

Terms of use for Metaroom® by Amrax

Status August 2025

Metaroom® by Amrax is provided by Synthetic Dimension GmbH with its business address Urstein Süd 19/1/5, 5412 Puch bei Hallein, Salzburg, registered with the Austrian commercial register of the Salzburg Regional Court under FN 532171f (hereinafter referred to as "**Synthetic Dimension**").

1. Scope

- 1.1. These Terms of Use (hereinafter referred to as "**Terms of Use**") apply to all services provided by Synthetic Dimension to its users within the framework of the Metaroom® Scan App and the Metaroom® Workspace platform (the Metaroom® Scan App and the Metaroom® Workspace platform are hereinafter collectively referred to as "**Metaroom**").
- 1.2. Metaroom is primarily aimed at entrepreneurs; however, users may be entrepreneurs or consumers within the meaning of Section 1 KSchG (Austrian Consumer Protection Act) (hereinafter referred to as "**Users**").
- 1.3. The Metaroom® Scan App can be downloaded via the Apple App Store, Metaroom® Workspace can be used via the web browser.
- 1.4. By downloading the Metaroom® Scan App from the Apple App Store and using Metaroom® Workspace, the User expressly accepts these Terms of Use. The User expressly confirms this during the registration process and when activating a fee-based Metaroom package by clicking on the corresponding checkbox.
- 1.5. The Metaroom® Scan app can only be used on iOS mobile devices .

2. Subject matter

- 2.1. Within the framework of Metaroom, Synthetic Dimension provides its Users with free services (hereinafter referred to as "**Metaroom Free**") and fee-based services with various features (hereinafter referred to as "**Metaroom Package**") as well as a free trial version of Metaroom for a limited period of time (hereinafter referred to as "**Metaroom Trial**").
- 2.2. Metaroom enables the capture of interior spaces within buildings (ranging from multiple rooms to entire buildings) and allows users to view the scan results as well as upload them to the cloud. For the paid Metaroom packages and the Metaroom trial, Metaroom additionally generates 3D models of interior spaces, providing a cohesive and editable 3D model along with tools for management, visualization, and processing of the captured 3D models. Furthermore, the paid Metaroom packages allow for the export of the captured 3D models in various 3D and CAD formats.
- 2.3. The Metaroom® Scan App is available for download free of charge. The use of the Metaroom® Scan App may incur data transfer costs from the network operator, which are to be borne by the User.
- 2.4. **Fair use of Metaroom:** For the purpose of Metaroom's fair use, the User agrees not to exceed more than 10 scans per day. Furthermore, each natural person may only register one account under the fair use principle and an account can only be used by a single natural person. If the

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User chooses to use Metaroom in violation of this understanding and carries out more than 10 scans per day, shares his/her account or registers multiple accounts, this shall constitute a breach of these Terms of Use within the meaning of Section 13, unless it is expressly permitted by Synthetic Dimension.

- 2.5. Synthetic Dimension is entitled to improve or further develop Metaroom at any time due to the technical and economic development of the Internet, due to legal regulations or legal requirements as well as due to the further development of its own products as well as products of third parties. This will not incur any costs for the User. The User will be notified of any changes to Metaroom with reference to the option to terminate the contract via the e-mail address provided during the registration process.

3. Registration process

- 3.1. In order to use Metaroom, the User is required to complete the registration process. The minimum age for the registration is 18 years. The registration is free of charge for the User. To register, the User needs an e-mail address as well as a password selected by the User.
- 3.2. The Registration is carried out via the registration form in Metaroom. To register, the User enters his/her data in the registration form; voluntary information is marked accordingly. The User may change his/her details at any time before submitting the registration form.
- 3.3. The User is obliged to provide truthful and complete information in the registration process. Synthetic Dimension reserves the right to check the accuracy of the information in individual cases. There is no right to registration. Synthetic Dimension is entitled to refuse a User's registration within a period of 14 days without giving reasons. Each User can only register once.
- 3.4. After the registration process has been completed, the User will receive a confirmation e-mail to the e-mail address provided by the User. After the activation link sent to the User has been confirmed, the registration process is completed and the User account is activated.
- 3.5. Email verification (Step 3.4) can also be carried out through an external identity provider (Apple, Google, Microsoft, Meta), in which case the policies of the respective provider apply.

4. Metaroom Free

- 4.1. **Scope of services:** Metaroom Free includes the features listed in section 2.2, as well as access to Metaroom. All features reserved for the Metaroom packages are excluded. In particular, it is not possible to continue viewing or editing existing projects in Metaroom Free.
- 4.2. **Conclusion of contract (activation):** Downloading the Metaroom® Scan App creates a contract between Synthetic Dimension and the User regarding Metaroom Free. The user can use Metaroom Free free of charge after completing the registration process, downloading the Metaroom® Scan App and logging in via the respective User account.
- 4.3. **Duration/termination:** A contract regarding Metaroom Free is concluded for an indefinite period of time. The User is entitled to terminate the contract regarding Metaroom Free at any

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time by deleting his/her User account in Metaroom Workspace, discontinuing the use of Metaroom Free and deleting the Metaroom® Scan App from his/her device(s).

5. Metaroom Packages

- 5.1. **Scope of services/prices:** The user can activate fee-based Metaroom Packages with various features via Metaroom® Workspace or via the Synthetic Dimension website. The prices for the available Metaroom Packages and the features covered by the respective Metaroom Package (scope of services) can be found here: <https://amrax.ai/pricing/>
- 5.2. **Conclusion of contract (activation):** A fee-base Metaroom Package can be activated via Metaroom Workspace or the Synthetic Dimension website. To do so, the User logs in to his User account via Metaroom Workspace or the Synthetic Dimension website. By clicking on the "Pricing" button, the User is shown the available Metaroom Packages. The User can select a Metaroom Package by clicking on the "Get Started" button, which redirects the User to the website of the payment service provider Stripe Technology Europe Limited, registration number 0599050, 25/28 North Wall Quay, Dublin 1, D01H104 ("**Stripe**"). The User can either enter his/her address and credit card details here or select an express payment system (e.g. Apple Pay or Paypal) via the correspondingly marked button, which redirects the User to the page of the selected express payment system. Here the User enters the required data and is redirected back to Stripe. By clicking on the corresponding checkboxes, the User agrees to these Terms of Use and the Privacy Policy. If the User is consumer within the meaning of Section 1 KSchG, the User expressly consents to the start of contract fulfilment prior to the expiry of the withdrawal period (cancellation period) by clicking on the corresponding checkbox and acknowledges that he/she loses his/her right of withdrawal (right of cancellation) as a result of the premature commencement of the contract fulfilment. If the user is an entrepreneur, he/she acknowledges by clicking on this checkbox that Synthetic Dimension will start to fulfil the contract immediately. By subsequently clicking on the "Pay and subscribe" button, the User submits a binding offer to Synthetic Dimension to conclude a contract for the selected Metaroom Package (the "**Order**"). Before clicking on the "Pay and subscribe" button, the User may change his/her address and credit card details at any time and/or select a different Metaroom Package after clicking on the "Back" (leftward pointing arrow) button. Immediately after receiving of the Order, Synthetic Dimension will send the User a confirmation email to the email address provided during the registration process, summarizing the content of the Order and confirming the conclusion of the contract as well as the premature commencement of contract fulfilment relevant for consumers within the meaning of Section 1 KSchG, including the loss of the right of withdrawal (right of cancellation). By sending the confirmation email to the User, a contract is concluded between Synthetic Dimension and the User for the selected Metaroom package.
- 5.3. **Metaroom Enterprise:** If the User requires a customized package for the use of Metaroom, the Synthetic Dimension sales team can be contacted directly at sales@amrax.ai. In this case, Synthetic Dimension will provide the User with an individual offer ("**Metaroom Enterprise**"), to which these Terms of Use also apply, unless expressly agreed otherwise between the parties. For users of Metaroom Enterprise Synthetic Dimension additionally offers the payment method "on account".

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- 5.4. **Billing interval/due date:** The Metaroom Packages are invoiced in advance at the User's discretion either on an annual or monthly basis. Unless expressly agreed otherwise between the parties, an annual fee is due upon conclusion of the contract. For monthly payments, the first payment is due upon conclusion of the contract, unless expressly agreed otherwise between the parties, and subsequent payments are due one month after the last due date. For example, if the contract is concluded on January 15, the monthly payments are subsequently due on February 15, March 15, etc. until the end of the contract term or on the last day of the following month if there is no such day in the current billing month (for example, if the contract is concluded on May 31, the due date is June 30) (each a "**Billing Month**").
- 5.5. **Payments:** Payments are automatically collected by Synthetic Dimension on the due date using the payment method selected by the User. In the case of payment on account for Metaroom Enterprise, the User receives an invoice.
- 5.6. **Default of payment (consumer):** If a User is a consumer within the meaning of Section 1 KSchG, Synthetic Dimension is entitled to suspend or discontinue the access to the respective Metaroom Package and to pursue the claim in and out-of-court if the User is in default of payment.
- Default of payment:** If a User is an entrepreneur, Synthetic Dimension is entitled to charge interest on arrears at a rate of 9.2% above the prime rate and all costs necessary for collection. If the User's default exceeds 14 days, Synthetic Dimension is entitled to block the respective Metaroom Package for the User.
- 5.7. **Price adjustment :** If a User is an entrepreneur, Synthetic Dimension is entitled to change the fee for his/her Metaroom Package. Increases or decreases in this fee must be notified to the User in writing via email and shall come into force if the User does not object in writing within 14 days of the notification being sent. If the User objects, Synthetic Dimension shall be entitled to terminate this contract at the end of the period for which the customer has already paid the agreed fee.
- 5.8. **Duration:** The Metaroom Packages are concluded for one month ("**Monthly Subscription**") or one year ("**Annual Subscription**"), depending on the User's choice. Monthly Subscriptions run for one Billing Month (see Section 5.4); the minimum duration for a Monthly Subscription is one Billing Month. Annual Subscriptions run from the day the contract is concluded until the same day of the following year.
- 5.9. **Termination/automatic renewal:** Annual subscriptions are automatically extended for another year unless the User terminates the Annual Subscription in writing or via the User settings under the section "Plans & Invoices" no later than three months before the end date of the Annual Subscription. Monthly Subscriptions are extended for another Billing Month if they are not terminated by the User in writing or via the User settings under the section "Plans & Invoices" by the end of a Billing Month. Synthetic Dimension will notify the User via email to the email address provided during the registration process one week before the automatic renewal takes effect (i.e. one week before the User needs to cancel the respective Monthly or Annual Subscription in order to prevent renewal) that the respective Monthly or Annual

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subscription will be automatically renewed for a further month or year, unless the User terminates it in writing or via the user settings under "Plans & Invoices" in due time.

6. Metaroom Trial

- 6.1. **Scope of services:** Metaroom Trial is a test version of Metaroom and includes the full range of features. Metaroom Trial is free of charge and is only provided once per User for a trial period of 30 days.
- 6.2. **Conclusion of contract (activation):** Metaroom Trial is automatically activated when a user accesses or opens the Metaroom Workspace for the first time. A notification appears informing the user about the start of the trial version, and a contractual relationship between Synthetic Dimension and the user is established in connection with Metaroom Trial.
- 6.3. **Duration/termination:** Metaroom Trial ends automatically after the 30-day trial period, the remaining term is displayed to the customer in Metaroom Workspace.

7. User's obligations and undertakings

- 7.1. In order to be able to use Metaroom to its full extent, the User is required use the latest (browser) technologies or enable their use (e.g. activation of Java script, cookies, pop-ups). If older technologies are used, Metaroom may not be able to be used to its full extent.
- 7.2. The User is required to treat the access data (password, user name) strictly confidential and protect it from unauthorized access by third parties. If the User has reason to believe that the access data (password, user name) has become known to third parties in any way, he/she is obliged to change his password immediately and to inform Synthetic Dimension without delay. Unless expressly warranted by Synthetic Dimension, the customer is not authorized to disclose his access data (password, user name) to third parties. If the User nevertheless discloses his access data (password, user name) to third parties, he shall be liable to Synthetic Dimension for any damage caused as a result.
- 7.3. The User undertakes to use Metaroom in accordance with its intended purpose and to refrain from any actions which could harm or endanger Synthetic Dimension and/or other users and/or which could restrict the availability of Metaroom for other Users. Intended use also includes compliance with all instructions, recommendations and the like provided by Synthetic Dimension at the time of conclusion of the contract or thereafter, on the Synthetic Dimension website, in operating instructions and/or other documents made available to the User.
- 7.4. It is the sole responsibility of the User to ensure before using the Metaroom® Scan App that the creation of scans is permitted at the respective location and that no personal rights, copyrights or other rights of third parties are violated. The User shall fully indemnify and hold Synthetic Dimension harmless in connection with any third-party claims resulting from non-compliance with this obligation.

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8. Rights of use and copyright

- 8.1. With regard to the User, Synthetic Dimension is the sole legal owner of the rights of reproduction, distribution, processing and all copyrights as well as the right of incorporeal transmission and reproduction of Metaroom and the individual contents contained in Metaroom. The use of Metaroom and the content, materials, trademarks and trade names contained in Metaroom is permitted solely for the purposes specified in these Terms of Use.

9. Availability and compatibility

- 9.1. Downtimes due to maintenance, software updates and circumstances (such as technical problems of third parties, force majeure) which are beyond the control of Synthetic Dimension and for which Synthetic Dimension is therefore not responsible resulting in Metaroom being unavailable cannot be completely avoided.
- 9.2. It may happen in individual cases that the data recorded in Metaroom and exports created in Metaroom Workspace are no longer compatible with individual software programs. In such a case, the User has the option of contacting Synthetic Dimension via email at support@amrax.atlassian.net. Synthetic Dimension will do its best to find an adequate solution to the problem that has arisen. However, it is expressly pointed out that it is the sole responsibility of the User to check the compatibility of Metaroom with the respective software.

10. Warranty

- 10.1. The statutory warranty provisions apply to consumers within the meaning of Section 1 KSchG.
- 10.2. For entrepreneurs, the following applies in deviation from Section 10.1: The warranty does not cover defects resulting from installation and assembly not carried out by Synthetic Dimension, inadequate set-up, failure to observe the installation requirements and conditions of use, overloading beyond the performance specified by Synthetic Dimension, incorrect handling and use of unsuitable software or other operating materials; this also applies to defects attributable to material or software ordered by the User. The warranty period is 6 months from the provision of Metaroom. The existence of defects must be proven by the User. Any defects must be notified by the user in writing and without delay. In the event of a warranty claim, Synthetic Dimension is entitled to determine the type of warranty (improvement, replacement, price reduction or rescission) itself.
- 10.3. Synthetic Dimension is obliged to provide updates that are necessary for Metaroom to continue to comply with the contract. Synthetic Dimension will therefore provide the User with technical and security updates from time to time as part of this obligation. The User is advised to install such updates immediately and, if necessary, to update the operating system of the respective mobile device if this is required for the update.

11. Liability

- 11.1. The following applies to consumers within the meaning of Section 1 KSchG: Synthetic Dimension shall only be liable for compensation for damages caused in connection with this

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contract by Synthetic Dimension, its employees and/or vicarious agents in the event that such damages were caused by gross negligence or willful misconduct. However, the associated limitations of liability shall not apply to compensation for personal injury.

- 11.2. For entrepreneurs, the following applies in addition to Section 11.1: Synthetic Dimension's liability for consequential damage, loss of profit, loss of data and financial loss is expressly excluded.

12. Shutdown of Metaroom

- 12.1. Synthetic Dimension is entitled to shut down Metaroom in whole or in part if the security of Synthetic Dimension or the security of Users is jeopardized. This right of Synthetic Dimension also applies if the continued operation of Metaroom or parts of Metaroom is not economically reasonable or reasonable for Synthetic Dimension. Synthetic Dimension will immediately notify the User of such measures via e-mail to the e-mail address provided in the registration process.

13. Violations of these terms of use

- 13.1. If the User violates these Terms of Use, Synthetic Dimension reserves the right to warn the User, to temporarily or permanently block the User and/or to terminate the contract prematurely in accordance with Section 15 and to delete the User account and the data generated by the User in Metaroom. If the User is a consumer within the meaning of Section 1 KSchG, he/she will be notified in advance via email of the blocking and/or deletion of the User account.

14. Contract text and amendment of these Terms of Use

- 14.1. The contract text relating to Metaroom Free, the Metaroom Packages and Metaroom Trial is not stored by Synthetic Dimension.
- 14.2. Synthetic Dimension is entitled to amend these Terms of Use at any time. Synthetic Dimension will notify the User of such changes by sending the amended Terms of Use to the e-mail address provided during the registration process. The amendment of the Terms of Use entitles the User to terminate the contract in writing within a period of one month from notification. If the User does not terminate within this one-month period, the amended Terms of Use shall apply.

15. Extraordinary termination of the contract

- 15.1. Synthetic Dimension is entitled to terminate this contract without notice in writing for good cause. Such good cause shall occur if Synthetic Dimension has notified the User of a breach of a provision of this Terms of Use, has requested the User to remedy the breach within a period of at least 14 days and the User fails to comply with this request within the period set.

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16. Right of withdrawal (right of cancellation)

- 16.1. The right of withdrawal (right of cancellation) within the meaning of this Section 16 applies exclusively for consumers within the meaning of Section 1 KSchG.
- 16.2. The User has the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise the right of withdrawal, the user must notify

**Synthetic Dimension GmbH
Urstein Süd 19/1/5,5412 Puch bei Hallein
Tel: +43 664 1517796
Email: office@amrax.ai**

by means of a clear statement (e.g. a letter sent by post or e-mail) of the decision to withdraw from this contract. The user may use the attached model withdrawal form for this purpose, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient for the User to send the notification to exercise of the right of withdrawal before expiry of the withdrawal period.

16.3. Consequences of withdrawal

If the User cancels this Agreement, Synthetic Dimension shall reimburse the User for all payments Synthetic Dimension has received from the User without undue delay and in any event not later than fourteen days from the day on which Synthetic Dimension receives notice of cancellation of this Agreement. Synthetic Dimension will make such reimbursement using the same means of payment as the User used for the initial transaction, unless Synthetic Dimension has expressly agreed otherwise with the User, in which case the User will not incur any fees as a result of such reimbursement.

If the User exercises his/her right of cancellation, the User's Metaroom profile will be deleted and he/she will no longer be able to use Metaroom.

16.4. Sample withdrawal form

If you wish to withdraw from the contract, please complete this form and return it to us:

Synthetic Dimension GmbH
FN 532171f
Urstein Süd 19/1/5,5412 Puch bei Hallein
Email: office@amrax.ai

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*).

Ordered on (*)/received on (*)

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Name of the consumer(s): ...

Address of the consumer(s): ...

Date: ...

Signature of the consumer(s) (only for notification on paper)

(*) Delete as applicable

16.5. This right of withdrawal (right of cancellation) does not apply if the fulfilment of the contract has commenced immediately or before the expiry of the 14-day withdrawal period (cancellation period) with the express consent of the User. In this case, the User expressly consents to the start of contract fulfilment before the cancellation period (withdrawal period) expires and confirms that he/she is aware that he/she loses his/her right of withdrawal (right of cancellation) as a result of the premature start of contract fulfilment. The User will receive a confirmation from Synthetic Dimension. For Metaroom Free and Metaroom Trial the User has no right of withdrawal (right of cancellation) as soon as Synthetic Dimension has started to fulfil the contract.

17. Data protection and use of anonymized data

17.1. Synthetic Dimension processes the User's personal data required for the purpose of fulfilling the contract. The detailed data protection information (data protection notice) in accordance with Art. 13 ff GDPR can be found on our homepage at: <https://amrax.ai/privacy-policy/>

17.2. Synthetic Dimension is entitled to use anonymized User data in order to continuously improve its services in connection with Metaroom.

18. Contact information

Synthetic Dimension GmbH
Urstein Süd 19/1/5
5412 Puch bei Hallein
Commercial register number: FN 532171f
Company register court: Regional Court Salzburg

Tel: +43 664 1517796
Email: office@amrax.ai

UID number: ATU75496278
Member of the Austrian Federal Economic Chamber
Supervisory authority: Magistrate of the City of Salzburg

19. Place of performance, place of jurisdiction, choice of law and contract language

19.1. The place of fulfilment is Puch bei Hallein.

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- 19.2. The following applies to consumers within the meaning of Section 1 KSchG: For legal disputes with consumers, the statutory places of jurisdiction apply.
- 19.3. For entrepreneurs, the following applies in deviation from Section 19.2: The exclusive place of jurisdiction for legal disputes arising from and in connection with this contract is the court competent for 5020 Salzburg.
- 19.4. Austrian law shall apply, with the exception of the conflict-of-law rules of private international law (e.g. IPRG, Rome I Regulation) and the UN Convention on Contracts for the International Sale of Goods.
- 19.5. The User may conclude the contract in German or English. The User may choose the language by selecting either the English or German language version for the Synthetic Dimension website or Metaroom Workspace. On the Synthetic Dimension website this can be done in the header at the top, in Metaroom Workspace in the user settings. The contract is concluded in the selected language.