



# Craft3R Terms of Service

Cognitory Systems Kft.

Effective date: 2022-07-26

This Terms of Service ("Agreement", "ToS") 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.

By using Craft3R you agree to our Terms of Service.

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

Craft3R connects to our Services with the purpose of providing you with "Virtual Currency", "Virtual Items" and "Virtual Goods", identifying you by your Craft3R Identifier as derived from data provided by your authentication provider.

## 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 Terms of Service 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 Terms of Service. The continued usage of Craft3R at the time any given Terms of Service version is in effect is considered acceptance of the Terms of Service.

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 Virtual Goods

We may charge fees for the purchase of "Virtual Currency" and "Virtual Items" as defined below. These products are made available for purchase on varying segments of the Application with the intent of facilitating their exchange, at a rate defined within the application, to "Virtual Goods", which are also defined below.

The price of any product or service purchased through the Services will be the price specified at the time of purchase. Prices for all products and services exclude all applicable taxes and telecommunication charges, unless otherwise indicated. To the extent permissible by law, you agree to be responsible for any such applicable taxes and telecommunication charges.

Your purchase of any "Virtual Currency", "Virtual Item" or other content constitutes your representation and warranty that you are of legal age to form a binding contract, and, if not of legal age, that you have placed such order with the permission of a parent or legal guardian. You provide warranty and representation that you, or the person providing permission are not barred from performing a purchase by any local, state, federal or international laws.

#### 4.1 Virtual Currency, Items and Goods

For the purposes of rendering you services, your Craft3R Identifier, together with the associated "Virtual Currency", "Virtual Item" and "Virtual Goods" are hereafter referred to as your account with us.

We assume no liability for purchaser error, including, without limitation, purchases made for the wrong account, discounts not provided at the time of purchase, or any purchased item 30 calendar days after the purchase date for any reason. We will not be liable for any errors on billing statements issued to you by your carrier or the payment providers' websites or platforms.

You do not have the right to cancel your order of "Virtual Currency" and/or "Virtual Items" once they have been provisioned to your account.

#### 4.1 Virtual Currency, Items and Goods

Craft3R allows you to purchase

- "Virtual Currency", including but not limited to Coins and
- "Virtual Items", including but not limited to Standard Model Unlocks

for use in transactions in which they are exchanged for "Virtual Goods". These "Virtual Goods" provide effects and benefits in the Application, depending on their specific type as explained within the Application, and may take effect, that is, become provisioned immediately, in a delayed manner, or over a time period. Virtual Currency and Items have no real-world currency value and cannot be redeemed for such, nor can it be redeemed for goods or other items of monetary value, including in the event that you have unused Virtual Currency or Items remaining in your account at the time your account is closed, irrespective of whether such closure was voluntary or not. All sales of Virtual Currency or Items are final. No refunds will be given, except in our sole and absolute discretion.

The purchase of any Virtual Currency or Item grants a license to use it in Craft3R, and does not transfer ownership of that Virtual Currency or Item to you. This license is provided solely to you and cannot be transferred, assigned, gifted, sold or sublicensed. We specifically forbid and prohibit and do not recognize any purported transfers, assignments, gifts, sales or sublicenses of Virtual Currency or Items, whether for "real money," goods or any other exchange outside of Craft3R. Any such transfer or attempted transfer is prohibited and void, and may subject you to a termination of your account, permanent ban from using Cognitory Systems Kft. product and services, and potential legal action.

## 5 Account Loss

For the use of the Services, we identify you using third-party authentication providers. Should you lose access to to the account you used to access Craft3R, you lose access to any previously purchased Virtual Goods, Items and Currency.

Should this case arise, we cannot assist you in any way, as there exists no way we can securely ascertain your identity. It is your sole duty and responsibility to safeguard the credentials to your identity, and maintain your access to the account you use to access Craft3R and our Services. If, for any reason, the authentication provider revokes your access to your account with them, we will not intervene for you, vouch for you, or represent you in any manner in dispute resolution or any other legal proceedings with them.

Please note that even in the special case where, by your action (see the Privacy Policy) you have provided us with means to ascertain your identity prior to your loss of your third-party authentication provider account, we still cannot assist you with account recovery.

Only by regaining your account with your authentication provider can you regain access to your account.

## **6 Data Loss**

In the event that any information or data (including without limitation in Virtual Currency, Virtual Items, Virtual Goods) relating to you or your use of any Craft3R held by Cognitory Systems Kft. is lost, corrupted or otherwise no longer reasonably available or accessible as judged by Cognitory Systems Kft. in its sole discretion, you agree that, to the maximum extent permissible by law, Cognitory Systems Kft. will have no liability to you of any nature relating to any such information or data.

## **7 Inactivity**

Any data or information pertaining to any Craft3R Identifier may be deleted after 12 months of inactivity, even if such arisen from in-app purchases. Pursuant to the Privacy Policy, we may or may not have means to notify you before this occurs, given actions undertaken by you. In the event you have provided us with means to contact you, we send advance notice if this is about to occur.

## **8 Restrictions**

When accessing the Services, you agree not to:

- Take any action that imposes or may impose (as determined by Cognitory Systems Kft. in its sole discretion) an unreasonable or disproportionately large load on Cognitory Systems Kft. infrastructure.
- Interfere or attempt to interfere with the proper operation of the Service or any activities conducted on the Service.

- Bypass any measures Cognitory Systems Kft. may use to prevent or restrict access to the Service, including but not limited to attempts to access accounts other than yours, and/or computer systems or networks connected to the Service.