

Terms and Conditions of Orbitvu Website Use

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General Provisions

These Terms and Conditions (T&C) govern the use of Orbitvu website (Website) and services (Services) available online at <https://Orbitvu.co>.

The owner of the Website is Orbitvu sp. z o. o. with its registered office at ul.Elzab 1 in Zabrze (Poland), while the Administrator of the Website, responsible for its proper operation and management is OVTECH sp. z o. o. with its registered office at ul.Elzab 1 in Zabrze (Poland) (for details of the Administrator of the Website, see the end of these T&C).

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

The Website 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 sp. z o.o. The Website does not serve consumer purposes (B2C). The provisions concerning special protection of consumer rights do not apply to the use.

Definitions

T&C

These Terms and Conditions which govern the use of Orbitvu Website and Services provided through the Website.

Website

Orbitvu Website to manage digital content in the form of multimedia files (360 presentations, videos, images), offering also other Services, available on <https://Orbitvu.co>, managed by the Administrator.

Company Account (Account)

The part of the Service available to the User after correct logging in on the Website, subject to a fee payment as designated in the 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 of the Company Account.

User

A natural or legal person, who has registered to the Website and accepted the T&C in order to use the Website 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 Website. 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 Website.

Public Catalog

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

Website Content

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

Services

Services provided by the Website to the Users.

Fee

Regular payment (annual or monthly) for using the Plan

Plan

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

Free Plan

A Plan available free of charge.

Website Administrator (Administrator)

OVTECH sp. z o.o., which is a company managing the Website, responsible for its operation and proper functioning. You can find the contact and registration details of OVTECH sp. z o.o. at the bottom of these T&C.

Competitive business

By business competitive to Orbitvu sp. z o.o., 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 Service

1. The Service consists of the User Content and Site Content.

2. In order to use the 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 Website in two ways:
 - a) if the User is already using one of Orbitvu products, he will receive upon the purchase of the the product, an activation email by which he can register in the Website
 - b) if the User has not yet bought any Orbitvu product, he can register on the homepage of the Website 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 Website 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 Website
 - e. transfer of the User Content to other Users
 - f. making calls to the API
 - g. downloading software (updates and upgrades) for Orbitvu products and management of the software licenses
 - h. verification by the Administrator if Orbitvu devices purchased by the User work correctly (by checking out the quality of images generated by the devices)
 - i. access to statistics for activity and the use of Orbitvu devices
 - j. 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 Website. However, by submitting the User Content to the Website, the User grants the Administrator and Orbitvu sp. z o.o 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 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 Website and make it difficult for other Users to use it.
10. The 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 Administrator informed about any alleged breaches of these T&C that might come to the User's attention when using the Website.
12. To use the Website, the User's working environment (web browser, plugins, OS, etc.) must comply with specifications provided on the login page.
13. The User may at any time terminate the use of the Website by deleting the Company Account.
- 14..The Website 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 Website 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 Website) by submitting Publish Form available on the Website 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 Website and within its functionality, in particular by editing presentations or publishing them with embed codes from the Website. Licensee is not entitled to download such Content, upload on different websites, 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 Website 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 Website, the Users will receive, to the given e-mail address, technical information concerning the functioning of the Website, e.g. about the expiry of the account, technical breaks, new features of the Website, 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 Website's domain are added to the User's list of messages to be received unconditionally. Messages sent by the Website Administrator to the User's designated e-mail address are deemed to have been sent effectively. The Administrator is not responsible for not receiving 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 (marketing newsletter). User's consent to receive marketing newsletter is given during the registration of the User in the Service or anytime afterwards :

a. by confirming the activation e-mail, which the User receives after purchasing one of the Orbitvu 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 Website - if the User has not purchased any Orbitvu devices yet

4. The User may at any time resign from receiving the marketing newsletter in the settings of his Account on the Website or by clicking unsubscribe link in the newsletter.

Subscription Plans

1. In order to use the Website, the User has to purchase a subscription plan or use a free plan (if available). Subscription plans, prices, and services are specified by the Administrator separately on the Website.

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 Website:

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 websites, e.g. Magento, PrestaShop, with the function of integrating 3D presentations made with Orbitvu devices.

Refund Policy

Fees for any Services purchased by Users within the Website 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, the Website Administrator and Orbitvu sp. z o.o. grant to Users a worldwide, non-exclusive, non-transferable, revocable right (license) to use and make calls to the API solely for use of and in connection with the Website.

Limitation of Liability for Administrator and Orbitvu sp. z o.o.

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 Website, including publishing unlawful Content in Public Catalog. If any third party claims based on the User's unlawful use of the Website are raised against the Administrator or Orbitvu sp. z o.o., the User will take, at his own cost, all measures to defend the Administrator and Orbitvu sp. z o.o. against such third party claims and reimburse the Administrator and Orbitvu sp. z o.o. for all reasonable expenses that they may 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 the Administrator or Orbitvu sp. z o.o., due to violation of Standard License or Extended License conditions are excluded. If the User or Licensee brings any claim against the Administrator or Orbitvu sp. z o.o. due to these violations, the User or the Licensee will take, at their own cost, all measures to defend the Administrator and Orbitvu sp. z o.o. against such a claim and reimburse the Administrator and Orbitvu sp. z o.o. for all reasonable expenses that they might incur as a result of such a claim including the attorney's fee and/or court costs.
3. The Administrator does not guarantee the accuracy, completeness, or usefulness of any information on the Website.
4. The Administrator will make its best efforts to ensure the proper operation of the Website, but it does not guarantee that the User Content will not be lost nor access to the Services will be uninterrupted. No claims whatsoever can be raised against the Administrator or Orbitvu sp. z o.o.

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 Website.

5. In no event will the liability of the Administrator or Orbitvu sp. z o.o. to the User exceed the amount of all fees paid by the User for the use of Website and Services within the last 12 month period from the date of raising a claim against the Administrator or Orbitvu sp. z o.o.

Modification of T&C

The Administrator can amend these T&C especially if it is necessary to adapt it to changes in legal regulations concerning the operation of the Website 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.

If the User continues to use the Website, 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 Website.

Personal data, cookies and privacy policy

1. In order to enable the User to use the Website and Services provided within it, the Administrator may collect and use the data, including the personal data of the Website Users and individuals operating within Company Account (User's employees, associates, representatives etc.). The Administrator 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 the Administrator against their unauthorized disclosure and use. In particular, such data shall not be transferred by the Administrator to other companies or entities for marketing or commercial purposes.

3. The Website 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 Website; the User may edit and delete them.

5. Detailed information about collecting and using (personal) data by the Administrator in the Website, cookies and similar technologies, data protection applied by the Administrator and the rights of the data subjects in this respect are set out in the Privacy Policy See in particular the section "Using the Orbitvu Service"). The Privacy Policy constitutes an integral part of these T&C.

Orbitvu's Copyright to the Website

1. Orbitvu sp. z o.o. is the owner of the Website and the Website 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 Website by Users which are copyrighted to parties other than Orbitvu sp. z o.o..

2. Users may exercise Orbitvu's copyrights to the Website, including the right to the Website's software, only insofar as it may be necessary for the use of the Services provided through the Website.

3. In particular, it is forbidden to:

a. access in any way the source code of the Website, 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 Website's software in whole or in parts, in any form, including lending, lease, rental, licensing, or sublicensing thereof.

Complaints

1. Complaints regarding the Website'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 Website under these T&C shall be submitted to the exclusive jurisdiction of a Polish court locally competent for the Administrator's registered office. Before going to court, the User is obligated to use the complaint procedure stipulated in these T&C.

Information about the Website Administrator

company name and registered office address:

OVTECH Sp. z o.o.
ul. Elzab 1
41-813 Zabrze
Poland

identification numbers:

NIP (fiscal identification number): 6482825043
REGON (statistical number): 529696041
The company is registered in the Sąd Rejonowy w Gliwicach (District Court in Gliwice (Poland)) under number KRS: 0001128324

contact details:

e-mail: info@orbitvu.com
phone: (+ 48) 32 392 10 60