

1. Scope of these conditions

- a) These conditions apply to the use of those Vercator Services introduced on the 'Platform' tab of our website.
- b) To access these Services, prospective users must register for an Account found [here](#) on our website. They must also confirm acceptance of these conditions either on behalf of their employer or, if they are self-employed or in partnership, on behalf their business.
- c) These conditions apply to commercial users both during their free trial and subsequent commercial use. Vercator Services are supplied on a business-to-business basis and are not available for personal use, so consumer protection provisions do not apply.
- d) These conditions also apply to *bona fide* academic and charitable users (both institutions and individuals) subject to some variations shown in their application form requested [here](#).

2. Charges for services

- a) Charges for use of Vercator Projects are made on the supply of each service at the rates specified on the pricing page as published on the date of that supply.
- b) Invoices are raised monthly on the first working day of each month to collect payment for the charges incurred in the previous month, thus in arrears.
- c) Our charges may be subject to VAT or other sales taxes, depending on the channel of payment and the tax residence of each user. A statement of our procedures for applying such taxes is found [here](#).
- d) Failure to pay an invoice within the payment terms period will result in the Vercator account not allowing further processing until the outstanding invoices are settled.

3. Administration of accounts

- a) On application for an Account, prospective users must have provided us, in confidence, with their business profile and the contact details of their lead administrator (see below); we may use this in administering the account and also for directing promotional material to that user.
- b) Lead administrators have the power to nominate those colleagues who may use the Vercator service on their Account and to cancel any such nomination. Accordingly, they have the responsibility to track, manage usage and ensure payment for usage by those who obtain login rights. A lead administrator also has the power to appoint and deselect other administrators, each having the same powers and responsibilities as the initial lead administrator, including the power to appoint and deselect users and other administrators.
- c) Nominated users must each create a password for future login and may then manage any change in that password. Where a valid password has been used at login, we accept no liability for the unauthorised use of the related account.
- d) Subscribers, administrators, and users have no right of access to Vercator software nor its embedded third-party programs, nor do they have any rights to improvements to Vercator software that may be introduced as a result of our providing services to them.

4. Uploading scans & data

- a) Users point cloud datasets and supporting data must be supplied in a format supported by the Vercator Cloud (as listed [here](#)). They must be complete and be available for transfer to the Vercator Cloud which is hosted on the Amazon Web Services (AWS) platform.
- b) We shall receive original data 'as is' and shall have no responsibility to correct any errors in them, however manifest.
- c) The material should not infringe any third party's rights (e.g. an originator's creative rights or an individual's right of privacy), nor offend against good taste and common decency. Account holders will be responsible for the financial and any other consequences of any shortcomings in these areas.

5. Storage and use of customer data

We hold users' data and datasets in AWS N. Virginia, USA, subject to their legal terms [here](#) & [here](#) and also subject to these further conditions:

- i) we shall not disclose to or permit access by third parties to the datasets unless, first, on the clear instruction of the user or, secondly, pursuant to a valid regulatory requirement and then not without first giving the user the right to appeal against disclosure
- ii) we may access such data where incidentally required when providing customer support or maintenance under a support ticket
- iii) we may publicise the business and/or company name of each commercial subscriber
- iv) we may collect statistical data in support of fee calculation and, in anonymised form only, for promotional purposes. In addition, we may collect data in the categories used by Google Analytics and similar service providers, such data to include the profile of the device used by visitors to our site, the country code of their IP address, and their journey through our site. But we do not collect or retain any personal data about our visitors.
- v) we may use pseudonymised segmented elements of any registered database to 'teach' our AI based system for object and feature recognition (except where for any project the user has opted to decline our permission to do so).

6. Knowledge base & support

- a) We provide information and guidance on the optimal ways of using the Vercator Cloud through the following channels:
 - i) Our 'knowledge base' provides comprehensive information on all our Services
 - ii) Our 'chatbot' provides a route to contact our specialists who will respond in UK office hours
 - iii) Our customer support portal enables delivery of reports on more complex problems, thus providing further help and support
- b) While we will use our best efforts to provide support through the channels identified above, **we shall have no liability for the economic and/or business consequences of any failure of our services to deliver results of the quality required by any User.**

7. Export and ownership of processed datasets

- a) Users may export processed datasets in a format as listed [here](#) either by transfer to cloud sectors controlled by them and/or their nominees and/or by download to local IT systems.
- b) Processed datasets, including registered scans are 'derived works', the rights to which are owned by the commissioning user subject to any third-party prior interests and to the terms of condition 7.b.
- c) Users may publicise the fact that derived works have been created using Vercator Services.

8. Termination

- a) Lead Administrators may close their Account at any time on lodging a closure request via our support portal [here](#), with at least 7 days' notice. When verified, all data held in and relating to that Account will be deleted; but, per clause 2.d, no tokens will be refunded.
- b) We may, on notice, decline to supply services to any holder of an Account who is in breach of these Terms & Conditions.

9. Choice of law

Vercator services are supplied from a cloud platform that is controlled from England. Accordingly, these terms of service shall be interpreted and applied in accordance with English law.