# **AVAP Spaces & AVAP XR Terms & Conditions:**

Updated - 11/02/2025

### **AVAP Spaces overview:**

AVAP Spaces offers businesses and venues a virtual way to showcase their venue space and allow remote, virtual access. AVAP designs a 3D virtual space & codes the space to fit a variety of devices (VR headsets, Web/WebXR, Desktops & Mobiles).

#### What we offer:

We offer a fully functioning 3D space that fits the brief given to us by the client. After designing and coding the AVAP Spaces app we upload the app to a chosen hosting server - chosen by the client.

We will integrate the app with one of the client's point of sale - which must be an online access portal.

We issue a step by step guide to using the AVAP Spaces app & will be on hand should there be any issues regarding the app.

### **AVAP XR overview:**

AVAP XR enables businesses to use their AVAP Space app in conjunction with physical spaces they own. After an AVAP Spaces app has been made and deployed - AVAP XR can be purchased.

AVAP XR consists of an API developed - local hosting within the venue, IT and AV equipment installed to allow live broadcasting to and from the physical space to the AVAP Spaces app.

#### What we offer:

We will design an API which will allow the physical venue to access the AVAP Spaces app and send AV feeds to and from the physical space.

We will also design IT networking to allow dedicated clients in the physical venue to interact with AVAP Spaces.

# The customers promise:

As a business, customer or company purchasing AVAP Spaces or AVAP XR you must agree:

- You own all relevant rights to allow any designs to be made from the likeness of your venue.
- You own all relevant rights to allow installations in your physical venue.
- You own the venue or possess the relevant license, lease or certificates to allow IT & AV hardware and software to be installed and connected to previously existing IT & AV systems.

#### **Cancellations & refunds:**

Our customers reserve the right to cancel any contract with us for any service or product from the time of purchase to a maximum of 14 days. From the time of purchase the customer has 14 days to contact us to cancel their subscription, service or product.

We will then give a refund to the initial bank card used for the initial payment within 30 days. We will aim to refund the customer as soon as possible however due to the nature of our services and products - this may take up to 30 days.

# Cancellation policy:

AVAP Spaces & AVAP XR are services that require purchases of resources per client case. Therefore, we have a cancellation policy that will cover our upfront costs once we begin planning, developing & installing our products and services.

- During; software, hardware, service or product planning / if we have issued any schematics, documents and/or test products, services or subscriptions: 10% cancellation fee.
- During software, hardware, service or product development and design: 20% cancellation fee.
- **During or after any installations or product/service deployment:** From 20% minimum + any extra expenses paid for the installation or deployment of the purchased product or service.

## Refund policy:

As AVAP Spaces and AVAP XR require purchases of resources per client case - regardless of the reason for a refund - once planning has begun we will charge a cancellation fee that will be reflected in the refund amount.

After deducting any relevant cancellation fee - we will process a refund of the remaining amount within 30 days. We will aim to refund the customer as soon as possible however due to the nature of our services and products - this may take up to 30 days.

### Copyright and usage:

The copyright or patent of any service, product, technical schematic, design or intellectual property made and/or produced by AVAP remains the sole ownership of AVAP. Any service or product bought may be used personally and commercially.

### When purchasing any service or product you agree:

- Any intellectual property made by AVAP and issued to you as part of the service or product remains the intellectual property of AVAP.
- You may not resell any intellectual property, service or product made or owned by AVAP as your own.
- You may resell a product bought from AVAP should you have purchased it, and own it fully in accordance with these terms & conditions.
- You may use the product, service or intellectual property commercially and for personal use in accordance with these terms & conditions.
- You do not own, unless written in a separate contract or document from AVAP, any copyright or intellectual
  property that remains within or regarding the service or product you have purchased from AVAP.

# **Contractual changes:**

Should any changes be made in writing, in a legal document, that allow any changes in this document - by law - the terms and conditions of this document will be altered to adhere to the new contracts terms, conditions and clauses in any relevant way.

Any changes to the terms and conditions after the customer has purchased any AVAP service or product of any kind will not be used to govern the terms and conditions of the service or product purchased and the initial terms and conditions at the time of purchase will legally govern the AVAP product or service purchased.

# Governing law:

This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

#### Contact us:

Should any claim arising from our products or service exist - please contact us immediately: techs@avarchitectpro.com