



Craft3R Privacy Policy

Cognitory Systems Kft.

Effective date: 2022-07-26

This Privacy Policy ("Agreement", "PP") applies to you and Cognitory Systems Kft. ("we", "our" or "us") 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.

This privacy policy discloses the privacy practices pertaining to, and data use policy of Craft3R and its associated 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

First and foremost: at Cognitory Systems Kft., we believe your privacy to be a fundamental right, and, reflecting this, Craft3R and our Services were created privacy first.

All computation is performed on your device. At no point does Craft3R transmit, in an automated or unprompted manner, any ViewPacks you have captured or Models computed to us, nor does it store your IP addresses, contact information, personal or nicknames, or any other Personal Information by default.

In order for any of these to be stored and/or accessed by us in any way, action from within Craft3R is required on your part, which under no circumstances lack explanation about their effect.

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 selectable 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 Privacy Policy 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 Privacy Policy. The continued usage of Craft3R at the time any given Privacy Policy version is in effect is considered acceptance of the Privacy Policy.

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 alongside a version history for your convenience, but we are not obliged to do so, nor are we responsible for any omission or error in such. It is your responsibility to review the entirety of the changed agreement.

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

4 Your Identity and Data

4.1 Sole Identifier

Your sole identifier in Craft3R and through our Services is an anonymized Craft3R Identifier. When you log into Craft3R with a third-party authentication service, we generate a Craft3R identifier, which is not connected in any way with the e-mail or other credentials you use in the third-party authentication service.

4.2 Identifier Association

We do not, and, by design, cannot link your identity as represented by the credentials you use to via your authentication provider to access Craft3R - such as your e-mail address - with this Craft3R Identifier without explicit action undertaken by you. As such, we have no Personal Information about you unless you undertake such action. Any such action will explicitly state that it gives us the ability to establish this link, at which point we have Personal Information about you.

4.3 Third-party Association

The third-party providing the authentication service is unaware of your Craft3R Identifier, and cannot associate your identity with thereof. However, it may, depending on the legal framework you have agreed to, be aware of the fact that your identity has been used by Craft3R to generate an identifier.

4.4 Authentication Loss

Should you, for any reason, lose your access to the authentication provider you used to generate your Craft3R Identifier, you lose access to your Craft3R Identifier as well.

4.5 Identifier Usage

We use your Craft3R Identifier for the following purposes:

- To allow us to provide in-app purchases of "Virtual Currency" and "Virtual Items", with which you can unlock models, and attain other benefits, ie. swap them for "Virtual Goods".
- To prevent fraud and abuse of Craft3R and abuse of our Services.
- To provide continuity of actions and data in the case Telemetry is enabled, see section 7

4.6 Craft3R Identifier States

Your Craft3R Identifier may be in the following two states, referring to the information associated with it, and thus the information we may have about you.

Associated State In the associated state, we have, through your action, gained the ability to associate your Craft3R Identifier with at least one of your contacts or authentication provider accounts.

Anonymous State The default state in which we are incapable contacting you. We may have Personal Information about you, depending on what you have shared with us.

4.7 Outside Craft3R

Note that simply contacting us does not automatically associate your Craft3R Identifier with your contact address nor any other form of your identity: to do that, explicit action via Craft3R is required.

You may wish to grant us the ability to associate our internal identifier for you with your primary identifier used of authentication (such as your e-mail address) if you wish to request assistance or support from us, or wish to delete your 'Virtual Currency', 'Virtual Items' or 'Virtual Products'. If you refuse to do so, we cannot provide you data or act on your data, since there is no point of association.

See section 9.4 for more information about your rights and options in this case.

4.7 Outside Craft3R

This document does not pertain to or control interactions initiated outside of Craft3R except specifically as follows:

- If you have entered the Associated State, and use the same identity to contact us, we handle any information in such exchange separately from Craft3R.

4.8 Example

For your convenience, we provide the following example which may in no way construed as part of this agreement under consideration.

- You log into Craft3R using example-user@example.com by using an authentication provider.
- At this point, we have an Craft3R Identifier generated for you derived from, but not associable with your identity of example-user@example.com.

At this point, you may contact us from example-user@example.com without entering the Associated State, since your Craft3R Identifier isn't associated with the contact. We are unable to assist you in issues which require the association, and our exchanges aren't covered by this Privacy Policy.

If you require support which requires the association, you can, from within Craft3R, request the association. Once established, our communication and correspondence through that address is still handled separately, but, given that the link is established and your identity is proven to us, you may request deletion of data pertaining to you.

5 Use of Data

Craft3R may use and process data as described below. As explained above, there are two states in which our Services and Craft3R may be with regards to the information known about you, and, as such, two distinct use case groups apply.

5.1 Anonymous State

We hold precisely the following data about your interactions with Craft3R and our Services:

- Your "Virtual Currency", "Virtual Item", and "Virtual Goods" balance.
- The time and date of the changes which have occurred on the above balances.
- The time and date of your accesses to our Services.
- If you have opted in, telemetry data.

5.2 Associated State

If you have acted to associate your Craft3R Identifier with the account of your authentication provider, we have the following data about you:

- The e-mail address or identifier with which you log into your authentication provider account. You grant us the right to contact you through this address.

6 In-app Purchases

Your in-app purchases of Virtual Goods, Items and Currency are processed in their entirety by our payment processor, and at no point we gain access to your payment information such as your credit card or banking information.

6.1 Purchase Disputes

In resolving disputes, you may be required to provide us your e-mail address in a way our Craft3R Identifier for you becomes associated with your e-mail address, entering the Associated State. You may also be required to provide proof of purchase, which may include further information to be determined, by our sole discretion, based on the details of the support case.

7 Application Telemetry

Telemetry in this context refers to any data we gather to assess your usage habits of Craft3R, such as the screens you visit, and the amount of views you have in your ViewPacks. Telemetry never sends the Model (ie. its geometry and textures) or ViewPack contents to us (ie. the images).

Craft3R does not have telemetry enabled by default: you must explicitly opt-in to send usage data to us.

Telemetry is associated with your Craft3R Identifier so we can address end-to-end issues and bugs as present in Craft3R and our Services.

We may use Telemetry data as follows:

- Evaluate and improve our Craft3R and our Services, and other products as we see fit, including the development thereof.
- Analyzing the performance of Craft3R and our Services, including determining the presence of, and investigation of bugs, crashes, and other quality problems and issues.

8 Third-Parties

We encourage our users to exercise due diligence when visiting third-party content.

8.1 Advertisements

Craft3R contains advertisements by default. These advertisements may redirect you to third-party material over which we have no control, and which may have its own privacy policy and related contract material over which have no control, nor assume any responsibility or liability for.

8.2 Links

Craft3R contains links to third-party websites. We do not control the content of these sites, and as such, we take no responsibility or liability for the content, especially with regards to privacy practices.

9 Disclosure of Data

Craft3R does not transmit any "ViewPacks" or "Models" towards Cognitory Systems Kft. without your explicit request, nor does it associate your Craft3R identifier with any contact addresses with which you contact us.

Certain issues with for we may provide support (as described in the End User License Agreement) may benefit from, or require this information. You are under no obligation to provide such data for these purposes, but please be aware that we may be unable to assist you in lieu thereof. In these cases, the Associated State is entered.

For clarity, the disclosure rules below are mutually exclusive and not cumulative.

9.1 Disclosure in the Anonymous State

9.1 Disclosure in the Anonymous State

There is no Personal Information for us to disclose: the data associated Craft3R Identifiers which are in the Anonymous State is used by us freely, as we see fit, for any purpose and without limitation in perpetuity, including disclosure to any third-party should our business needs require as such.

9.2 Disclosure in the Associated State

We may disclose your data in the Associated State as follows:

- Comply with law enforcement requests and legal process, such as a court order or subpoena; enforce or apply our conditions of use and other agreements; or protect our rights, property, safety of our employees, representatives, clients, our users, or others.
- Exchange information with other companies and organizations for fraud protection and credit risk reduction.

9.3 Models and ViewPacks

You may elect to share your ViewPacks and/or Models with us in order to receive support for issues which pertain to Craft3R.

You are not required to provide ViewPacks and Models in order to receive support from us, but it might be impossible provide assistance in its absence.

By sending us your ViewPacks or Models, you grant Cognitory Systems Kft. a non-exclusive, revocable (by sending an e-mail to the same address and requesting revocation) licence to use your data specifically to improve Craft3R and its underlying technologies.

Please note that we delete any ViewPacks or Models from identities which have no associated Craft3R Identifier effective immediately without any processing.

9.4 Retention and Handling of Data

We retain the following data, at most until we receive an explicit request to delete such:

- The association of your Craft3R Identifier with your identity, if you have chosen to provide it.
- The data which you have shared with us through your e-mail, if applicable.

You may opt out of any future contacts from us at any time using the address you've contacted us with, as well as do any of the following:

9.4 Retention and Handling of Data

- Request to see what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Please note that we do not necessarily retain any data which you send to us, and reserve the right to delete such at any time, without any input from you or notice provided to you.

Please note that while deletions in response to requests take effect on production systems as soon as processed, backups thereof may remain until an unspecified amount of time. In the event such backups are restored, deleted user data is not made available again.