judicial, administrative or other authority to order interim or protective measures, including injunctive relief, specific performance or other comparable remedies, prior to the commencement of legal or arbitration proceedings or during proceedings, to preserve their rights and interests or to enforce specific time limits appropriate to interim remedies. For legal and interpretation purposes, the Italian version of this Contract shall prevail and be adopted. This Contract shall not be governed by rules on legal conflicts that determine applicable law or the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded here.