Craft3R End User License Agreement

Cognitory Systems Kft.

Effective date: 2022-07-26

This End User License Agreement ("Agreement","EULA") applies to you and Cognitory Systems Kft. ("we", "our" or "us", the "Company") regarding your use of our product, Craft3R (the "Application","App"), and other features delivered through Craft3R utilizing our servers hereafter collectively referred to as Services. "You" ("you","your") refers to any person who has agreed to these terms or has become contractually bound by them, irrespective of whether such person is identified or not at that time.

Craft3R is 3D model generating application, facilitating the composition of enriched images into textured 3D models entirely on smartphone and tablet devices.

This End User License Agreement includes our policy for acceptable use of the Craft3R and govern your rights, obligations and restrictions regarding thereof. You are only authorised to use Craft3R if you agree to abide by all applicable laws and this Agreement. By using Craft3R you are considered to have read this, and any referenced documents in their entirety, and agree to abide by their terms. If you do not agree to these terms, you are not authorized to use Craft3R or any of our Services.

This Agreement incorporates the following additional terms by reference, always referencing their latest revisions as available in Craft3R or on our website.

Craft3R Privacy Policy which explains what data we collect, use, and the way we use it.

Craft3R Terms of Service defines the Services we may provide, and manner in which you may interact with these Services.

The section titles in this Agreement are solely present for ease of reference, and have no legal or contractual effect.

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1 Introduction

At the beginning of this document, we provide a short, non-binding summary for your convenience.

This non-binding summary in no way constitutes a legally binding part of the agreement, and may not be construed as the full content of the section in question.

The parties acknowledge and agree that the foregoing entirety of the document without the immediately following the Non-Binding Summary subsections are the sole essential elements in setting consideration under this End User License Agreement. In disputes or courts, none of following subsections, identifiable by their section numbering starting with 1 shall be construed as legally binding parts of this document, including not being interpreted as the intent of this document.

1.1 Non-Binding Summary

Craft3R allows you to take pictures - but there are limits[11.1] to the subjects which you may capture with our application. You are expected to abide by all relevant laws and use our application in good taste. A collection of these pictures recorded, together with their metadata is called ViewPack. Craft3R uses the computing power of your device to create fully textured 3D Models from them.

Models and ViewPacks present within Craft3R are not your property[7]: they're considered to be a part of the data of the installed application for which you receive a license via this agreement.

Models can be locked or unlocked. Using in-app purchases which utilize and are implemented partly through our Services, you can unlock models. This grants more rights to them, but, as you are still presenting them from within our application, some limitations remain to ensure we are not misrepresented or made to appear as if we endorse your particular content.

You can export unlocked models in formats we support, into arbitrary storage locations. Once outside of Craft3R, you may use them as you see fit, as Cognitory Systems Kft. retains no rights to them. You may reference them as made by Craft3R, but you have no obligation to, nor you get entitled to imply any form of endorsement by us.

Please note that it is your sole responsibility to establish your rights with regards to creating a likeness of your subject, irrespective of the right to use the Model you have exported: by example, if you create a 3D model of a copyrighted work of art in a museum, even if you can now freely use the model as declared by us, the museum might further restrict your rights. We do not and cannot provide assistance in these cases.

Craft3R displays advertisements by default: we provide means to opt-out of such via the purchase of an in-app Virtual Item through our services. These Virtual Items disable ads either for a period of time or for perpetuity depending on their type.

We retain the right to update this, any agreements referenced herein as we see fit for our continued operations, and you are required to abide by those changes if you wish to continue using Craft3R.

Please take care to read the entirety of this, and any referenced agreements: this brief summary is meant to provide an overview, but is not guaranteed to be complete or accurate.

2 Terms

- Craft3R permits you to create sets of metadata enriched images, "ViewPacks", defined in the End User License Agreement.

- Craft3R creates 3D models from metadata enriched sets of images, termed "Models", as defined in the End User License Agreement.

- Craft3R may, as described in the Terms of Service document, access Cognitory Systems Kft. servers to provide you services which involve "Virtual Goods", "Virtual Items" and "Virtual Currency", also defined in the Terms of Service document.

- Craft3R establishes an anonymous identity derived from, but not associated with your primary authentication provider, as selectible by you when using Craft3R. This identifier is referred to as Craft3R Identifier. See the Privacy Policy for more information.

3 Amendments

We may amend or update this End User License Agreement from time to time. Such changes are posted on Craft3R's website available from `https://cognitory.io/craft3r`, and propagate into Craft3R via updates. It is your responsibility to be aware of the latest, effective End User License Agreement. The continued usage of Craft3R at the time any given End User License Agreement version is in effect is considered acceptance of the End User License Agreement.

You will be deemed to have agreed to any such modifications by your further use of the Craft3R and/or our Services after any such modification is posted, and their effective date is due. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. If you do not agree with the modifications, please discontinue use of the Craft3R and our Services immediately.

We may provide a summary of changes alonside a version history for your convenience, but we are not obliged to do so, nor are we responsible for any omission on error in such. It is your reponsibility to review the entirety of the changed agreement.

The effective dates of all documents are in accordance with Coordinated Universal Time (UTC).

4 Indemnification

You will indemnify and hold Cognitory Systems Kft., its directors, officers, employees, agents, consultants, contractors, partners, vendors and service providers (including, without limitation, hosting and telecommunications providers) harmless, including costs and attorneys' fees, from any claim or demand made by any third

party due to or arising out of your use of Craft3R, your violation of this End User License Agreement, or your infringement or any third party using your account, of any intellectual property right or trademark.

5 Disclaimer of Warranty

Craft3R and our Services are provided on an "as-is" basis, without warranty of any kind, either expressed, implied, or statutory, including, witout limitation, warranties that Craft3R is free of defects, is merchantable, or is fit for a particular purpose, and is noninfringing.

Cognitory Systems Kft. does not warrant that the functionality of Craft3R or the Services will meet your requirements, or that operation thereof will be uninterrupted or error-free, or that defects will be corrected. The entirety of the risk as to the performance and results of Craft3R and use of our Services is assumed by you.

6 Limitation of Liability

To the full extend permitted by law, Cognitory Systems Kft. and its affiliates shall not be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect or Craft3R or provided Services for any indirect, incidental, special, consequential, or punitive damages, or loss of data, opportunities, reptutation, profits or revenues, or, for any direct damages in excess of one hundred (100) United States dollars in aggregate, even if Cognitory Systems Kft. or its affiliates have been told of the possibility of such damage, and even if these remedies fail their essential purpose. Nothing in this limitation of liability shall prevent Cognitory Systems Kft. to seek and obtain equitable relief. Nonwihtstanding such right of equitable relief, the extent that applicable law does not permit such limitation of liability or exclusion of liability, such limitation will apply to the maximum extent permitted by law.

7 Rights

Unless otherwise stated, Cognitory Systems Kft. is the owner or licensee of all rights including all copyright, trademarks and other intellectual property rights relating to or included within the Craft3R, and Services and the provided services ("Rights"). Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such.

8 License

Cognitory Systems Kft. grants you a non-exclusive, non-transferable, non-sublicensable license for the purpose of accessing, as applicable downloading, and making use of the Craft3R and Services and the related Rights for your own personal and non-commercial use in accordance with these End User License Agreement.

For clarity, any rights you have with respect to Craft3R or the Services are strictly limited to a non-commercial personal license to use, and, with the sole exception of model unlocking as described in section 11.0.2, at no time you acquire ownership rights with respects to any part, aspect, data, section of Craft3R or the Services.

Any contravention by you of these End User License Agreement or any other terms or agreements between you by Cognitory Systems Kft. or any behaviour which Cognitory Systems Kft. deems, at its sole discretion, as not in falling within the intended use of Craft3R immediately terminates this license grant.

Termination of the license, or any aspect of the Licence, by Cognitory Systems Kft. may, without limitation also result in the taking of any of the further actions described in referenced documents.

9 Restrictions

Under no circumstances, without the prior written approval of Cognitory Systems Kft., may you:

1. **General Misuse** Adapt, reproduce, store, distribute, print, display, broadcast, or otherwise publish or create derivative works from any part of Craft3R except in ways in accordance with this End User License Agreement.

2. **Virtualization** Execute, run, or in any manner render operable the Craft3R in an virtual computing environment, including but not limited to containers, virtual machines or cloud services.

3. **Hacking** Knowingly perform any actions that may harm the Services Craft3Ruses, including but not limited to overloading them, or disrupting their provided service in any other manner, including, but not limited to, with the intent to access data pertaining to any user.

4. **Reverse Engineering** Reverse engineer, de-compile or disassemble Craft3R in order to seek to establish the technical processes, operations and communication protocols thereof through any means, or for any other reason.

5. **Modification** Modify or adapt or wrap Craft3R or its data for any purpose.

6. **Alternative Clients** Connect to any servers involved with the provisioning of Services with any other client than Craft3R.

10   Severability

If for any reason any provision of End User License Agreementshall be held void, invalid, or otherwise unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

11   Content Creation

Craft3R provides means to create "ViewPacks", that is, collections of special metadata enhanced photographs of subjects subject to the limitations described in 11.1 with the intent and purpose of allowing Craft3R to create 3D models, "Models" of thereof.

Any "ViewPacks" and "Model" arising is considered to be the data of Craft3R, and as such, it cannot be adapted, reproduced, distributed, printed, displayed or broadcast publicly or have any derivative works created from thereof.

11.0.1   ViewPacks

ViewPacks are stored entirely on your device(s), and we do not access or review them in any way.

The sole permitted use of "ViewPacks" non-commercial, personal purposes as present in Craft3R, in accordance with Section 9.

11.0.2   Models

Models are stored entirely on your device(s), and we do not access or review them in any way.

There are two distinct kinds of "Models" in Craft3R:

- Locked Models, identifiable by a lock icon and their position in the application's model gallery.
- Unlocked Models, identifiable by the lack of a lock icon on them their position in the application's model gallery.

Locked models may only be used for non-commercial, personal purposes, as present in Craft3R, in accordance with Section 9.

Locked Models can become Unlocked Models via in-app actions, by means of using our Services to unlock, by the use of Model Unlock Virtual Currency.

For Unlocked Models within Craft3R, we grant the following additional rights:

- Public performance and display from within Craft3R, including for commercial purposes. In no event shall this permission construed as endorsement of the Model by Cognitory Systems Kft..

Unlocked Models can be exported from Craft3R. Exporting is an act in which the model is manifested on the requested storage medium in the specified format as an Exported Model. An Exported Model is the property of the user who performs the export, and Cognitory Systems Kft. has no rights to it, nor can it ascertain whether a particular exported model belonged at one point in time to a particular user.

11.1 Subject Limitations

You expressly agree to not create, nor permit any third party using your Craft3R installation to create, ViewPacks or Models of subjects which:

- Are considered unlawful, including but not limited to being invasive of another's privacy, tortuous, obscene, offensive, or profane.

- Exploits people, including but not limited to doing so in sexual or violent manner.

- Infringe upon legal property, including but not limited to patents, trademarks, trade secrets. copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty.

12 Links

Craft3R may contain links to services, applications, and websites operated by third parties, including through in-App advertisements.

We do not monitor or control the content to which these links point to, nor can we ensure their integrity or domain continuity. As such, we make no representations regarding them, and are not liable or responsible for their reliability, availability, completeness, accuracy, timeliness, including and not limited to content which is uploaded to, displayed within, or distributed by thereof.

Access of any third-party material through any link is always done at your action and at your risk. The presence of a link, within Craft3R or - especially - an advertisement does not imply or constitute our recommendation, endorsement, or sponsorship.

13 Services

Craft3R connects to the servers of the Company for the purpose of rendering you Services, including, but not limited to:

- Keeping your Virtual Currency balance accurate, and keeping account of your Virtual Items and Goods.

- Crediting and debiting your Virtual Currency account, and reducing or extending your Virtual Items or and Goods.

- Providing you with the benefits of Virtual Items and Goods in return for Virtual Currency.

By accepting this Agreement, you also accept to abide by the associated Terms of Service, which further describes the Service, and governs your rights, obligations, and interaction with thereof.

14 Communication

When you use Craft3R and/or our Services, we do not store or retain your e-mail address, or other personal information with which you can be contacted, unless you

- contact us directly at: `craft3r-support@cognitory.io` or

- or use in-app means to do so.

We may, from time to time, post notices and updates of Craft3R and our Services on `https://cognitory.io/craft3r`. You agree that all such updates, notices, agreements, disclosures and other communications that we provide via this communication channel satisfy any legal requirement that such communications be in writing.

If you do not provide us means to contact you, we cannot provide personalized notices about anomalies we detect with regards to your usage patterns as they pertain to the use of Services, and as such, you may not receive notification of the termination of this agreement, and receiving such is not necessary for us to terminate your access to our Services.

For your convenience and offline viewing, Craft3R embeds a copy of these documents into itself. If you do not update Craft3R when upgrades to new versions become available, and as such, do not receive the embedded updates to the any of the agreements between Cognitory Systems Kft. and you from within Craft3R, the updates to these documents still apply to you after their effective date by virtue of being posted on our website as described above.

15 Support

Cognitory Systems Kft. reserves the right to make support services available regarding Craft3R and our Services on terms and conditions we, at our sole discretion deem appropriate. We reserve the right to suspend, alter, or withdraw support services at our sole discretion.

16   Unsolicited Submissions

We are glad to hear from our users, and welcome their comments regarding our applications and products. However, we do not accept, or consider, feature requests, creative ideas, concepts, notes, suggestions for implementation, ("Unsolicited Submissions") by intent of avoiding disputes arising from our prior or parallel consideration of such suggestions or ideas, especially with relation to intellectual property law.

As such, please note that, if, despite this request you send us Unsolicited Submissions, they shall be deemed the property of Cognitory Systems Kft., and your action of sending them constitutes a complete and total transfer of all applicable rights to them, including all those existing hereafter, worldwide, and we become entitled to the unrestricted use thereof for any purpose whatsoever, whether commercial or otherwise, without compensation to the provider of the the Unsolicited Submission. You also waive any and all moral rights in any such Unsolicited Submissions as well as any claim to a right of credit or approval.

None of the Unsolicited Submissions shall become subject of obligation of confidence on our part.

17   Entire Agreement

This End User License Agreement and documents incorporated by reference constitute the entire agreement between you and Cognitory Systems Kft. regarding the use of Craft3R and our Services, and supersede any previous representations, agreements or understandings with regards to them.