

Terms and Conditions of ORBITVU SUN platform use

Welcome to www.orbitvu.co (the Site) - a website operated by Orbitvu sp. z o. o.

These Terms and Conditions govern the use of Orbitvu SUN platform and provided Services (the SUN Services).

The SUN Services are offered to you subject to your acceptance, without modification of all of the terms and conditions contained herein.

PLEASE REVIEW THESE TERMS CAREFULLY. BY REGISTERING, ACCESSING OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DON'T AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE.

Definitions

Terms

These Terms and Conditions governing the use of ORBITVU SUN Site by its Users pursuant to the (Polish) of July 18, 2002 on Providing Services by Electronic Means (Ustawa o świadczeniu usług drogą elektroniczną).

Site

ORBITVU SUN - a web-based platform to manage digital content in the form of multimedia files (360 presentations, videos, images), available on <https://orbitvu.co>.

Company Account

The means for accessing and using the SUN Services, subject to a fee payment as designated in selected Plan. Also referred to as the Account.

Authorization

A set of rules and rights assigned by the Client to the User for the use of the Site

Client

A natural or legal person, which has registered to the Site and accepted these Terms in order to use the Site for the purpose of professional and/or business activities. This Site is not intended to be used by consumers, which means that no specific consumer law applies to this Site.

User

A natural person granted with the Authorization to use the Account on behalf of a Client. The User must be of legal age.

User content

Any digital information, which is subject of SUN services, including but not limited to: image files, 360 image files, configuration files, videos, texts, descriptions, categories, vector files, 3D model files, etc. posted by a User to the Site. Also referred to as the Content.

Public content

Content made available to other Users of the Site by the User.

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 which are subject to the Fee.

Free Plan

A Plan available free of charge.

Company, Site Administrator

The Site is administered and owned by the Company „ORBITVU” Spółka z ograniczoną odpowiedzialnością with seat in Tarnowskie Góry (42-600), ul.Sienkiewicza 48, Poland, with a fully paid-up share capital of 1.648.000,- PLN, registered according to Polish law under KRS No. 0000366154 in the Companies Register maintained by the District Court in Gliwice (Sąd Rejonowy w Gliwicach), Value Added Tax Identification Number: PL6452515131. Also referred to as the Company.

General

1. The Site is available on <https://orbitvu.co>. The Site consists of the User Content and Site Content.
2. The Services can be accessed upon registration.
3. At least the following Services are available on the Site:
 - a. Storage of User Content
 - b. Publishing of the User Content
 - c. Management of the User Content (adding, deleting, editing, exporting, etc.)
 - d. Making the User Content public - available for other Users
 - e. Transfer the User Content to other Users
4. The User Content can only be added to the Site by the Users.
5. Users can only add the User Content which:
 - a. is not infringing other people's copyright or industrial property right (authored by the User, owned by the User or which the User has been permitted to publish),
 - b. is not invading other people's privacy
 - c. is not considered inappropriate (containing content that is illegal, violates in any way applicable laws, advocates racial, ethnic or religious hatred, is generally considered to be morally reprehensible or socially inappropriate, contains pornography, promotes fascism, Nazism, communism or violence)
6. By uploading the User Content to the Site, the User grants the Site Administrator the following non-exclusive license: a worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, present and process, information and the User Content provided through the Site, without any further consent, notice and/or compensation to the User or others, only for the purpose of providing the Service.
7. 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.
8. The company reserves the right to freeze or permanently remove the User's account together with all Content stored therein without giving prior notice or reason if these Terms and Conditions are breached.
9. The User will keep the company informed about any alleged breaches of these Terms that might come to the User's attention when using the Site.
10. To use the Site, the User's working environment (web browser, plugins, OS, etc.) must comply with specification provided on login page.

Publishing and downloading Content in Public Catalog

1. Site provides Public Catalog services, which let the User to publish his Content so that other Users and Clients are able to view and use that Content. The User publishing the Content may grant Standard License or Extended License to other Users or Clients.
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 CLIENTS 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 other Users 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 other Users or Clients.
5. If the User publishes its Content to the Public Catalog, as described above, all financial claims that the User or the Licensees may have against the Company, due to violation of Standard License or Extended License conditions are excluded. If the User or Licensee brings any claim against the Company due to these violations, the User or the Licensee will take, at their own cost, all measures to defend the Company against such a claim and reimburse the company for all reasonable expenses that the Company might incur as a result of such a claim including the attorney's fee and/or court costs.

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 Company 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. The paid amount is not refundable, unless a written complaint was raised by the User and the Company has agreed to the complaint.

API

Subject to these Terms, the Company grants to the Users a worldwide, non-exclusive, non-transferable, revocable right and license to use and make calls to the SUN API solely for use and in connection with the Services.

INDEMNIFICATION

The User will be held solely liable for infringement of any third party rights, including copyrights and moral rights. If any third party claims based on the User's use of the Site are raised against the Company, the User will take, at their own cost, all measures to defend the Company against such third party claims and reimburse the company for all reasonable expenses that the Company might incur as a result of such third party claims including the attorney's fee and/or court costs.

LIMITATION OF LIABILITY

The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Site. The Company takes no responsibility and assumes no liability for any User Content that you or any other user uploads to the Site. Under no circumstances will the Company be held responsible for any loss or damage resulting from anyone's reliance on the Content uploaded to the Site.

The company will make its best efforts to ensure the proper operation of the Site, but the company 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 the Company should any such Content be lost or access to the service is interrupted. The User is advised to keep its' own backup of the Content posted to the Site.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITE OR SERVICE; (C) THE SITE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SITE AND SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OR CLIENT OF THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), FRAUD, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL COMPANY'S LIABILITY TO YOU EXCEED AMOUNT OF ALL FEES PAID TO THE COMPANY WITHIN THE LAST 12 MONTH PERIOD. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

The company is entitled to perform routine maintenance for eight hours a month (between 08:00 p.m. and 04:00 a.m. CET).

MODIFICATION OF TERMS OF USE

The Company can amend these Terms at any time. You agree to check the Site Terms from time to time to view any of such changes. If you continue to use the Site, you constitute your agreement to our revisions to these Terms.

Any changes to the Terms (other than as set forth in this paragraph) shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company.

WARRANTY DISCLAIMER

THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. COMPANY AND ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR CONTENT OR OTHER MATERIAL SENT TO OR OBTAINED FROM THE SITE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

As long as you are the User of the Site, you agree to receive emails, with important informations, such as technical, account expiration related, or legal, via the designed email address, which the Company deems important. To stop receiving such emails you need to delete your account.

The Company may also use your email address to send you other commercial messages, including information about the Company, Company other products, the Site or any other related offers. You may opt out of such email by changing your account settings.

The company will not be held liable for the User's failure, for any reason whatsoever, to receive any e-mail communication sent by the Company to the User's designated e-mail address, including in particular where such failure is caused by the communication being classified by the recipient's server as spam. 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 company to the User's designated e-mail address are deemed to have been sent effectively.

You agree that all Terms, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

Administrator's Copyright to the Site

1. The company is the owner of the Site and the Site Content, including software, and retains all copyrights thereto, including the right to permit exercising secondary copyrights as defined in the (Polish) Copyright and Neighboring 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 company.
2. Users may exercise the company's copyrights to the Site, including the right to Site's software, only insofar as it may be necessary for the use of the Site's Services made available thereto.
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.

Personal Information and Privacy Policy

1. Personal information is stored and processed by the Company as required under applicable laws of Poland on the protection of personal data.
2. When registering, the User is obligated to provide true personal details, including name, surname, e-mail address, address, and contact phone number. This data will not be visible to other Users of the Site.
3. By approving these Terms and Conditions, the User grants the company right to handle, gather, save, store, process and remove the User's personal information.
4. The stored and processed personal information of the User will not be disclosed to any third party or entity for any purposes.
5. The personal information of Users is gathered in a separate database stored on the company's servers in a special security zone that ensures adequate safety. Only authorized staff has access to the database.
6. As part of their accounts, Site Users are entitled to access, edit, and delete their personal information.

Cookies and local storage

1. Cookies and local storage are small pieces of information that a website stores on your computer's hard drive while you are viewing a website.
2. The Service is using cookies and local storage for proper operation and they are used to recognize the User when he returns to the Site to store login and to store User preferences information.
3. The Service is also using cookies for analytics purposes using third party tools such as Google Analytics.
4. The User has the ability to accept or decline cookies using web browser settings, but that may negatively affect experience of the Site.

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 company: 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. 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. YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.
2. Polish laws should apply to all matters stipulated in these Terms and Conditions as well as to all matters not provided for herein.
3. All disputes arising in connection with the use of ORBITVU SUN platform under these Terms and Conditions 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 Terms and Conditions.
4. These Terms and Conditions come into force on January 1st, 2018 and continue to be effective until amended or repealed.
5. This Terms are valid from 2nd January 2018