

# Terms of Use

Vizbl Systems, Inc.

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These Terms of Use ("Terms") are a binding agreement between you and Vizbl Systems, Inc., a Delaware corporation ("Vizbl," "we," "us," or "our").

These Terms govern your access to and use of vizbl.com, go.vizbl.com, Vizbl-hosted pages, public catalogs, WebAR and 3D viewers, mobile and camera-based experiences, free or self-service accounts, public content, and other products, features, content, documentation, and services made generally available by Vizbl (collectively, the "Platform").

If you or the organization you represent has entered into a Master Services Agreement, Order Form, Statement of Work, Platform and Developer Agreement, Data Processing Addendum, Service Level Agreement, hardware agreement, or other written agreement with Vizbl, that separate agreement governs the subject matter it covers and controls over these Terms to the extent of any conflict.

By accessing or using the Platform, creating an account, uploading or publishing content, or allowing an End User to interact with a Vizbl-powered experience, you agree to these Terms. If you do not agree, do not access or use the Platform.

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#### Schedule 1 - Product and Service Categories

## 1. Eligibility and Authority

You must be at least eighteen (18) years old and legally capable of entering into a binding agreement. The Platform is intended primarily for businesses, brands, retailers, manufacturers, designers, developers, agencies, contractors, dealers, and other commercial users, although certain public-facing experiences may be used by individual End Users.

If you access or use the Platform on behalf of an organization, you represent and warrant that you have authority to bind that organization. In that case, “you” includes the organization, and you are responsible for the acts and omissions of its Authorized Users.

## 2. Definitions

- “Authorized User” means an employee, contractor, agent, or other individual authorized to use the Platform through your account.
- “Customer Content” means data, product information, catalogs, images, photographs, video, audio, text, prompts, measurements, dimensions, CAD files, 3D models, AR assets, materials, textures, trademarks, logos, reviews, ratings, metadata, configuration data, and other content submitted, uploaded, transmitted, selected, or made available by or for you through the Platform.
- “End User” means a shopper, visitor, client, consumer, sales prospect, or other person who interacts with a Vizbl-powered experience.
- “Generated Output” means any image, text, 3D model, asset, material, texture, segmentation, recommendation, classification, placement, render, visualization, conversion, or other output generated or modified through AI, machine-learning, computer-vision, AR, 3D, rendering, or automated features.
- “Policies” means the Privacy Policy, Cookie Policy, Acceptable Use Policy, Professional Use Policy, Prohibited Products Policy, Copyright and Trademark Policy, Review Policy, and other policies made available through the Vizbl legal hub.
- “Third-Party Service” means any third-party platform, cloud service, AI model, app store, browser,

operating system, device, ecommerce platform, payment provider, social network, marketplace, API, SDK, CDN, hosting provider, or other external service.

### **3. Platform and Product Categories**

The Platform may include the product and service categories summarized below and in Schedule 1. These descriptions identify capabilities Vizbl may offer from time to time. They do not represent that every feature is generally available, production-ready, included in any plan, supported in every country, or available to every user. Only features enabled for your account or expressly included in an applicable plan, Order Form, or other written agreement are provided to you.

#### **3.1 Core AR and 3D**

Web AR Viewer, 3D Viewer, AR and 3D Viewer, One-Click AR, Multi-Item AR, smart placement, product configurators, product variants, materials, finishes, colors, modules, QR codes, share links, snapshots, and analytics.

#### **3.2 Specialty Visualization**

AR Rugs, AR Flooring, AR Wall Art, Showroom AR, Construction AR, AutoFit AI, Virtual Try-On, and related photo-based, camera-based, or device-based visualization workflows.

#### **3.3 AI and Generative Features**

AI model generation, photo-to-3D, image generation and editing, scene generation, AI home staging, segmentation, detection, classification, recommendations, material generation, texture generation, and automated asset workflows.

#### **3.4 Public Catalog and Hosted Experiences**

Public product and brand pages, discovery and referral experiences, boards, saves, likes, ratings, reviews, sharing, QR launches, hosted viewers, and successor public-catalog features.

#### **3.5 Developer, Integration, and Professional Services**

APIs, SDKs, webhooks, embeds, plugins, ecommerce integrations, 3D modeling, CAD conversion, asset optimization, implementation, onboarding, hardware, white-label, OEM, and enterprise services may be offered under separate terms, an Order Form, a Statement of Work, or the Platform and Developer Agreement.

### **4. Accounts and Security**

You must provide accurate, complete, and current account information. You are responsible for maintaining the confidentiality of credentials, API keys, tokens, and devices and for all activity under your account.

You must promptly notify Vizbl at [security@vizbl.com](mailto:security@vizbl.com) of suspected unauthorized access or misuse. Vizbl may require identity or authority verification, reset credentials, revoke keys, restrict access, or take other protective action.

You may not create accounts using false information, evade a suspension, share accounts except through authorized team-access features, or sell, lease, transfer, or sublicense access without Vizbl's written consent.

## 5. Free Plans, Self-Service Purchases, Trials, and Fees

Free plans, trials, pilots, previews, proofs of concept, Beta Features, promotional credits, and evaluation services may be modified, limited, suspended, or discontinued at any time without liability. Promotional credits have no cash value and may expire.

If Vizbl makes paid self-service Services available without a separate MSA or Order Form, the checkout page, plan description, and these Terms govern that purchase. Fees may include subscription, active-object, premium-object, usage, token, generation, storage, bandwidth, overage, setup, implementation, modeling, professional-service, hardware, tax, and pass-through charges.

Unless expressly stated otherwise at checkout, paid subscriptions renew automatically for successive periods of the same length until canceled through the available cancellation method. Fees are non-cancelable and non-refundable except as required by law or expressly stated in the applicable checkout terms.

Vizbl's usage measurements, generation counts, API calls, storage records, bandwidth records, and other metering are controlling absent manifest error. Vizbl may change plans, prices, quotas, packaging, and usage rules. Changes to recurring fees generally apply at the next renewal unless required sooner by law, tax, security, a Third-Party Service, or a change requested by you.

## 6. Customer Content

As between you and Vizbl, you retain ownership of Customer Content. You grant Vizbl and its affiliates, subprocessors, service providers, and contractors a worldwide, non-exclusive, royalty-free license during the applicable use period and any permitted retention period to host, store, reproduce, transmit, cache, convert, optimize, compress, adapt, create technical derivative works from, render, display, distribute, analyze, and otherwise process Customer Content solely as reasonably necessary to provide, secure, maintain, support, troubleshoot, and operate the Platform for you, comply with law, and exercise rights expressly granted under these Terms.

Vizbl may use aggregated or de-identified information that does not identify you, an individual, or your confidential assets and is not reasonably capable of re-identification for analytics, security, benchmarking, capacity planning, and improvement of the Platform.

For Customer Content intentionally published to a public catalog, public share page, public brand page, or other public surface, the license includes the right to make that content publicly available and enable End Users to view, save, share, rate, review, embed, and interact with it until you remove or unpublish it, subject to reasonable caching, archival, and backup periods.

You represent and warrant that you own or have all rights, permissions, licenses, consents, and lawful bases necessary for Customer Content and the uses authorized by these Terms, including rights in product designs, photographs, trademarks, trade dress, CAD files, people depicted, locations, personal data, and third-party materials. You are solely responsible for Customer Content and for the products,

claims, dimensions, fit, materials, certifications, safety, legality, and regulatory compliance represented through it.

## 7. Generated Outputs and Ownership

Subject to these Terms and the applicable plan, and as between Vizbl and you, you may use Generated Outputs created for you. Vizbl does not represent or warrant that a Generated Output is protectable by intellectual-property rights, unique, non-infringing, or free from third-party claims.

Vizbl and its licensors retain all rights in the Platform, software, source code, models, algorithms, rendering systems, workflows, prompts supplied by Vizbl, templates, materials libraries, reusable components, tools, documentation, and other Vizbl technology. No rights are transferred except as expressly stated in these Terms or a separate written agreement.

Ownership of custom 3D models, professional-service deliverables, source files, optimized assets, and other commissioned work is governed exclusively by the applicable MSA, Order Form, or Statement of Work.

## 8. Digital Asset Delivery and Extraction Risk

Digital assets delivered through browsers, applications, viewers, public pages, APIs, SDKs, CDNs, and ecommerce storefronts may be viewed, captured, copied, downloaded, scraped, extracted, reverse engineered, reproduced, or misused by technically capable users notwithstanding technical or contractual restrictions.

Vizbl does not guarantee that Customer Content, 3D models, CAD-derived assets, previews, thumbnails, renders, optimized files, converted files, product data, or Generated Outputs will be immune from unauthorized access, extraction, copying, or misuse. You are responsible for deciding whether an asset is suitable for digital delivery and assume the associated risk, except to the extent directly caused by Vizbl's willful misconduct and only to the extent liability cannot lawfully be excluded.

## 9. AI, Computer Vision, AR, and Visualization

AI, generative-AI, machine-learning, computer-vision, AR, 3D, rendering, segmentation, tracking, placement, sizing, and recommendation features are probabilistic and may produce inaccurate, incomplete, inconsistent, biased, offensive, unsafe, non-unique, or infringing results. Outputs may vary between runs and may resemble outputs created for other users or third parties.

You are solely responsible for reviewing, validating, testing, moderating, approving, and clearing all rights in Generated Outputs before publication, manufacturing, sale, installation, advertising, distribution, or reliance. Generated Outputs are not legal, engineering, architectural, medical, safety, fitment, construction, manufacturing, or regulatory advice.

Vizbl does not warrant exact scale, placement, fit, color, finish, lighting, material appearance, segmentation, tracking, occlusion, surface detection, product compatibility, wheel or tire fitment, construction suitability, body fit, sizing, or real-world results. Final measurements, fitment, clearances, installation requirements, product specifications, safety requirements, and regulatory compliance must be independently verified.

Unless you expressly authorize otherwise in writing, Vizbl will not use Customer Content or Customer Personal Data to train general-purpose or shared AI models for the benefit of other customers or third parties. This restriction does not prevent processing needed to provide the requested feature, use of aggregated or de-identified information as permitted by Section 6, or use of content intentionally made public where otherwise permitted by law and these Terms.

## 10. Camera-Based Features and Virtual Try-On

Camera-based and virtual try-on features may process photographs, video frames, device sensor data, or inferred landmarks to place products or generate previews. Unless expressly stated otherwise, these features are designed for visualization and placement and are not intended to identify an individual or create an identity profile.

If you make these features available to End Users, you are responsible for providing all required notices, obtaining all required consents, and complying with privacy, biometric, publicity, consumer-protection, and other applicable laws.

Virtual try-on and camera-based previews do not guarantee actual fit, size, comfort, safety, appearance, compatibility, medical suitability, or purchasing outcome. Product dimensions, sizing charts, specifications, and suitability must be independently verified.

## 11. Public Catalog, Reviews, and User Contributions

Eligible content may be published to public catalogs or hosted pages and may be indexed, linked, shared, saved, liked, rated, reviewed, embedded, or viewed in AR. Vizbl does not guarantee placement, ranking, traffic, referrals, engagement, conversion, or continued availability.

If you submit a review, rating, comment, profile item, or other public contribution, you grant Vizbl a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to host, reproduce, display, distribute, moderate, translate, and use it to operate and promote the Platform. You represent that the contribution is truthful, lawful, non-infringing, and based on genuine experience where applicable.

Vizbl may remove, refuse, reorder, label, moderate, restrict, or disable public content or features at any time. Vizbl does not endorse or verify user-generated content, ratings, reviews, product claims, sellers, or third-party products. Additional requirements are set forth in the Review Policy.

## 12. Developer Tools and Enterprise Services

APIs, SDKs, webhooks, plugins, embed code, integration credentials, OEM deployments, white-label deployments, enterprise applications, hardware bundles, and other developer or enterprise services are governed by the applicable Platform and Developer Agreement, MSA, Order Form, Documentation, and service-specific terms.

Unless a separate written agreement expressly grants the right, these Terms do not authorize you to distribute, sublicense, resell, expose, or make Developer Tools available as standalone products or infrastructure; embed them in a manner that permits extraction or reuse outside an authorized application; or represent Vizbl technology as your own platform.

Vizbl may version, modify, deprecate, suspend, or discontinue developer interfaces and may require

migration to supported versions. Third-Party Services and app stores are governed by their own terms, and Vizbl is not responsible for their availability, review decisions, changes, security, or data practices.

### **13. Professional Services, 3D Modeling, and Hardware**

Professional services, onboarding, implementation, custom development, 3D modeling, CAD conversion, asset optimization, white-label applications, hardware, and related deliverables are provided only when expressly ordered and are governed by the applicable MSA, Order Form, Statement of Work, hardware terms, and acceptance criteria.

Nothing in these Terms transfers ownership of commissioned deliverables or hardware. Rights, payment, delivery, risk of loss, warranties, acceptance, revisions, source-file delivery, portfolio use, and termination consequences are determined by the applicable separate agreement.

### **14. Acceptable Use and Restrictions**

You must comply with the Policies and applicable law. You may not reverse engineer, decompile, disassemble, or attempt to derive source code or non-public models; bypass security, access controls, rate limits, usage limits, watermarks, or technical restrictions; scrape, harvest, or extract unauthorized content or data; introduce malware or harmful code; interfere with availability or integrity; conduct unauthorized security testing; violate third-party rights; create deceptive or unlawful content; or use the Platform or its outputs to train or improve a competing AI, AR, 3D, visualization, or asset-generation system.

You may not use AI features to create unlawful deepfakes, deceptive impersonations, non-consensual intimate imagery, child sexual abuse material, infringing content, unlawful biometric identification, or content prohibited by the Acceptable Use Policy or Prohibited Products Policy.

You may not resell, sublicense, timeshare, or provide the Platform as a service bureau except as expressly authorized in writing. You may not remove proprietary notices, falsely imply endorsement, or use Vizbl trademarks except under written brand guidelines.

### **15. Third-Party Products, Sellers, and Transactions**

Vizbl is a visualization and technology provider and is not the manufacturer, seller, installer, contractor, architect, engineer, dealer, marketplace merchant, or guarantor of products displayed through the Platform unless expressly stated otherwise.

Purchases, quotes, installations, warranties, returns, refunds, product claims, delivery, fitment, construction work, and disputes involving third-party products or sellers are solely between the applicable buyer and seller. Vizbl does not endorse, inspect, certify, or guarantee third-party products, listings, sellers, reviews, or transactions.

### **16. Privacy and Data Protection**

Vizbl processes personal information as described in the Privacy Policy. Where Vizbl processes Customer Personal Data as a Processor or Service Provider on behalf of a business customer, the then-current Vizbl Data Processing Addendum is incorporated into and forms part of the applicable

agreement to the extent required by applicable Data Protection Laws.

You are responsible for your own privacy notices, consents, legal bases, data-subject responses, retention decisions, and lawful use of the Platform, including camera, photo, body, face, hand, vehicle, room, construction-site, lead-form, and End-User data.

## **17. Vizbl Intellectual Property and Feedback**

Vizbl and its licensors own the Platform, software, source code, object-management systems, viewers, rendering systems, AI models, workflows, user interfaces, Documentation, templates, trademarks, logos, designs, analytics, and all related intellectual property, excluding Customer Content and rights expressly assigned under a separate written agreement.

No rights are granted except the limited right to use the Platform in accordance with these Terms and any applicable plan or separate agreement. All rights not expressly granted are reserved.

If you provide feedback, suggestions, ideas, or improvement requests, you grant Vizbl a perpetual, irrevocable, worldwide, royalty-free right to use and exploit them without restriction or compensation, provided Vizbl does not publicly identify you as the source without permission.

## **18. Copyright, Trademark, and Other Complaints**

Claims of copyright or trademark infringement must be submitted in accordance with the Copyright and Trademark Policy. Vizbl may remove or disable content, suspend repeat infringers, preserve evidence, and cooperate with rights holders or authorities as permitted by law.

You must not knowingly submit false infringement notices or counter-notices. Vizbl is not required to adjudicate ownership disputes and may require parties to resolve disputes directly or through legal process.

## **19. Suspension, Modification, and Termination**

Vizbl may suspend, throttle, restrict, disable, remove, or terminate access to any account, content, feature, or service where Vizbl reasonably believes action is necessary to address security, fraud, abuse, legal risk, nonpayment, usage-limit violations, third-party requirements, intellectual-property claims, harm to the Platform or others, or breach of these Terms or Policies.

Vizbl may modify, replace, or discontinue any feature or service. Rights concerning materially adverse changes to paid committed Services are governed by the applicable checkout terms, MSA, or Order Form.

Upon termination, your right to use the Platform ends. You are responsible for exporting available Customer Content before termination. Vizbl may delete or retain content in accordance with applicable law, its retention practices, the Privacy Policy, DPA, and any separate agreement. Provisions that by their nature should survive will survive.

## 20. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM, SERVICES, DOCUMENTATION, PUBLIC CONTENT, THIRD-PARTY SERVICES, CUSTOMER-FACING EXPERIENCES, AND GENERATED OUTPUTS ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

VIZBL DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUALITY, QUIET ENJOYMENT, SECURITY, AVAILABILITY, RELIABILITY, COMPATIBILITY, AND RESULTS.

VIZBL DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF HARMFUL COMPONENTS, OR COMPATIBLE WITH ANY DEVICE, BROWSER, OPERATING SYSTEM, STORE, THIRD-PARTY SERVICE, PRODUCT, OR USE CASE; THAT DEFECTS WILL BE CORRECTED; OR THAT ANY VISUALIZATION, MODEL, OUTPUT, DIMENSION, COLOR, MATERIAL, FIT, SCALE, PLACEMENT, RECOMMENDATION, OR RESULT WILL BE ACCURATE OR SUITABLE.

## 21. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIZBL AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES; LOSS OF PROFITS, REVENUE, SALES, BUSINESS, GOODWILL, REPUTATION, DATA, CONTENT, CUSTOMERS, OPPORTUNITY, OR ANTICIPATED SAVINGS; BUSINESS INTERRUPTION; COST OF SUBSTITUTE SERVICES; OR CUSTOMER REFUNDS, CHARGEBACKS, ADVERTISING SPEND, LOST TRANSACTIONS, LOST CONVERSIONS, RETURNS, RECALLS, INSTALLATION COSTS, MANUFACTURING COSTS, PRODUCT CLAIMS, REGULATORY CLAIMS, INTELLECTUAL-PROPERTY CLAIMS, OR THIRD-PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY.

FOR VISITORS, END USERS, PUBLIC-CATALOG USERS, FREE USERS, BETA USERS, AND USERS WHO HAVE NOT PAID VIZBL, VIZBL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

FOR A PAID SELF-SERVICE USER WHO HAS NOT ENTERED INTO A SEPARATE MSA OR OTHER SIGNED AGREEMENT, VIZBL'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF: (A) US\$100; OR (B) THE FEES ACTUALLY PAID TO VIZBL FOR THE AFFECTED SELF-SERVICE SERVICE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

A SEPARATE MSA, ORDER FORM, SLA, OR OTHER WRITTEN AGREEMENT MAY PROVIDE A DIFFERENT CAP AND WILL CONTROL FOR ITS SUBJECT MATTER. THESE LIMITATIONS APPLY REGARDLESS OF THEORY OF LIABILITY AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING EXCLUDES LIABILITY TO THE EXTENT IT CANNOT LAWFULLY BE EXCLUDED OR LIMITED.

## 22. Indemnification

To the maximum extent permitted by law, each business Customer, content publisher, seller, Developer, or other commercial user will defend, indemnify, and hold harmless Vizbl and its affiliates, licensors, service providers, officers, directors, employees, contractors, and agents from claims, demands, proceedings, damages, judgments, settlements, penalties, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to Customer Content; products, listings, claims, transactions, installations, or services; use of the Platform; violation of these Terms, Policies, law, or third-party rights; privacy, biometric, publicity, or consent claims; Generated Outputs used or published by that user; or negligence, fraud, or willful misconduct.

This Section applies to an individual consumer only to the maximum extent permitted by applicable consumer law. Vizbl will provide reasonable notice and cooperation at the indemnifying party's expense. No settlement may admit fault by Vizbl, impose obligations on Vizbl, or restrict Vizbl without Vizbl's written consent.

## 23. Dispute Resolution; Arbitration; Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS LEGAL RIGHTS.

Before filing a claim, the claimant must send written notice describing the dispute and requested relief to [legal@vizbl.com](mailto:legal@vizbl.com) and allow thirty (30) days for informal resolution.

For users in the United States, except for eligible small-claims matters and requests for temporary or injunctive relief concerning intellectual property, security, or unauthorized access, disputes arising from these Terms or the Platform will be resolved by binding individual arbitration administered by the American Arbitration Association under the rules applicable to the dispute. The Federal Arbitration Act governs. The arbitration will be conducted by one arbitrator remotely, in Los Angeles County, California, or at another mutually agreed location.

THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION OR ARBITRATION. THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY AS NECESSARY TO RESOLVE THAT PARTY'S CLAIM.

An individual may opt out of arbitration by sending a signed notice by email or mail within thirty (30) days after first accepting these Terms. The notice must include the individual's name, account email, mailing address, and an unambiguous statement opting out. Email [legal@vizbl.com](mailto:legal@vizbl.com) or mail Vizbl Systems, Inc., 155 S. Fair Oaks Ave, Suite 1005, Pasadena, CA 91105, Attn: Legal.

Business Customers outside the United States that do not have a separate written agreement will resolve disputes not settled informally under the LCIA Rules by one arbitrator, seated in London, England, and conducted in English. Mandatory consumer rights and forums that cannot lawfully be waived remain unaffected.

## 24. Governing Law

These Terms are governed by the laws of the State of California and applicable United States federal law, without regard to conflict-of-laws principles, except where mandatory law requires otherwise. Subject to

Section 23, the state and federal courts located in Los Angeles County, California have exclusive jurisdiction.

For business users outside the United States subject to LCIA arbitration under Section 23, the substantive law of England and Wales applies unless a separate written agreement states otherwise.

## **25. Export Controls, Sanctions, and Anti-Corruption**

You may not access or use the Platform in violation of export-control, sanctions, import, anti-boycott, or anti-corruption laws. You represent that you are not located in, organized under the laws of, or ordinarily resident in a comprehensively sanctioned jurisdiction and are not a prohibited or restricted party.

You will not use the Platform for prohibited military, weapons, surveillance, nuclear, chemical, biological, or missile-related end uses or for unlawful bribery, kickbacks, or corrupt payments.

## **26. Communications and Electronic Contracting**

You consent to receive service, account, security, billing, legal, and transactional communications electronically. Marketing communications are subject to applicable consent and opt-out requirements. Carrier rates may apply to SMS.

Electronic acceptance, online checkout, click-through acceptance, electronic signatures, and electronic records have the same force as paper signatures and records to the extent permitted by law.

## **27. Changes to Terms and Platform**

Vizbl may update these Terms. Material changes will be posted on the legal page or communicated by reasonable means before they take effect, except changes required sooner for law, security, fraud prevention, third-party requirements, or urgent operational reasons. Continued use after the effective date constitutes acceptance.

Changes affecting a paid committed term are governed by the applicable checkout terms, MSA, Order Form, or other written agreement.

## **28. Separate Agreements and Order of Precedence**

If you or the organization you represent enters into a Master Services Agreement, Order Form, Statement of Work, Platform and Developer Agreement, Data Processing Addendum, Service Level Agreement, hardware agreement, or other written agreement with Vizbl, that agreement governs the subject matter it covers and controls over these Terms to the extent of conflict.

Unless the applicable written agreement expressly provides otherwise, the following subject-matter rules apply: the MSA governs paid B2B and enterprise Services; an Order Form governs the specific Services, fees, term, quantities, limits, and special commercial terms ordered under the MSA; the DPA governs Processing of Customer Personal Data; the SLA governs only expressly covered availability commitments and service credits; a Statement of Work governs only the identified professional-service deliverables; the Platform and Developer Agreement governs APIs, SDKs, OEM, white-label, and developer services; these Terms govern public, free, and self-service Platform use not otherwise governed by those

documents; and the Policies govern their respective policy subject matter.

An Order Form overrides a provision of an MSA or other master agreement only where the Order Form expressly identifies the provision being overridden or the conflict cannot reasonably be reconciled. A DPA, SLA, Statement of Work, or Platform and Developer Agreement controls only within its expressly stated subject matter.

## 29. Miscellaneous

You may not assign or transfer these Terms without Vizbl's prior written consent. Vizbl may assign them to an affiliate or in connection with a merger, financing, reorganization, acquisition, sale of assets, or change of control.

Vizbl is not liable for delay or failure caused by events beyond its reasonable control. No failure to enforce is a waiver. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will remain effective.

These Terms and the applicable Policies constitute the entire agreement regarding public, free, or self-service Platform use not governed by a separate written agreement. Headings are for convenience only. No third party is a beneficiary except Vizbl parties expressly entitled to limitations or indemnities.

The English version controls over translations. Notices to Vizbl must be sent to [legal@vizbl.com](mailto:legal@vizbl.com) and, where formal notice is required, to the address below. Notices to you may be sent to the account email or posted through the Platform.

## 30. Contact

Vizbl Systems, Inc.  
155 S. Fair Oaks Ave, Suite 1005  
Pasadena, CA 91105, United States  
Email: [legal@vizbl.com](mailto:legal@vizbl.com)  
Security: [security@vizbl.com](mailto:security@vizbl.com)  
Abuse: [abuse@vizbl.com](mailto:abuse@vizbl.com)

## Schedule 1 - Product and Service Categories

This Schedule summarizes product and service categories Vizbl may offer from time to time. It is descriptive only. Availability, names, packaging, technical scope, maturity, geographic availability, and commercial terms may change. Only products and features enabled for an account or expressly included in a plan, Order Form, Statement of Work, or other applicable agreement are provided.

| Category     | Illustrative Capabilities                                                                                                                                                                                 |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Core AR & 3D | Web AR Viewer; 3D Viewer; AR and 3D Viewer; One-Click AR; Multi-Item AR; smart placement; configurators; variants; materials, colors, finishes, and modules; QR and share links; snapshots and analytics. |
| AR Rugs      | Photo-based or camera-based rug, runner, and carpet visualization; scale, sizes, shapes, patterns, textures, orientation, and variants.                                                                   |

|                                    |                                                                                                                                                                                                                                    |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AR Flooring                        | Floor detection, segmentation, pattern and material previews for hardwood, engineered wood, parquet, laminate, vinyl, LVP, tile, stone, marble, mosaic, carpet, concrete, microcement, herringbone, chevron, and related finishes. |
| AR Wall Art                        | Wall-art previews for posters, prints, canvas, gallery walls, split canvas, sizes, frames, and wall placement.                                                                                                                     |
| Showroom AR                        | Branded or white-label showroom workflows, including iPad or mobile catalogs, cached or offline-capable content where offered, scene captures, lead forms, and sales-associate tools.                                              |
| Construction AR                    | On-site visualization and selection workflows for flooring, tile, paint, plumbing fixtures, electrical products, smart-home products, security systems, finishes, proposals, and sign-off workflows.                               |
| AutoFit AI                         | AI or AR visualization for wheels, rims, tires, sizes, finishes, and supported automotive accessories.                                                                                                                             |
| Virtual Try-On                     | Photo-based or camera-based visualization for jewelry, watches, eyewear, hats, hair accessories, apparel, and other supported body-worn products.                                                                                  |
| AR Public Catalog                  | Public product and brand pages, discovery, boards, saves, likes, ratings, reviews, shares, referrals, QR links, and AR launches where available.                                                                                   |
| AI & Generative Services           | Photo-to-3D, AI model generation, image generation and editing, AI home staging, scene generation, segmentation, detection, classification, recommendations, materials, textures, and automated asset workflows.                   |
| Mobile & Distribution              | WebAR, hosted pages, QR codes, iOS App Clips, Android experiences, native applications, and mobile distribution.                                                                                                                   |
| Developer Services                 | REST APIs, webhooks, SDKs, embeds, plugins, bulk upload, product and SKU mapping, variants, analytics, and custom integrations under separate developer terms.                                                                     |
| Ecommerce Integrations             | Shopify, WordPress and WooCommerce, Wix, BigCommerce, Squarespace, Webflow, custom storefronts, and other supported channels.                                                                                                      |
| 3D Modeling & Digital Assets       | 3D creation, scanning where offered, CAD conversion, optimization, compression, retopology, texturing, materials, rendering, animation, QA, and format conversion including GLB, glTF, USDZ, FBX, and OBJ under an applicable SOW. |
| Hardware & Enterprise Applications | Preconfigured devices, accessories, branded applications, deployment, device setup, training, and related services only when expressly included in an Order Form.                                                                  |