Spheroid Earth Additional Terms

Last updated 03/09/2023

Introduction

Spheroid Universe is a functioning Extended Reality (XR) platform that superimposes a continuous layer of Augmented Reality (AR) onto the Earth surface, which is split up into Spaces - plots with precise geographic coordinates. AR objects can be published within Spaces for aesthetic, entertaining and advertising purposes. These objects can be observed through smartphones, and in the very close future on AR/XR glasses, with the Spheroid Universe mobile apps such as XR Hub and Pixel Voxel.

The mobile application XR Hub can host other sub-applications that feature other services and/or functionalities. One of such sub-applications is called Spheroid Earth and is the object of these additional terms and conditions (hereinafter also referred to as "**Terms and Conditions**").

The Spheroid Universe Platform, including the application XR Hub and its sub-application Spheroid Earth, is operated by Glen Falls LLC (hereinafter also referred to as "**Spheroid Universe**", "**we**", "**us**", "**our**"), based in Warsaw, Poland, with company number 0000687187.

General provisions

Spheroid Earth (hereinafter referred to as "**Sub-Application**") is a sub-application within the mobile application XR Hub, that creates 3D point-cloud representations (hereinafter referred to as "**3D Scans**") of real environments based on geo-localized photos taken by the users.

By using the Sub-application, any user (hereinafter referred to as "**User**") can collect photographic and geolocation data (hereinafter referred to as "**Data**") and forward it to Jewel Plus One Factorial S.r.l. (hereinafter referred to as "**Owner**"), a company based in Milano, Italy with registration number 09473030964, that is the owner of the Spheroid Earth Sub-Application and Data.

The Data is used by Spheroid Universe to improve the precision in placing virtual AR objects within the XR Hub application for the locations where the 3D Scans were taken. This results in the possibility for the User to position its AR objects with increased precision in those locations.

The User understands and agrees that the use of the Sub-Application for Data collection and transmission is voluntary and does not create a legally significant partnership, agency or employment relationship between the User and Spheroid Universe or the Owner. The User

does not receive any remuneration from Spheroid Universe or from the Owner for the Data provided.

In order to use the Sub-Application, the User needs to have the mobile application XR Hub installed on its mobile device.

The User can use the Sub-Application only if the XR Hub application is granted access to read and write multimedia, compass data, geolocation data and accelerometer.

By using the Sub-Application, the User agrees to be bound by these Terms and Conditions and any other applicable laws or regulations which apply to the Sub-Application and your use of it. You may accept the Terms and Conditions, otherwise you are not allowed to use the Sub-Application.

We reserve the right to edit the Terms and Conditions from time to time.

Amendments will be effective immediately upon notification on the Sub-Application or through other means accessible on the applications (web apps, mobile apps) or websites. If you do not agree to any change to the Terms and Conditions, you may stop using the Sub-Application. Your continued use of the Sub-Application following such notification will be intended as a consent on your part to be bound by the Terms and Conditions as amended.

Rights granted

By sending Data through the Sub-application, the User grants the Owner an exclusive, transferable and sublicensed, worldwide, royalty-free, perpetual license (or, if not permitted by applicable law, a license for the entire duration of the exclusive rights under any applicable law, including any extensions thereof) to use, copy, modify, use as a basis for the creation of geometrical datasets and databases, point-cloud maps, 2D/3D geometries and maps, derivative works, public demonstration, public performance, advertising, promotion and dissemination of the Data transmitted by the User.

By agreeing to these Terms, the User authorizes the Owner to freely benefit from the above rights, including, but not limited to:

- to use the Data for the creation of geometrical datasets and databases, point-cloud maps, 2D/3D geometries and maps;
- to use the obtained Data for training neural networks and artificial intelligence systems;
- to reproduce User Content by any means and in any form;
- to broadcast publicly or to provide access to Data (or any product containing Data or part thereof) for a fee or free of charge in all places, by any means and by any means that are known or unknown at the moment;
- use the Data to demonstrate, promote and advertise all services of the Spheroid Universe platform, as well as to place third-party advertising inside the services of the Spheroid Universe platform;
- to produce or order the production of any new products or services using the Data obtained, reproduced in the original form, or modified at the discretion of the Owner or any other person at the Owner's choice.

The User is solely responsible for all his actions related to the collection and transmission of Data. The User represents and guarantees that he has exclusive rights in relation to the Data received or has all the rights necessary to grant the Owner of the license rights to the transmitted Data under these Terms.

The User assures and guarantees that the Data received with the help of the application does not violate the rights of third parties to intellectual property objects, as well as the rights to privacy or confidentiality, and will not cause a violation of the law.

To the extent permitted by applicable law, the User agrees not to use his personal non-property rights (or equivalent rights under applicable law), such as the right to be listed as the author of any content, in relation to the Owner or any third party that the Owner specifies.

Safety

The User collects and transmits Data using a Sub-Application at his own risk. The User must collect Data in accordance with the rules for taking photographs in the relevant territory and in compliance with local legislation and in compliance with personal safety measures and the safety of others.

At the same time, the User undertakes not to use the Sub-Application to violate any applicable laws, regulations, or rules of events, and will not push any other persons to such actions or provide them with the opportunity to commit such actions.

Owner's Guarantees

Data collection and transmission is carried out only under the control of the User. Spheroid Universe assures and guarantees that the Sub-Application does not collect Data in the background, without the User's direct command. The collected data is stored on the User's device until it sends the Data to the Owner of the Sub-Application.

Spheroid Universe and the Owner are not responsible for the violation by the User of the legislation and rules for taking photographs in public places and private properties.

The Owner guarantees that if photos of people's faces or car numbers are found in the package of Data transmitted by the User, then such photos will not be used by the Owner.

With all questions related to the use of the Sub-Application and Data, the User may contact Spheroid Universe by e-mail: info@spheroiduniverse.io