

Terms of Use

These are the Terms of Use for VizSeek, whether as a cloud solution or on-premises solution.

Thank you for using VizSeek®.

The VizSeek visual search engine may function on a desktop or mobile device and may be installed either in a cloud or on-premises environment. The search results may be returned to the user via the VizSeek user interface (UI), or via another interface as determined by the Client.

The search engine uses shape, or a combination of shape and text, to locate images (photos), 2D drawings, pdfs, 3D models, Microsoft Office documents, and other types of files containing needed data.

VizSeek is the proprietary technology of and is entirely owned by Imaginestics LLC. The VizSeek search technology is or has been incorporated into other named systems, listed at bottom, all of which are the property of Imaginestics; these terms apply equally to all of these systems, as well as any others that may come into being.

In addition to being a trademark, VizSeek is a legally registered d/b/a corporate name for Imaginestics LLC. Reference to either VizSeek or Imaginestics as a company means the same entity.

These **Terms of Use** ("Terms") cover your use of VizSeek and all services, software, content and other materials accessed through Imaginestics' servers in the VizSeek Oracle cloud environment, the Client's cloud environment, the Client's on-premises servers, or third-party servers used by the Client. By using any of these services, all individuals, companies, and organizations with access to the VizSeek technology agree to be bound by these Terms.

To be eligible to use the services, you must meet the following criteria and represent and warrant that you: (1) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (2) are not currently restricted from the services, or not otherwise prohibited from having an account with us, (3) are not a competitor of Imaginestics or are not using the services for reasons that are in competition with Imaginestics; (4) will not violate any rights of Imaginestics, including Intellectual Property Rights such as copyright or trademark rights; and (6) agree to provide at your cost all equipment, software, and internet access necessary to use the services.

Further, as a US company, Imaginestics states that this agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the Parties from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party under this Agreement, or any products using such technical information, to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate governmental agency in accordance with Applicable Law.

Client agrees to: (1) Keep each user's password secure and confidential; (2) not permit others to use your account; (3) refrain from using other users' accounts; (4) refrain from selling, trading, or otherwise transferring your VizSeek account to another party, other than those companies contractually in a reseller or similar position with Imaginestics. Further, you are responsible for anything that happens to your account until you close it or prove that it was compromised due to no fault of your own.

Links to other websites, as well as interoperability of Imaginestics' technology with third-party applications, do not imply an endorsement of the products, features, services or materials disseminated by suppliers at those websites or developers of those applications, nor does the existence of a link to another website or interoperability with an application imply that the organization or person publishing at that website or developing the application endorses any of our content or services.

Clients using a cloud solution for Imaginestics' technology are responsible for all data uploaded and agree not to upload anything that is inappropriate, harmful, illegal, in violation of this Agreement, or that represents a trademark, design, patent, trade secret or copyright infringement. Client releases Imaginestics from all liability and responsibility in the event of such violation.

Clients further agree not to attempt to upload any malicious software, or to attempt to copy, download or mirror any Imaginestics software.

If you purchase any services that Imaginestics offers for a fee on a subscription basis, you agree to Imaginestics storing your banking information for future payments. You also agree to pay the applicable fees for services as they become due, plus any related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the date that your subscription to the service expires or is terminated.

Unless otherwise agreed by Imaginestics in writing, all fees and charges are nonrefundable and there are no refunds or credits for partially used time periods when VizSeek was available to the Client.

All subscription fees for your Plan are billed in advance of each billing cycle. Subscriptions to the service may begin with a paid Proof of Concept (POC, also known as a Trial Period or Sandbox). Companies choosing to pay for the POC by ACH agree that their financial information will be retained by Imaginestics until it is no longer needed for the POC.

You may cancel your account at any time by contacting support@vizseek.com, with the understanding that the account will remain available, and payments drawn from your ACH for the full term of the agreement. Upon cancellation of your account and expiration of the agreed time period, you will lose access to the service and any data or information stored within your account. Imaginestics will work with you to download any data you wish to retrieve while the account is active and is in no way liable for loss of such data past the expiration date of the account. All Client data from expired services in the cloud environment, whether free trials, POCs or live accounts, will be deleted by Imaginestics staff within 30 days of expiration of services.

Pricing and plans are based on the most recent pricing published by Imaginestics, are valid as of the date of the start of the account and are subject to updates and changes. Imaginestics will make every reasonable effort to notify Clients of changes.

The client acknowledges that interruptions in Internet-related services happen which are beyond the control of Imaginestics, and that Imaginestics shall not be held liable for such interruptions of service. Additionally, Client acknowledges that regularly scheduled maintenance and upgrades to system take place sometimes, and that Imaginestics shall not be liable for interruptions of service. Whenever possible, Imaginestics shall schedule maintenance and upgrades at times of least-anticipated usage and, whenever possible, shall give advance notice of such activities. While it is the service provider's objective to make its visual search sites accessible 24 hours per day, 7 days per week, Client acknowledges that web-based services may on rare occasions be temporary unavailable due to circumstances both within and outside of the control of Imaginestics.

Imaginestics and Client each agree to permit the reference of its company by the other party for marketing and promotion purposes. The use of logos and graphic images is not implied and is to be agreed or declined on a case-by-case basis.

These Terms of Use shall be binding to each Party's respective heir(s) and lawful successor(s); however, no Party hereto may assign the Terms and any Agreement in whole or in part without the prior written consent of the other Party.

Imaginestics will sometimes implement upgrades and updates to its technologies. For Clients using cloud services, these improvements will happen automatically and require no action on the part of Client. For

Clients using an on-premises solution (this includes a VizSeek installation in a client cloud environment), these improvements will be delivered through methods agreed by both parties.

The client agrees that the service being purchased is the functionality, serviceability and features of the selected technology provided by Imaginestics as of the date the account was started. There is no expressed or implied agreement in these Terms for Imaginestics to make any changes, upgrades, or customizations to its software on behalf of Client. Should Imaginestics implement changes to its software as requested by Client in writing, Client agrees that such a request is considered a purchase order for customization of the selected software. A separate document will be created as an Agreement to reflect additional charges for customization. The client agrees that implementation of such customization will take place only after payment for this work has been received. Client further agrees that implementation of such customization will take place only after sufficient testing and on a timetable determined together by Imaginestics and the Client.

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The compilation of data, visual images and product categorizations created as part of these services contain elements protected by trademark, service mark, trade dress, copyright, and/or other laws, and may not be copied or retransmitted in whole or in part except as is permitted by agreement between the Client and the owner(s) of such elements.

These Terms shall be governed by and construed in accordance with the laws of the State of Indiana, United States of America, which is also the place of resolution of any conflict. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Latest update: April 2024

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