



Flashgroup Standard Terms and Conditions of Sale

This agreement regulates your purchase and use of our services. When registering for a free trial period of our services or using our service as a official Flashgroup reseller, this agreement also governs that period. By accepting this agreement, or by selecting a field indicating your acceptance or by executing an order form referred to in this agreement, you agree to all the terms of this agreement. When you enter into this Agreement on behalf of a company or other legal entity, you hereby confirm that you have the authority to bind that entity and its affiliated entities to these Terms, in which case "you" or "your" will refer to the legal entity and its affiliates. If you do not have this authority, or if you do not agree to the terms, you must not accept this agreement and you may not use our services.

You may not use our Software and Products when You are our direct competitor unless You have our written consent. In addition, it is not permitted to use our services for the purpose of tracking its availability, performance or functionalities, or for any other benchmarking or competing purposes.



DEFINITIONS

"**Order form**" means an order document and all associated attachments and additions on which the Software and Products are to be provided by Us to You are listed.

"**Documentation**" means Our online user manuals, documentation, and help and training materials, updated from time to time.

"**Software**" means the Flashgroup software ordered by You as part of a trial period or an Order Form and made available online by Us.

"**Products**" means the soft- and/or hardware products ordered by You as part of a trial period or an Order Form and made available online by Us, including all associated offline components, as described in the Documentation.

"**Purchased Services**" refers to Software or hardware Products purchased by You or Your affiliate through an Order Form, which can be distinguished for a trial of services provided.

"**End-User**" means an individual authorized by You to use a Service, for whom You have ordered a Service, and to whom You (or We at Your request) have provided access to the Service. Users may include your employees, consultants, contractors and intermediaries.

"**Affiliated company**" means any legal person that directly or indirectly controls, is controlled by, or is under the same control as the legal entity in question.

"**Governance**" for the purposes of this definition, means, directly or indirectly, ownership or possession of more than 50% of the voting rights of the legal entity entering into the agreement.

"**Content**" means information obtained by Us from Our content licensors or publicly available sources and provided to you based on the order form, as more fully described in the Documentation.

"**Installation**" stands for the carrier that has the Flashgroup License and relevant software. These can be Installations; PC, Oculus Quest (or other HMD), Onero-X VR Box etc.

"**Opening hours**" Monday to Friday between 08:00 and 18:00 GMT +1.



"**Agreement**" stands for this Terms and Conditions of Sale Agreement.

"**You**" or "**Your**" or "**Client**" means the company or other legal entity for which You enter into this agreement and its affiliated companies or legal entities."

"**Your Data**" means electronic data and information submitted by or for You to the Purchased Services or collected and processed for You using Purchased Services, excluding the Content and Non-Flashgroup Applications.

"**We,**" "**Us**" or "**Our**" means Flashgroup or it's appointed Affiliate partner.

1. ORDER AND ACCEPTANCE

1.1. Order Process. The order process will be conducted following the instructions outlined in the Flashgroup agreement. The Client must follow the steps provided to place an order for the Products.

1.2. Quotation and Acceptance. By accepting Flashgroup's quotation, the Client confirms the order and agrees to proceed with the purchase based on the terms provided.

1.3. Invoicing and Payment. After the Client places an order by accepting the quotation, Flashgroup will issue an invoice for the agreed amount. Payment must be made in full before Flashgroup proceeds with the delivery of the Products.

1.4. Commencement of Delivery. Upon receipt of full payment, Flashgroup will commence with the delivery of the Products as per the terms specified in the Agreement.

1.5. Future Functionality. You acknowledge that your purchases are not dependent on the provision of any future functionalities or features, or are dependent on any oral or written public comments made by Us about future functionalities and features.

2. FEES AND PAYMENT FOR PURCHASED SERVICES

5.2. Invoicing and Payment. You will provide us with a valid quotation or alternative document that is reasonably acceptable to Us. We will charge the fees in advance and otherwise in accordance with the applicable Order Form. Unless otherwise described in the Order Form, invoiced charges are due net 30



days after the invoice date. You are responsible for providing Us with complete and accurate billing and contact information and for notifying Us of any change to such information.

5.3. Cancellation of Purchase Order. You may cancel an order only with the prior written consent of Us, which We may withhold in its sole discretion. All cancelations will be subject to payment to Us of reasonable and proper cancelation charges. No returns of Off-the-shelf, special, custom, or made-to-order Products will be permitted.

3. DELIVERY AND SHIPPING TERMS

3.1. Delivery and charges. The Product shall be delivered at a location determined by You. You shall pay all delivery costs and charges. Partial deliveries are permitted. We may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Us of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, You shall notify Us within ten (10) days after receipt.

3.2. Risk of loss. Risk of loss shall pass to You upon delivery pursuant to section 3.1. except that for export shipments from the Netherlands, risk of loss shall transfer to You upon title passage.

3.3. Delivery to storage. If any Products to be delivered under this Agreement cannot be shipped to or received by You when ready due to any cause attributable to You, We may ship the Products to a storage facility. If We place Products into storage, the following apply: (a) title and risk of loss immediately pass to You, if they have not already passed, and delivery shall be deemed to have occurred; (b) any amounts otherwise payable to Us upon delivery or shipment shall be due; and (c) when conditions permit and upon payment of all amounts due, We shall make Products and repaired equipment available to You for delivery to the End-User.

3.4. Non-delivery of Products. Any liability of Us for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

4. OWNERSHIP AND TITLE

4.1. Ownership of shipped Hardware. For shipments that do not involve export, title to the hardware products pass to You upon delivery. For shipments from the Netherlands to another country, title shall pass to You immediately after each item departs from the territorial land, seas and overlying airspace of the Netherlands. For all other shipments, title to Products shall pass to You the earlier of (a) the port of export immediately after Products have been cleared for export or (b) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When You arrange the export shipment, You will provide Us evidence of exportation acceptable to the relevant tax and custom authorities.

4.2. Software Licensing. The software provided with the hardware is licensed, not sold. The Client is granted a non-exclusive, non-transferable license to use the software, as specified in the End-User License Agreement (EULA). Ownership of the software remains with Flashgroup or its licensors at all times.

4.3. Reservation of Rights. Flashgroup reserves all rights not expressly granted to the Client in this Agreement or the EULA. Any unauthorized use of the hardware or software, including resale, sublicensing, or modification without Flashgroup's explicit written consent, may result in termination of the Client's rights to use the software.

4.4. Intellectual Property. The sale of hardware or the granting of a software license does not transfer any intellectual property rights to the Client, except for the limited rights explicitly granted by Flashgroup in this Agreement and the EULA.

5. INSTALLATION AND TRAINING

5.1. Installation Process. Flashgroup or its certified Affiliate Partner will perform the installation of the Products. Installation will take place at Flashgroup's or the Affiliate Partner's designated site, and no specific conditions or environmental requirements are needed from the Client for installation.

5.2. Training Program. Flashgroup offers a "Train the Trainer" program at additional cost. This program is designed to equip instructors with the knowledge required to train others in the use of Flashgroup's Products. The training is preferably conducted on-site to ensure a high-quality, hands-on experience. Additional costs for these on-site training services, including travel



expenses, may apply and will be specified in the quotation.

5.3. Client Responsibilities. The Client is responsible for providing an appropriate location for the "Train the Trainer" program if training is conducted on their premises. The Client is also responsible for covering any additional costs, such as travel expenses, as stated in the quotation.

5.4. Post-Installation Support. After installation, Flashgroup or its Affiliate Partner will provide ongoing support to ensure the proper functioning of the Products, provided the Client has an active update and support contract. This post-installation service includes follow-up to resolve any issues or queries related to the installation.

6. Returns and Refunds

6.1. Return Policy: Returns are accepted only for defective products that are under warranty and cannot be repaired by Flashgroup or its Affiliate Partner, as outlined in the EULA. The Client must request a return within 14 days of delivery, and the returned product must be in its original packaging and unused. Flashgroup does not accept returns for any other reasons, including change of mind.

6.2. Refund Process: Refunds will be issued for defective products that meet the return criteria. Refunds will be processed using the original payment method. No restocking fees or deductions will apply to the refund amount unless stated otherwise by Flashgroup or the Affiliate Partner. If the product is eligible for a replacement, the Client may opt for a replacement instead of a refund.

6.3. Replacements: For defective products, Flashgroup and Affiliate Partners offer the option of a replacement rather than a refund, at the Client's discretion. If a replacement is chosen, shipping costs for returning the defective product and delivering the replacement will be covered by Flashgroup or its Affiliate Partner.

6.4. Non-Refundable Items: The following items and services are non-refundable:

- a. Software (in any form, including licensed software)
- b. Custom orders
- c. Professional Services that have been delivered



7. DURATION AND TERMINATION

7.1. Duration of the Agreement. This Agreement begins on the date you accept it and remains in effect until all licenses or subscriptions covered by this Agreement have expired or been terminated. In the case of perpetual licenses, the Agreement will remain in effect unless terminated as provided herein.

7.2. Termination by Either Party. Either party may terminate this Agreement under the following circumstances:

- a. **Insolvency or Bankruptcy:** If the other party files for bankruptcy or is subject to any proceedings that may result in insolvency, receivership, or liquidation.
- b. **Failure to Meet Recovery Times:** If Flashgroup fails to meet the agreed Recovery Times (as described in this Agreement) on six or more occasions within a calendar year.
- c. **Violation of Terms:** If the Client or User violates the Terms of this EULA, including but not limited to failure to comply with usage restrictions, payment obligations, or any other terms outlined herein.

7.3. Termination of Access. Upon termination of this Agreement, your access to the Software will be terminated. Access will cease at the end of the last paid period. If physical visitation by Flashgroup is required to terminate access, you agree to provide such access within 14 days of the expiry of the last paid period.

7.4. Effect of Termination. Upon termination, you must immediately cease all use of the Software and destroy any copies of the Software in your possession, unless otherwise agreed in writing by Flashgroup. Any provisions of this Agreement that by their nature should survive termination will remain in effect, including but not limited to intellectual property rights, confidentiality, and limitation of liability.

8. LIABILITY

8.1. Damages suffered by You. Subject to the statutory liability on the basis of mandatory provisions, Flashgroup is never liable for any damage suffered by the Client. Liability for indirect damage, consequential damage, immaterial damage, trading loss, loss of profit or damage as a result of liability towards third parties is also expressly excluded.



8.2. Maximum liability. If and to the extent that, despite the above, Flashgroup has any liability, for whatever reason, Flashgroup's liability is limited to the amount covered by Flashgroup's insurance. If the insurance in any case does not pay out, Flashgroup's liability is limited to the amounts paid by You for Products that are directly related to the legal claims. A series of related damage-causing events applies for the purposes of this article as one event / claim.

Third-party dependencies. The operation of The Product is partly dependent on technical equipment and infrastructures originating from (third-party) suppliers, such as internet connections and hosting, which fall outside the sphere of influence of Flashgroup. Flashgroup is not liable for the functioning of the relevant technical equipment and intended infrastructures and the peripheral equipment used, or for failure or inaccessibility of or malfunctions in The Product, nor for any consequences thereof. You indemnify Flashgroup against all claims by third parties for damage as a result of such a malfunction or defect.

Client liability. The Client is liable for the damage caused by errors in the documents supplied by him such as drawings, calculations, constructions, specifications and implementing instructions. If the Client wishes to make use of third parties (auxiliary persons, ancillary contractors and his auxiliary persons designated by him) during the work to be performed, he is liable for non-compliance or improper compliance with what is stipulated in the quotation, offer or agreement. The Client is also liable for the damage to the work to be performed which is due to unlawful acts of the aforementioned persons;

Third party claims. You indemnify Flashgroup against any claim that third parties could assert against Flashgroup with regard to the execution of the Agreement. You also indemnify Flashgroup against all claims from third parties due to product liability as a result of a defect in a product or system that has been used or delivered by You and that also consisted of equipment, software or other materials supplied / installed by Flashgroup.

9. FORCE MAJEURE

9.1. Definition of Force Majeure. Flashgroup is not liable for any delay or failure to fulfill its obligations under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control. These circumstances include, but are not limited to:

- Acts of God (e.g., natural disasters such as earthquakes, floods, fires)
- Government actions or regulations (e.g., changes in law, import/export restrictions)
- Wars, acts of terrorism, civil unrest



- Labor disputes (e.g., strikes, lockouts)
- Epidemics, pandemics, or other widespread health crises
- Supply chain disruptions, transportation delays, or material shortages
- Power outages or failures in telecommunications, internet, or hosting services

9.2. Notification and Mitigation. If a Force Majeure event occurs, Flashgroup will notify the Client as soon as reasonably possible, specifying the nature of the Force Majeure event and its impact on Flashgroup's ability to fulfill its obligations. Flashgroup will make commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as practicable.

9.3. Suspension of Obligations. If any Force Majeure delays or prevents the performance of the obligations of Flashgroup for a continuous period in excess of 6 (six) months, the Client shall then be entitled to give notice to terminate this Agreement, specifying the date (which shall not be less than 30 (thirty) calendar days after the date on which the notice is given) on which termination will take effect.

9.4. Exclusions. Force Majeure does not excuse payment obligations. The Client remains responsible for making payments for Products and services that have already been delivered.

10. GENERAL PROVISIONS

10.1. Anti-Corruption. You have not received any unlawful or improper bribe, refund, payment, gift or valuable product from our employees or representatives in connection with entering into this Agreement. Customary gifts and entertainment provided in ordinary business dealings will not violate the aforementioned rule.

10.2. Entire Agreement and Order. In the event of conflict or ambiguity between the following documents, (1) the applicable Order form, (2) this Terms & Conditions of Sale, (3) the EULA shall prevail.

10.3. Splitability. If any provision of this agreement is held by the competent court to be contrary to the law, this provision will be considered null and void but the other provisions of the agreement will continue to apply.