

Terms and Conditions of ORBITVU SUN Site Use

These Terms and Conditions (T&C) govern the use of ORBITVU SUN platform and services available online at <https://orbitvu.co>.

The Administrator of the SUN platform is ORBITVU sp. z o. o. (you can find detailed information about us at the bottom of T&C).

The use of the SUN services requires that you accept without modification all of the T&C upon registration and creation of your Account in the Site.

The SUN platform is intended for the needs of Users conducting business or professional activity like companies, entrepreneurs, freelancers (B2B), who do not run a business competitive to ORBITVU. The service does not serve consumer purposes (B2C). The provisions concerning special protection of consumer rights do not apply to the SUN use.

Definitions

T&C

These Terms and Conditions which govern the use of ORBITVU SUN platform and services provided through the platform.

Site

ORBITVU SUN - a web-based platform to manage digital content in the form of multimedia files (360 presentations, videos, images), offering also other Services, available on <https://orbitvu.co>, designed and owned by the Administrator

Company Account (Account)

The part of SUN platform available to the User after correct logging in on the Site, subject to a fee payment as designated in selected Plan.

Authorization

A set of rules and rights assigned by the User to the individuals operating within his business (employees, associates, representatives etc.) for the use the Company Account.

User

A natural or legal person, which has registered to the Site and accepted the T&C in order to use the Site for the purpose of professional and/or business activities.

User Content (Content)

Any digital information, data, multimedia material, video, image file, text, diagram, work, designation, sign, vector file by whatever nature, format and recording method posted by

the User to the Site. The User Content covers in particular 360/3D image files of products in ORBITVU format.

Public Content

Content made available in the Public Catalog by the User to other Users and Non-Users of the Site.

Public Catalog

Catalog in which the User can make User Content available to other Users and/or Non-Users of the Site.

Site Content

Any data or information available through the Site, including but not limited to: images, pictures, 360 images, logotypes, articles, manuals, texts, descriptions, etc.

Services

Services provided by the Site to the Users.

Fee

Regular payment (annual or monthly) for using the Plan

Plan

Various parameters and criteria which define available set of Services subject to the Fee.

Free Plan

A Plan available free of charge.

Site Administrator (ORBITVU)

The Site is administered and owned by the company ORBITVU Sp. z o.o. You can find the contact and registration details of ORBITVU at the bottom of these T&C.

Business competitive to ORBITVU

By business competitive to ORBITVU, we understand all activities related to offering solutions for automatic product photography (2D, 360, 3D), automatic processing of product images or their management and publication.

General rules of the use of the Site

1. The Site consists of the User Content and Site Content.
2. In order to use the SUN Services and post User Content to the Site, the User must register and create a Company Account.
3. The User can be registered in the Site in two ways:

- a) if the User is already using one of ORBITVU products, he will receive from us, upon the purchase of the the product, an activation email by which he can register in the Site
- b) if the User has not yet bought any ORBITVU product, he can register on the homepage of the Site by filling in a registration form and confirming an activation email
4. The User may manage access to and use of the Company Account by individuals within his business (e.g., employees, associates, representatives). The individuals using the Company Account must be of legal age.
5. The data of the User and individuals using the Company Account must be true and correct.
6. The Site provides following Services:
 - a. storage of User Content
 - b. publishing of the User Content
 - c. management of the User Content (adding, deleting, editing, exporting, etc.)
 - d. publishing of the User Content in Public Catalog - making the User Content available for other Users and Non-Users of the Site
 - e. transfer of the User Content to other Users
 - f. making calls to the SUN API
 - g. downloading software (updates and upgrades) for ORBITVU products and management of the software licenses
 - h. verification by ORBITVU if its devices purchased by the User work correctly (by checking out the quality of images generated by the devices)
 - i. sale of product related services such as extended warranty and product support
7. Users must not add the User Content that is unlawful, which means Content that:
 - a. violates copyrights or industrial property rights (intellectual property rights) of others
 - b. invades the privacy of others,
 - c. breaches any legal provisions other than those mentioned above (points a and b)
 - d. violates generally accepted moral norms and good morals (including those promoting racial, ethnic or religious hatred, containing pornography, promoting fascism, Nazism, communism or violence)
8. The User retains all ownership rights to User Content uploaded to the Site. However, by submitting the User Content to the Site, the User grants the Site Administrator a non-exclusive, worldwide, transferable and sub-licensable right (licence) to use the User Content without any further consent, notice and/or compensation for the sole purpose of providing the Services to the Users and in a manner that is necessary for this purpose. The Site Administrator shall in particular ensure that the User Content is not accessible to unauthorised persons, except when the content was Published in Public Catalog by the User (see: "Publishing and downloading Content in Public Catalog").
9. It is forbidden to take any actions that might disrupt the operation of the Site and make it difficult for other Users to use it.
10. The Site Administrator reserves the right to freeze or permanently remove the Company Account together with all Content stored therein without giving prior notice or reason if these T&C are breached.

11. The User, within his means and capabilities, will keep the Site Administrator informed about any alleged breaches of these T&C that might come to the User's attention when using the Site.
12. To use the Site, the User's working environment (web browser, plugins, OS, etc.) must comply with specification provided on login page.
13. The User may at any time terminate the use of the Site by deleting the Company Account.
14. The Site Administrator is entitled to perform routine maintenance for eight hours a month (between 08:00 p.m. and 04:00 a.m. CET).

Publishing and downloading Content in Public Catalog

1. The Site provides Public Catalog services, which let the User to publish his Content (presentation) so that other Users and Non-Users are able to view and use that Content. The User publishing the Content may grant Standard License or Extended License to other Users or Non-Users.
2. User agrees to publish the Content in the Public Catalog (available to all Users of the Site) by submitting Publish Form available on the Site and by selecting the licensing option that will apply to published Content. This way the User expresses unconditional, non-exclusive, perpetual, without notice, royalty-free and unlimited territorial agreement for the use of his Content by other Users and/or non-users within the scope specified by the type of the license.
3. Content published with Standard License can be used by other Users and Clients (Licensee) only through the Site and within its functionality, in particular by editing presentations or publishing them with embed codes from the Site. Licensee is not entitled to download such Content, upload on different Sites, transfer to others or publish back to the Public Catalog.
4. Content published with Extended License can be used by Licensee for the purposes of his commercial, professional, business or non-commercial activities. In particular Licensee is entitled to use the Content outside of the Site and its functionalities, to download the Content, publish it on other servers or to transfer Content to others.

Technical information and marketing newsletter

1. During the existence of the Company Account in the Site, the Users will receive, to the given e-mail address, technical information concerning the functioning of the Site, e.g. about the expiry of the account, technical breaks, new features of the Site, notifications and legal warnings (technical information).
2. In order to secure the receipt of technical information, The User has to make sure that the e-mail addresses in the Site's domain are added to the User's list of messages to be received unconditionally. Messages sent by the Site Administrator to the User's designated e-mail address are deemed to have been sent effectively. The Site

Administrator is not responsible for not receiving of the technical information by the User as a result of classifying it as spam by the User's server.

3. Besides technical information, Users may, upon their consent, receive an e-mail newsletter containing information about new products and services offered by ORBITVU to the e-mail address provided at the time of their registration in the Site or anytime afterwards (marketing newsletter). User's consent to receive marketing newsletter is given during the registration of the User in the Service:
 - a. by confirming the activation e-mail, which the User receives after purchasing one of the ORBITV devices and which contains the statement of the User's consent to receive the marketing newsletter
 - b. by ticking a checkbox with a declaration of the User's consent to receive the marketing newsletter when filling in the registration form on the Site - if the User has not purchased any ORBITV devices yet
4. The User may at any time resign from receiving the marketing newsletter in the settings of his Account on the Site or by clicking unsubscribe link in the newsletter.

Subscription Plans

1. In order to use the Site, the User has to purchase a subscription plan or use a free plan (if available). Subscription plans, prices, and services are specified by the Site Administrator separately on the Site.
2. Depending on the Plan, the User is permitted to store and transmit the Content for a specific period of time for which the plan was acquired.
3. Each Plan is restricted by a transfer size and a maximum data storage expressed in megabytes (MBs), gigabytes (GBs) or terabytes (TBs).
4. Unless otherwise agreed with the User, Subscription Plans are prepaid for a period of one year.
5. The User can purchase an additional data transfer expressed in TBs.
6. The User has the possibility to buy additional storage space to his Subscription Plan for the period for which the Plan has been paid. The cost is calculated proportionally to the fixed price of 1 GB per year and the time remaining to the expiry of the Subscription Plan.

Other services

A User may purchase additional Services within the Site:

1. software licenses for ORBITVU Viewer Infinity.
2. annual subscription to technical support for ORBITVU products (ORBITVU devices and ORBITVU Viewer Infinity software).
3. extended warranty for an additional period of one or two years for ORBITVU devices.
4. special offers for extended warranty and technical support.

5. e-commerce plugin - software for e-commerce platforms, e.g. Magento, PrestaShop, with the function of integrating 3D presentations made on ORBITVU devices with such platforms.

Refund Policy

Fees for any Services purchased by Users within the Site are not refundable, unless agreed otherwise by ORBITVU at its sole discretion upon User's complaint submitted to ORBITVU in writing.

API

Subject to these T&C, ORBITVU grants to Users a worldwide, non-exclusive, non-transferable, revocable right (license) to use and make calls to the SUN API solely for use of and in connection with the Site.

Limitation of Orbitvu Liability

1. The User will be held solely liable for infringement of any third party rights, including copyrights and moral rights as a result of adding unlawful Content to the Site, including publishing unlawful Content in Public Catalog. If any third party claims based on the User's unlawful use of the Site are raised against ORBITVU, the User will take, at his own cost, all measures to defend ORBITVU against such third party claims and reimburse ORBITVU for all reasonable expenses that it might incur as a result of such third party claims including the attorney's fee and/or court costs.
2. If the User publishes his Content to the Public Catalog, as described above, all financial claims related to the use of Public Catalog that the User or the Licensees may have against ORBITVU, due to violation of Standard License or Extended License conditions are excluded. If the User or Licensee brings any claim against ORBITVU due to these violations, the User or the Licensee will take, at their own cost, all measures to defend ORBITVU against such a claim and reimburse ORBITVU for all reasonable expenses that it might incur as a result of such a claim including the attorney's fee and/or court costs.
3. ORBITVU does not guarantee the accuracy, completeness, or usefulness of any information on the Site.
4. ORBITVU will make its best efforts to ensure the proper operation of the Site, but it does not guarantee that the User Content will not be lost nor access to the service will be uninterrupted. No claims whatsoever can be raised against ORBITVU should any such Content be lost or access to the Services is interrupted. The User is advised to keep its' own backup of the Content posted to the Site.
5. In no event will ORBITVU liability to the User exceed the amount of all fees paid by the User for the use of Site within the last 12 month period from the date of raising a claim against ORBITVU.

Modification of T&C

ORBITVU can amend these T&C especially if it is necessary to adapt it to changes in legal regulations concerning the operation of the Site or to changes in the operation of the Service.

The amended T&C shall come into force at the moment of their publication on this website of the Site.

If the User continues to use the Site, he/she agrees to the changes made to the T&C.

If the User does not accept the changes of the T&C, he/she should remove the Account from the Site.

Personal data, cookies and privacy policy

1. In order to enable the User to use the Site and Services provided within it, ORBITVU may collect and use the data, including the personal data of the Site Users and individuals operating within Company Account (User's employees, associates, representatives etc.). ORBITVU is therefore a so-called controller of such (personal) data.
2. The (personal) data are treated as confidential and are protected by IT, technical, organizational and legal means introduced by ORBITVU against their unauthorized disclosure and use. In particular, such data shall not be transferred by ORBITVU to other companies or entities for marketing or commercial purposes.
3. The Site uses cookies and local storage technologies primarily to ensure the correct operation of all its features and to observe traffic on the website for statistical purposes.
4. The User has access to his/her data within his/her Account on the Site; the User may edit and delete them.
5. Detailed information about collecting and using (personal) data by ORBITVU in the Site, cookies and similar technologies, data protection applied by ORBITVU and the rights of the data subjects in this respect are set out in the ORBITVU Privacy Policy (available [here](#). See in particular the section "Using the ORBITVU SUN Service"). The ORBITVU Privacy Policy constitutes an integral part of these T&C.

Administrator's Copyright to the Site

1. The Administrator is the owner of the Site and the Site Content, including software, and retains all copyrights thereto, under the (Polish) Copyright and Related Rights Act of February 4, 1994. The foregoing does not apply to User Content posted to the Site by Users which are copyrighted to parties other than the Site Administrator.
2. Users may exercise Administrator's copyrights to the Site, including the right to the Site's software, only insofar as it may be necessary for the use of the Services provided through the Site.

3. In particular, it is forbidden to:
 - a. access in any way the source code of the Site, specifically to modify or decompile the code, circumvent any protections, enhance or customize the software for any other purposes whatsoever, emulate, or reverse engineer.
 - b. distribute the Site's software in whole or in parts, in any form, including lending, lease, rental, licensing, or sublicensing thereof.

Complaints

1. Complaints regarding the Site's operation can be lodged by the User by e-mail to the following e-mail address of the Administrator: info@orbitvu.com
2. The complaint report should contain the complainant's details, a brief description of the complaint, and information how to contact the User.
3. The Administrator will try to solve any problems and issues in time effective manner, but it reserves maximum 10 working days, from the filing date of the complaint, to take action and inform the User about the action outcome.

Miscellaneous

1. Polish laws should apply to all matters stipulated in these T&C as well as to all matters not provided for herein.
2. All disputes arising in connection with the use the Site under these T&C shall be submitted to the exclusive jurisdiction of a Polish court locally competent for the Administrator's registered office (in the city of Tarnowskie Góry (42-600) in Poland). Before going to court, the User is obligated to use the complaint procedure stipulated in these T&C.
4. These T&C come into force on 25 May 2018 and continue to be effective until amended or repealed.

Information about our company

company name

ORBITVU Sp. z o.o.

the address of the head office:

Sienkiewicza 48

42-600 Tarnowskie Góry

Poland

identification numbers:

NIP (fiscal identification number): 6452515131.

REGON (statistical number): 241721595

The company is registered in the Sąd Rejonowy w Gliwicach (District Court in Gliwice (Poland)) under number KRS: 0000366154.

contact details:

e-mail: info@orbitvu.com
telephone: + 48 32 7681680

Tarnowskie Góry, 21.05.2018