

## Terms of Service ("Terms")

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Please read these Terms of Service ("Terms", "Terms of Service") carefully before using AmbientOcclusion, SketchFX, FluidImporter, Viz or Bool ("Products") developed by Fluid Interactive, Inc..

Your access to and use of the Products is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Products. By accessing or using the Products you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Products.

### Purchase of a License and Support

If you purchase a license of the a product, you'll receive, included in your purchase, one year of support service. During the validity of the support service you'll receive all the updates to your purchased product for free. This guarantees that your product will work on the version of SketchUp available at the time of your purchase and all versions of SketchUp released within one year of your purchase.

### Support Renewal

Each time before the expiration of the support, you'll be offered the possibility to extend the validity for one extra year at a 75% discount on the full price of the product. If you decided to renew after the expiration of the support, you'll be able to extend the support at a 25% discount on the full price of the product. Every time the support is renewed, it's validity will be extended for one year, starting from the date the support extension is purchased.

### Termination

We may terminate or suspend access to our Products immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### Links To Other Web Sites

Our Products may contain links to third-party web sites or services that are not owned or controlled Fluid Interactive, Inc.. Fluid Interactive Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Fluid Interactive, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### Governing Law

These Terms shall be governed and construed in accordance with the laws of California, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Products, and supersede and replace any prior agreements we might have between us regarding the Products.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### **Contact Us**

If you have any questions about these Terms, please contact us.