



## Terms of Use

*version: 1.0; effective as of July 7, 2022*

### 1. General Conditions

These Terms of Use (“**TOU**” or “**Agreement**”) regulate the access to and use of the following websites made available by Graphisoft SE (registered address: Graphisoft Park, Záhony u. 7., H-1031 Budapest, Hungary – hereinafter: “**Graphisoft**”) or any other member of the Graphisoft Group (collectively: “the **Websites**”) for You as visitor or user of those Websites (“**User**” or “**You**”):

1. <https://www.graphisoft.com>
2. <http://archicad-talk.graphisoft.com>
3. <http://www.implementbim.com>
4. <https://www.myarchicad.com>
5. <https://www.bimcomponents.com>
6. <https://bimx.graphisoft.com>
7. <http://archicad.com>
8. <https://graphisoftid.graphisoft.com>
9. <https://accounts.graphisoft.com/>
10. <https://learn.graphisoft.com>
11. <https://workfromhome.graphisoft.com>
12. <https://community.graphisoft.com>
13. <https://helpcenter.graphisoft.com/>
14. <https://help.graphisoft.com/>

The list of Websites may be modified by Graphisoft from time to time.

This Agreement is a legally binding contract between You and Graphisoft. By accepting this TOU You represent and warrant that You are above the respective legal age and You are fully capable of entering into this binding Agreement.

The Websites and all information, documents, communications, posts, files, text, graphics, software, and products, any contest, competition, challenge or other activities organized and managed by Graphisoft (hereinafter collectively: “**Challenges**”) accessible through the Websites (“**Content**”) are made available for You as the person accessing the Websites exclusively for Your personal use subject to the terms and conditions set forth in this document, in the Graphisoft [Privacy Policy](#) and other relevant documents (for example but not limited to the Graphisoft Community Posting Guidelines) made available for you at <https://graphisoft.com/legal>. By accessing any of the Websites or participating at a Challenge You accept these Terms Of Use and all other applicable documents as binding for Your use of the Websites, participation at the Challenge and any Content.

By accessing each Website, You accept that Graphisoft may modify these Terms of Use and all other applicable documents (including Challenge’s documentations and conditions) at any time without advance notice. You are responsible for regularly reviewing all the applicable documents. Continued use of the Websites following any such changes shall constitute your acceptance of such changes.

Some of the Websites have their special terms and conditions governing the access to and use of the given Website. In such case the Website-specific terms and conditions prevail and this TOU is applicable only to those matters, which are not regulated by those terms.

Using the Websites may include downloading software to Your device accessing the Website. You agree that Graphisoft may automatically update that software, and these Terms will apply to any updates.

## **2. Use of Websites and of the Contents**

Upon Your acceptance of this TOU Graphisoft hereby grants You a limited, non-exclusive, non-transferable, and revocable license to use the Websites according to the terms and conditions of these Terms and all other applicable legal documents.

You may download, view, print and copy documents and graphics included in the Contents or on the Websites subject to the following conditions:

- the Contents and the Websites or any parts thereof may be used solely for personal, informational, non-commercial purposes;
- the Contents and the Websites or any parts thereof may not be modified or altered in any way;
- except where your use constitutes “fair use” under the applicable rules of Copyright Law, you may not otherwise use, download, upload, copy, print, display, reproduce, publish, license, post, transmit or distribute any information from the Websites in whole or in part without written authorization from Graphisoft;
- You are prohibited from infringing anyone’s intellectual property, privacy or other rights;
- don’t do anything or post any Content on the Website that violates laws or regulations. For details please read [the Graphisoft Community Posting Guidelines](#);
- You are prohibited from using Graphisoft’s or any third party’s (such as for example but not limited to other Users’) name, logo or trademark in a way that confuses people.

Graphisoft reserves the right to suspend Your use of the Websites and/or the Forums, participation in Challenges if Graphisoft has a good reason to believe that You infringed the applicable terms and conditions, in particular any provisions of this TOU or of the Graphisoft Community Posting Guidelines.

## **3. Your Content**

You retain all rights in, and are solely responsible for, the Content You post to any of the Websites or share during a Challenge („**User’s Content**”).

You grant to Graphisoft and to all other Users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your User Content on the Websites and Graphisoft’ social media networks solely for the purposes of operating, developing, providing, marketing Challenges, and using the Website. Nothing in these Terms restricts other legal rights Graphisoft may have to User’s Content, for example removing any User’s Content infringing this TOU and any other applicable terms and conditions.

By using the Websites or any of the Forums, or by participating in a Graphisoft Challenge, You expressly accept that Graphisoft shall have the right to remove or modify any and all User’s Content, which, in Graphisoft’s discretion, infringes any provision of this TOU or any other applicable terms and conditions.

Following termination of this Agreement or if You remove any of Your User’s Content from the Website or from the Forums or Challenge’s section Graphisoft may keep your User’s Content for a reasonable period of time for backup, archival, or audit purposes.

Irrespective of Your removal of Your User's Content, Graphisoft and other Users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of your User's Content that other Users have stored or shared on the Website or on the Forum or during a Graphisoft Challenge.

#### **4. Use of Forums**

By "**Forums**" we mean discussion groups (such as in particular but not limited to Graphisoft Beta Program – <https://beta.graphisoft.com/#/login>; Graphisoft Community – <https://community.graphisoft.com>; the Platform for Archicad Developers – <https://archicadapi.graphisoft.com/>; GDL Center – <http://gdl.graphisoft.com/>; Graphisoft Development Consultation Program – <https://archicadfuture.graphisoft.com/>), job board, or message to Graphisoft, its Webmaster or employees made available through any of the Websites.

The list of Forums may be modified by Graphisoft from time to time.

In order for You to become a Forum User and shall be eligible to use a Forum You need to have and maintain a valid Graphisoft ID in compliance with the current provisions of the "Terms Of Use – Graphisoft ID".

Detailed rules applicable to Your activities and communications on a Website, on any of the Forums or at any contest, competition or challenge organized by Graphisoft - besides this TOU - also subject to Your compliance with the provisions of the Graphisoft Community Posting Guidelines and special provisions placed at the given Website, Forum and Graphisoft Challenge.

You hereby agree not to email, post, publish or otherwise transmit through a Forum any Content that is false or misleading; is offensive or obscene; is harassing or invades another's privacy, or promotes bigotry, racism, hatred or harm against any group or individual; infringes on another's rights, including but not limited to intellectual property rights; constitutes unsolicited bulk email, i.e. spamming; or violates any applicable laws or regulations.

#### **5. Contest, competition, challenge**

All Challenges are organized and managed by Graphisoft SE. All the rules applicable to the Challenges the participants must comply with are available at the Websites. You acknowledge and agree that by submitting your application to a Graphisoft Challenge You expressly agree to be bound by these Terms and Conditions and any information published by Graphisoft related to the specific Challenge on the relevant Website.

Please note that if you participate in a Challenge, you shall treat and keep confidential any business secrets learnt at or in connection with the Graphisoft Challenge or beyond that any information or data related to Graphisoft or Graphisoft's affiliated companies or the activities of these.

All works, materials, ideas created by participant and submitted to Graphisoft in course of the application procedure or in relation to the Challenge (in particular the project) are and will remain the intellectual property of the participant ("Participant IP"). Please note that by registering to a Challenge the participant grants to Graphisoft and its partner network enlisted at [https://www.graphisoft.com/info/where\\_to\\_buy/](https://www.graphisoft.com/info/where_to_buy/) a license right of the Participant IP by Graphisoft and its authorized partner network under the conditions specified in the Terms and Conditions of the Challenge.

Graphisoft does not guarantee to the participants that he/she will reach the goals set as the goals of the Challenge. Nor Graphisoft is responsible for the use of the knowledge gained at the Challenge or the applicability of this knowledge.

Before participation of a Challenge please carefully read the Terms and Conditions and the Data Protection Information Notice.

## **6. Information you send to us**

We welcome your feedback on our products and services. To avoid dispute, however You agree any information that you send to us, including but not limited to all suggestions, ideas, concepts, messages, emails, samples, and all other Content or submissions shall be deemed, and shall remain, the property of Graphisoft and you hereby assign all rights in Your submissions to Graphisoft. If for any reason any rights in any of Your submissions are not assigned, you hereby grant Graphisoft a perpetual, irrevocable, fully paid license to use the submissions for any purpose whatsoever. You also hereby give your consent for Graphisoft to use your name in connection with your submissions, or for promotional purposes.

## **7. Links to other Websites**

The Websites may contain links to other websites and access to content, products, and services from third parties. Graphisoft provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Graphisoft of the Websites. You agree that Graphisoft is not responsible for the privacy practices of, availability of or content provided on, third party websites. Please refer to the policies of the respective site.

## **8. No Spamming**

We post several email addresses on our Websites for your convenience in contacting us and for participating in Forums and contests. You agree not to gather any such email addresses for the purposes of sending bulk email (i.e. spamming).

## **9. Representations and Warranties**

Except where expressly provided otherwise in a written agreement between You and Graphisoft, to the maximum extent permitted by the applicable rules of law, the Websites, the Forums and all Content, Challenges, materials, information, software, products and services provided on the Websites, are provided on an “as is” basis and without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of accuracy, reliability, merchantability, fitness for a particular purpose and non-infringement.

Graphisoft makes no warranty that

(i) the Websites, the Forum, Challenges and any Contents will:

- meet Your expectations and requirements;
- be available on an uninterrupted, timely, secure, or error-free basis;

(ii) defects will be corrected;

(iii) the Websites, the Forums, Challenges and the Contents are free of viruses or other harmful components;

(iv) the quality of any products, services, information, Challenges, Contents or other material purchased or obtained by You through the Websites or the Forums will meet your expectations.

Any content, materials, information or software downloaded or otherwise obtained through the use of the Websites, Challenges and the Forums done exclusively at your own discretion and risk. Graphisoft shall have no responsibility for any damage to your computer system or loss of data that results from the download of any content, materials, information or software.

## **10. Limitation of Liability**

To the maximum extent permitted by the applicable rules of law Graphisoft excludes its liability for any direct, indirect, incidental, special or consequential damages or damages whatsoever resulting from loss of profits, revenue, data or use, incurred by any Users or any third party, whether in action of contract, negligence or tort, arising from the access to, or use of, the Website, the Forums, participation in any Graphisoft Challenge or any Content.

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE GRAPHISOFT'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED WILFULLY OR BY ITS GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY CUMPOLSURY RULES OF APPLICABLE LAW.

## **11. Indemnity**

As a condition of use of the Websites, the Forums, Challenges and access to any Content You agree to indemnify Graphisoft, and its directors, officers, employees and all other Users from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from Your use of the Websites, the Content, Challenges and the Forums including without limitation any claims alleging facts that if true would constitute a breach by You of these terms and conditions.

## **12. Copyright and Trademark Information**

Graphisoft, Archicad, ArchiFM and BIMx are registered trademarks of Graphisoft SE. All rights reserved worldwide. BIMcloud, BIMcloud as a Service constitute the intellectual property of Graphisoft.

Unless otherwise specified, the following notice applies to all contents of this Site:

Copyright © 2014 GRAPHISOFT SE. Graphisoft Park 1, H-1031 Budapest, Hungary. All rights reserved worldwide.

For details please read Graphisoft's Intellectual Property Notice available at [www.graphisoft.com/legal](http://www.graphisoft.com/legal)

## **13. Language and Notices**

The English version of this Agreement will be the governing version used when interpreting or construing this Agreement. Any translations thereof shall exclusively be provided for information purposes without any binding force and in no event shall GRAPHISOFT be liable for any direct, indirect, incidental, special or consequential damages or damages whatsoever resulting from any incorrect, incomplete translations.

With respect to all notices, You and Graphisoft shall communicate with each other in English language through their contact persons via email to be sent to the e-mail addresses indicated by You when registering Your Graphisoft ID and [info@graphisoft.hu](mailto:info@graphisoft.hu) for Graphisoft.

## **14. Term and Termination**

This TOU enters into force on the day of its acceptance by You on any of the Websites or Forum, Challenge and continues to remain in effect until terminated by either You or Graphisoft through e-mail notice sent to the other Party according to section 12 above.

You and Graphisoft are each entitled to terminate this Agreement without cause (a/k/a "for convenience") with 30 days' notice.

You and Graphisoft are each entitled to terminate this Agreement for cause upon written notice if the other Party fails to cure any material breach thereof within thirty (30) days after receiving written notice specifying, in

reasonable detail, the breach of the other Party.

Regardless of the basis for termination of this Agreement, Graphisoft will not be obligated to retain any User data for longer than thirty (30) days after any termination.

## **15. Privacy**

Graphisoft will use any personal related to the Users only as permitted by applicable Privacy Laws, this Agreement, and the Graphisoft Privacy Policy available at <https://graphisoft.com/legal/privacy-policy>.

## **16. Law and Jurisdiction**

This TOU and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by the laws of Hungary without regard to the conflicts of law provisions of any jurisdiction. The United Nations Convention on the International Sale of Goods do not apply to this Agreement.

In the event of any dispute arising from or in connection with the present contract, so especially with its breach, termination, validity or interpretation, the parties exclude the state court procedure and agree to submit the matter to the exclusive and final decision of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The number of arbitrators shall be 3 (three) and the language to be used in the arbitral proceedings shall be English. The parties exclude the possibility of the retrial of the proceedings as regulated in Section IX of Act no. LX of 2017 on Arbitration.

If you are a consumer in the European Economic Area, this section won't deprive you of any protection you have under the law of the country where you live and access to the courts in that country.

## **17. Assignment and Entire Agreement**

Graphisoft may unilaterally assign this Agreement, or any of its rights or obligations under this Agreement, to any third party without Your prior written consent. You may assign Yours rights arising from this Agreement only upon obtaining Graphisoft's prior written agreement.

This Agreement together with any other terms referenced herein comprises the entire agreement between You and Graphisoft regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the Parties regarding such subject matter.