

TERMS AND CONDITIONS

Thank you for visiting our website (“[Website](#)”) and our online shopping site (“[Web Store](#)”). To enter our Web Store and order Aximmetry licenses ("Aximmetry Software"), software maintenance plans, unique features ("features"), particular services (“service tickets”), or any other digital assets (all available products collectively referred to as "Aximmetry Products" or “Products”) you need to accept these Terms and complete the registration process via the Website. Aximmetry Products are listed on our [Product site](#). The attributions of Aximmetry Products, such as core features and subscription plan, may be indicated on this Product site and Web Store.

1. CONCLUSION OF THE CONTRACT

1.1. The following terms and conditions ("Terms") apply to your visit to our Website and orders made on our Web Store. You acknowledge that this contract (Terms) for the license (or any order) of the Aximmetry Products ordered is concluded between you and us as distant parties as a result of email confirmation by us. Please note that your order in the Web Store will be a payment obligation. The Terms are to be applied between you and us (collectively: “Parties”). Please read the third and fourth chapters of these Terms about how you can send orders to us and how we confirm these orders.

1.2. TO BE ABLE TO USE AXIMMETRY PRODUCTS, YOU MUST ACCEPT THE AXIMMETRY END USER LICENSE AGREEMENT (“[EULA](#)”) AT INSTALLATION; this constitutes the user agreement between Aximmetry Technologies Limited Liability Company (“AXIMMETRY”) and you, as the end-user of Aximmetry Product or Software, specifying the terms and conditions of use. Please read the [EULA](#) before purchasing the Aximmetry Software; the [EULA](#) contains specific provisions, including, without limitation, provisions on license restrictions, warranty disclaimer, limitation of liability and jurisdiction, and governing law; if you are not committed to accepting the [EULA](#), please do not make the order. If the terms of the [EULA](#) and any applicable statement or these Terms are conflicting, the terms of the [EULA](#) shall prevail (except otherwise agreed expressly). The Aximmetry Software and Products are licensed, not sold, to you for your own use under the provisions of the [EULA](#).

1.3. The Aximmetry Products are made for professional broadcast activities. Purchasing the Aximmetry Products is available with registration. Shopping in the Web Store is possible by submitting an order electronically, as defined in these Terms. The contract (Terms) concluded between the Parties upon purchasing the Aximmetry Products shall be deemed a written contract, and English shall be the governing language thereof. It shall be filed by us, retained for five years after its conclusion, and subsequently accessible to you. A link to the effective version of the Terms shall be sent to your e-mail address after any order you make in your account, thereby, you are able to view the Terms concluded between the distant parties and save or print your own version.

2. REGISTRATION

2.1. You need an Aximmetry account on the Website to access and order Aximmetry Products. In your account, you will also have access to the Aximmetry online forum (“Aximmetry Forum”) as well. Before the registration, please read the following documents:

- a) [Privacy Policy](#) ("Privacy Policy"), describing how we collect and use the personal information you provide on the Website and Web Store. Your privacy is important to us; our [Privacy Policy](#) describes our data processing operations, the types of data we collect from you and your devices, how we use this data, and the legal bases we have to process your data. It also describes the choices available to you regarding our use of your personal information, how you can access and update this information, and how you can object in this regard.

- b) [Forum User Guidelines](#) ("User Guidelines") setting out the rules of interacting within our community. Please follow the User Guidelines; AXIMMETRY reserves the right to ban anyone who breaks these rules laid down. In particular, but not exclusively, do not exploit, harm, or threaten other users and any third persons, do not infringe upon the rights of others, do not send spam or engage in phishing, and generally do not do anything illegal.
- 2.2. The above policies and these Terms are also applied during the legal relationship between you and us and any use of the Website or Web Store.
- 2.3. You are required to provide an accurate e-mail address, name, and set your username and password at registration. You agree not to use any false, inaccurate, or misleading information, and acknowledge that providing true and accurate data is a material obligation. YOU EXPRESSLY ACKNOWLEDGE THAT, IN THE CASE OF FALSE INFORMATION PROVIDED, AXIMMETRY HAS THE RIGHT TO DEACTIVATE LICENSES PERMANENTLY OR DEFINITELY WITHOUT THE OBLIGATION TO REFUND RECEIVED PAYMENTS. The registration will be completed after the details have been provided, from which we will send a confirmation message to your e-mail address. By registering, you acknowledge that you have become acquainted with the Terms, [EULA](#), [Privacy Policy](#), and [User Guidelines](#), accept the provisions thereof, and take legal and financial responsibility for your placed orders. If you create an account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. Your account or account credentials cannot be transferred to another entity. By registering, you state that you have reached the legal age of majority.
- 2.4. We shall not be liable for any delivery delays or other problems or errors attributable to erroneous and inaccurate data provided by you, for forgetting passwords, or if the account becomes accessible to unauthorized persons for any reason.
- 2.5. You can cancel or close your account anytime and for any reason; in this regard, please contact us. Please read more in our [Privacy Policy](#) about requesting rectification and erasure of your personal data.
- 2.6. By registering, you receive the following:
- a) Product keys for our free Aximmetry Studio DE and SE Editions. These Editions are a fully functional virtual studio and 3D graphics software. When using them, an AXIMMETRY watermark will be displayed on each video output. We provide these editions for the purpose of a free and time-unlimited trial before making an order with the proviso that the use of the software is subject to the provisions of the [EULA](#). We also provide free watermarked trial editions of all our other software licenses on request at my.aximmetry.com or sales@aximmetry.com. Please note: it is not permitted to use Aximmetry Studio Edition for commercial purposes or any other revenue-generating activities.
 - b) Access to post your comments and questions on our Aximmetry Forum moderated by AXIMMETRY. Through our Aximmetry Forum, you can connect with other users of AXIMMETRY and discuss your questions regarding the use of Aximmetry Software.

3. PLACING AN ORDER

- 3.1. Following registration, you gain access to the Web Store and additional options in the account panel, such as viewing the status of your licenses. Ordering in the Web Store is possible by making an order (offer) submitted electronically.
- 3.2. Your order qualifies as your contractual statement to order the selected Aximmetry Product.

3.3. Details of the Aximmetry Products appear by clicking the *'Product'* button. You can select the Aximmetry Products you wish to buy through the Web Store and add the selected items to your cart using the *'Add to Cart'* button. You can view or change the contents of your cart using the *'Cart'* button. Once you have finalized your cart's content, you can enter your invoicing information by clicking on the *'Go To Billing Information'* button that appears on the interface. Here, you are required to provide billing information, including your name, customer type, address, organization name, and tax number. Please note that several Aximmetry Products are non-transferable licenses, so you are responsible for sending orders on your behalf. **UNLESS OTHERWISE AGREED, WE DEEM THE PERSON SPECIFIED ON THE INVOICE AS THE END USER OF THE AXIMMETRY PRODUCT.**

3.4. Once you have entered all the necessary information, you can enter a coupon code (if you have one) for a discount by clicking on the *'Verify Coupon'* button. Clicking the *'Go To Order Confirmation'* button will direct you to the order confirmation page, where you can identify and correct any input errors made during electronic processing before submitting your order using the *'Place Order And Pay'* button. Until your order is sent, you can correct these errors by deleting items from your cart by clicking the *'Remove'* button. At any stage of the ordering process, until order placement is made, you may withdraw your order by interrupting the ordering process and leaving the order page. After the order is placed, you may withdraw your order by clicking the *'Cancel Order'* button till payment is made. Please note that an uncompleted or canceled order will not be processed. If you have made any incorrigible mistake during the ordering process, please contact us as soon as possible.

3.5. Click the *'Place Order And Pay'* button to submit your order and confirm your contractual statement to order the selected Aximmetry Products. By submitting your order, you acknowledge that you have accepted these Terms and particularly that you are aware of your payment obligation.

3.6. We confirm your order immediately but at least within 72 hours by sending a confirmation email to the email address specified before. This email contains a link to the concluded contract (Terms). At the same time, we send an internal confirmation in the Web Store to prove the acceptance of the order. Your offer (order) may be considered to be finally accepted by us with this confirmation, whereby a valid contract is concluded between the Parties. You shall no longer be committed to your offer if you do not receive these confirmations.

4. PLACE AN ORDER OUTSIDE THE WEB STORE

4.1. **THE WEB STORE IS UNAVAILABLE FOR NATURAL PERSONS RESIDING IN THE TERRITORY OF THE EUROPEAN ECONOMIC AREA (EEA) AND FOR ALL ENTITIES RESIDING IN HUNGARY. THE PERSONS MENTIONED CANNOT MAKE ORDERS THROUGH THE WEB STORE, BUT IF YOU REGISTER AND DECIDE TO PLACE YOUR ORDER, WE WILL CONTACT YOU BY EMAIL.**

4.2. If you still intend to conclude a contract with us, and the Web Store is unavailable for you, these Terms with the following particular provisions are to be applied between the Parties, other than if any other provision of any consumer protection laws is applicable. Please note that it is the sole and individual consideration of us to conclude a contract with you; your order shall not be binding on us. We inform you that Aximmetry Products are not available for Consumers in every country of the world; for further information, please contact us. The term Consumer ("Consumer") means any natural person acting for purposes which are outside their trade, business, or profession.

4.3. As described above, you can submit your order using the *'Place Order And Pay'* button, thereby sending an offer to us. After submission, our Sales Team will reach out to you via email to settle the arrangements for the order. The Parties will have individually negotiated these Terms. **IN THIS CASE, YOUR SUBMISSION QUALIFIES AS AN OFFER RECORDED BY THE WEB STORE SYSTEM,**

WHEREAS A CONTRACT WILL BE CONCLUDED BETWEEN THE PARTIES ONLY LATER AND BY THE EXPRESS AND MANUAL ACCEPTANCE EMAIL OF US. This acceptance email shall contain detailed information about your payment duties (amount, deadline).

4.4. AFTER SUBMISSION, YOU ARE NOT ENTITLED TO COMPLEMENT YOUR OFFER (UNLESS OTHERWISE AGREED BY THE PARTIES), BUT AT THE SAME TIME, YOU SHALL NOT BE BOUND BY YOUR OFFER; HENCE, YOU ARE ALLOWED TO WITHDRAW IT ANYTIME UNTIL YOU MAKE THE PAYMENT.

5. PRICING

5.1. Please visit our Web Store to view the most up-to-date price list. For prices of services that are not listed, please contact us.

5.2. THE PRICES DISPLAYED IN THE WEB STORE ARE EXCLUSIVE OF VALUE-ADDED TAX AND OTHER PUBLIC DUES SUCH AS CUSTOMS AND TARIFFS. The prices are stated in USD and EUR, and you may select the preferred currency. You agree that all displayed prices payable shall be paid free and clear of, and without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, charges or other deductions or withholdings levied in any jurisdiction from or through which payment is made on behalf of you, unless such deduction or withholding is required by applicable law, in which event you undertake to pay additional amounts so that we entitled to such payments will receive the amount that we would otherwise have received had such deduction or withholding not been required. YOU SHALL NOTIFY US IF ANY WITHHOLDING TAXES ARE APPLICABLE TO YOUR PURCHASE IN YOUR COUNTRY OF RESIDENCE, FOR WHICH YOU SHALL BEAR FULL LIABILITY. If you are a natural person, please note that you may be subject to value-added tax or similar obligations, you may contact us for accurate pricing information.

5.3. We reserve the right to modify the prices of Aximmetry Products available for order from the Web Store. Any changes will take effect on the same date as their publication on the Web Store. If an obviously incorrect price is displayed in the Web Store, we are not obliged to deliver any Product at the wrong price but may offer delivery at the correct price. You may rescind your order to buy the Product in the knowledge of the correct price. In the event that any Aximmetry Products are delivered at an incorrect price by mistake, we may exercise the right of cancellation for up to eight days after delivery.

6. PAYMENT, BILLING, AND REFUNDS

6.1. Payment for Aximmetry Products can be initiated by credit card, PayPal, bank transfer, or by inCoin®. BY PLACING AN ORDER, YOU ACKNOWLEDGE THAT YOU HAVE AN OBLIGATION TO PAY, AND PROCESSED PAYMENTS WILL NOT BE REFUNDED BY US.

6.2. Orders are valid for 30 days from the date of its issue, your order will be invalidated if the amount is not paid within these periods. Full payment is required in advance for any Aximmetry Product before delivery. Please note that the security check on the online payment transaction may take up to 24 hours, and the selected and ordered items may only be received after that. After we receive your payment:

- a) In the case of licensing Aximmetry Software, you will be sent the product key to give you access to your ordered license.
- b) In the case of the rental of Aximmetry Software or particular features related to Aximmetry Software, we will activate your access. You can check on my.aximmetry.com and <https://aximmetry.com/products> for the duration and other conditions of your access.
- c) In the case of licensing digital assets, you can check on my.aximmetry.com that you can download your newly ordered files.

- d) In the case of ordering software maintenance, you can check on my.aximmetry.com your eligibility for software maintenance, and you will receive access to software updates.
- e) In the case of ordering services or any unique digital asset, our local sales representative will contact you to organize your appointment for delivery. Please note that you have full responsibility for providing accurate contact details. The delivery date is subject to a specific prior agreement, hence please contact us.

6.3. We shall deliver the ordered Aximmetry Product after your payment. **YOU SHALL LOSE ALL OF YOUR WITHDRAWAL RIGHTS AFTER THE SOFTWARE KEYS' DELIVERY.**

6.4. Your invoice will be emailed to your registered email address after payment is received. You accept the electronic invoice issued by us, complying with the legislation in force and downloading it from the e-mail sent by us.

6.5. We do not accept returns and do not offer refunds. All financial transactions are final.

7. CANCELLATION

7.1. We reserve the right to *cancel ab initio* already confirmed orders, either in whole or in part. We have no right to cancellation eight days after you have received the ordered Aximmetry Product except otherwise stated in these Terms.

7.2. You are entitled to cancel or withdraw from these Terms until payment is made. **AFTER PAYMENT, YOU SHALL LOSE THESE RIGHTS EVEN IF YOU SUBMITTED YOUR ORDER AS A CONSUMER.** Please note that you can try the full feature set of all Aximmetry Software by testing our free Studio Editions for an unlimited time period or by requesting a trial of our other software licenses. For services, we provide descriptions and deadlines in writing before you make an order. Since you can test the Aximmetry Products before concluding the contract, you should have no right of withdrawal or cancellation.

7.3. Under no circumstances shall we be liable for reimbursing any damages caused by a cancellation.

8. TERMINATION

8.1. You acknowledge that these Terms, the [EULA](#), or other related license agreements may be terminated by us if you violate the provisions thereof. (termination with cause and with immediate effect)

8.2. Particular Aximmetry Products are provided on a continuous delivery basis, such as rental-type licenses (software rental, feature rental, rental-to-own constructions, hereinafter collectively referred to as "rental licenses"). You acknowledge that we may terminate such services without reasoning, with one (1) month notice period. You may terminate such services without reasoning; however, in this case, you shall not be entitled to any reimbursement for the paid fees. (termination without cause de futuro)

8.3. Under no circumstances shall we be liable for reimbursing any damages caused by termination.

9. COMPATIBILITY, FUNCTIONALITY, INTEROPERABILITY

9.1. Aximmetry Software is a virtual studio and 3D graphics software. You can read our product descriptions on the link below: <https://aximmetry.com/products>.

9.2. For more information, please visit our Website or contact us.

10. WARRANTY

10.1. Warranty rights provided by any laws shall not be applicable unless they are binding statutory.

10.2. The warranties expressly set forth in the [EULA](#) or otherwise in writing are the only warranties and representations enforceable against us. We decline any claims related to promises or statements made by any sales or marketing persons or made on the Website or in marketing materials. Regarding functionalities of the Aximmetry Software, please read the documentation carefully, and please note that there are provisions of warranty disclaimers in the [EULA](#). If we provide a warranty, it shall be indicated as a warranty expressly; therein, the terms and duration of the warranty shall be described.

10.3. If you find bugs or alleged defectivity, please contact us at Aximmetry Forum. You shall be required to inform us of any lack of significant conformity without delay. You acknowledge that computer and telecommunications systems are not fault-free, and downtime occasionally occurs. We do not state, warrant, or guarantee that the services will be uninterrupted, timely, secure, or error-free or that content loss will not occur. Furthermore, we do not warrant releasing updates to Aximmetry Products.

10.4. Unless otherwise agreed, any of your warranty rights (if you have any) shall lapse after one year from the delivery date.

11. LIMITATIONS

11.1. YOU MAY ONLY USE THE WEB STORE AND WEBSITE AT YOUR OWN RISK AND ACCEPT THAT WE DO NOT ASSUME ANY LIABILITY FOR PECUNIARY AND NON-PECUNIARY DAMAGES CAUSED DURING USE OTHER THAN LIABILITY FOR A BREACH OF THE TERMS CAUSED INTENTIONALLY. Please note that AXIMMETRY has expressed several limitations in the [EULA](#) too.

11.2. We are not responsible for your content or other material and activities. Such contents and activities are not attributable to us and do not represent the views of us.

11.3. We will only be liable for intentional breach of material obligations or as otherwise required by applicable law. Neither we nor our agents or representatives will be liable for any indirect loss, including financial loss, such as loss of profits (except for damages caused by willful, malicious acts).

11.4. You undertake to defend, indemnify and hold harmless us and our affiliates, and our respective employees, contractors, agents, officers and directors, and the brand of Aximmetry Products from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to your use of any Aximmetry Product.

12. CONTRACTING ENTITY, COMPLAINTS

12.1. If you live in (or, if a business, your principal place of business is in) the US, you are contracting with, and all references to "we" or "us" in these Terms mean, **AXRT AS**, (e-mail: peter@axrt.no, registered office: Barkvedstraen 24, 1130 Strand, 4100 Jørpeland, Norway), except in the case of cloud services. In any other case, you are contracting with, and all references to "we" or "us" in these Terms mean **Aximmetry Technologies Limited Liability Company** (e-mail: sales@aximmetry.com, registered office: Gömb utca 26., Budapest, 1139 Hungary).

12.2. You may submit your complaints by contacting us at or via post or e-mail. We only accept complaints submitted through the aforementioned addresses. If you encounter any technical issues or have complaints while using the Software, please seek assistance from the Aximmetry Forum.

12.3. The complaint shall contain the cause of the complaint and the information necessary to identify the complainant or the order. We examine and respond to the written complaint on its merits within 30 days. All rejections must contain the justification for the rejection.

12.4. We keep a record of the complaint and a copy of the response for five years. Please read more about your privacy rights in our [Privacy Policy](#).

13. CHANGES TO THE TERMS OF SERVICE

We may change these Terms from time to time without notice you. The Terms in force at the time you place your order will govern your order and serve as the contract between us. Please make sure to check the Terms each time you make an order in our Web Store. Your continued use of our Web Store following the change of the Terms means that you accept and agree to the changes.

14. INTELLECTUAL PROPERTY AND TRADEMARK OWNERSHIP INFORMATION

14.1. The Website, Web Store, Aximmetry Software, documentation, logos, trademarks, icons, and interface in whole or in part are owned by AXIMMETRY and are protected by all applicable copyright laws. Anyone who copies or uses any or all portion of the protected items or its supplementary materials without obtaining the prior written permission of AXIMMETRY is violating copyright or other intellectual property law and may be liable to AXIMMETRY and its licensors in particular for damages or may be subject to criminal penalties.

14.2. Please contact us if you need to use an AXIMMETRY logo or other elements of brand identity prior to application.

15. JURISDICTION, GOVERNING LAW

15.1. IN THE EVENT OF ANY DISPUTE ARISING FROM OR IN CONNECTION WITH THE PRESENT CONTRACT, SO ESPECIALLY WITH ITS BREACH, TERMINATION, VALIDITY, OR INTERPRETATION, THE PARTIES EXCLUDE THE STATE COURT PROCEDURE AND AGREE TO SUBMIT (based on the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, also known as the "New York Arbitration Convention" or the "New York Convention") THE MATTER TO THE EXCLUSIVE AND FINAL DECISION OF THE PERMANENT ARBITRATION COURT ATTACHED TO THE HUNGARIAN CHAMBER OF COMMERCE AND INDUSTRY (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The number of arbitrators shall be three, and the language to be used in the arbitral proceedings shall be English. The parties exclude the possibility of the retrial of the proceedings as regulated in Section IX of Act no. LX of 2017 on Arbitration. IN ORDER TO SETTLE THE LEGAL DISPUTE, THE HUNGARIAN SUBSTANTIVE LAW SHALL APPLY, EXCLUDING ITS PRIVATE INTERNATIONAL LAW RULES.

15.2. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

15.3. Any claim related to these Terms must be filed to the Arbitration Court within one year of the date you could first file the claim. If not filed within that time, then it's permanently barred.

16. MISCELLANEOUS

16.1. The Web Store is an information system, and its use does not pose any risk, but we recommend taking precautions: use and install updated anti-virus and anti-spyware software. Shopping in the Web Store assumes that you are aware of the technical limitations of the Internet and accept the potential for errors associated with technology.

16.2. The beta version of any Aximmetry Product shall not be used for commercial purposes. In addition, publishing such products aimed to detect major errors, bugs, and test conformity; therefore, we do not take liability for error-free running.

16.3. You may not assign these Terms to another individual or entity. This also means that you may not transfer our services, Aximmetry Products, and Software to other entities unless you have a separate agreement with us.

16.4. We have no obligation to maintain the provided services for an indefinite period. Therefore, we are entitled to decide on the list of Aximmetry Products and change the substantive contents thereof for the future.

16.5. We inform you that we may not accept orders from entities that appear on any United States or European Union list of prohibited or restricted parties.

16.6. These Terms and the referred [EULA](#) constitute the full, complete agreement between you and us concerning the Products and supersede all prior agreements and understandings, either oral or in email. Unless otherwise communicated to you by us in writing, the conditions of these Terms shall apply. In the event of any conflict between the [EULA](#) and these Terms and Conditions, the provisions of the [EULA](#) shall prevail.

16.7. Should any part or provision of these Terms be found to be contrary to law by any competent jurisdiction, that part or provision shall be enforced to the maximum extent allowed, and the remaining Terms shall remain in full force and effect.

16.8. The ENGLISH version of these Terms will be the governing version used when interpreting or construing these Terms. Any translations thereof shall exclusively be provided for information purposes without any binding force, and in no event shall we be liable for any direct, indirect, incidental, special, or consequential damages or damages whatsoever resulting from any incorrect, incomplete translations.