

## **Terms and Conditions**

### **GRAVITY Audio Reactive Visualizer**

These Terms and Conditions apply to all users of GRAVITY Audio Reactive Visualizer ("GRAVITY" or "GRAVITY ARV"). By accepting these Terms and Conditions and by using GRAVITY ARV you are entering into a legal agreement which you must adhere to in order to ensure your continued use of GRAVITY ARV. If you do not agree to be legally bound by all of these Terms and Conditions, please do not continue to use GRAVITY ARV.

### **1. Access, Registration Details and Password Security**

Access to GRAVITY ARV is provided with the use of password (e.g. automatically generated) only.

When you create the password to use GRAVITY ARV we will require some personal information, such as e-mail address, that will be used to identify you on the system. We will keep this information accurate and up-to-date.

If you are registered as a part of an organization and leave your organization or are suspended, your account will be deactivated or removed depending on the requirements of your organization.

You must not disclose your password to any other person and must make every effort to ensure that it is not disclosed.

We reserve the right to change your password at any time if we have reason to believe there has been, or is likely to be, a breach of security or misuse of your password. In this case, you will be notified accordingly.

### **2. Availability of GRAVITY ARV**

We aim to provide you with the best possible service but we do not warrant that GRAVITY will be uninterrupted, error free or operate in accordance with your expectations. You hereby acknowledge and agree that your use of GRAVITY is at your sole risk and that GRAVITY is provided "as is" and "as available." GRAVITY ARV and its licensors make no representations, express warranties and disclaim all implied warranties regarding GRAVITY, including implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, GRAVITY ARV and its licensors do not represent or warrant to you that: (a) your use of GRAVITY will be uninterrupted, timely, secure or free from error, (b) your use of GRAVITY will meet your requirements, and (c) usage data provided through the service will be accurate. We accept no responsibility or liability in respect thereof howsoever.

We may need to suspend or restrict your access to GRAVITY from time to time for maintenance or repair purposes. If we do so we will endeavor to restore access to GRAVITY as soon as reasonably possible.

### **3. Restriction, Suspension & Termination**

We reserve the right to restrict access to any part of GRAVITY to individuals or user groups.

We reserve the right to prevent, suspend, or terminate your registration and/or access to GRAVITY if you breach any of these Terms and Conditions and/or otherwise at our absolute discretion.

### **4. Disclaimer**

GRAVITY accepts no responsibility or liability whatsoever with regard to the content on GRAVITY.

To the fullest extent permitted by applicable law, you agree that GRAVITY accepts no responsibility or liability for any loss, damage or inconvenience, howsoever caused, arising from, or in connection with, any use of, or reliance placed upon, the content available on GRAVITY.

You understand and agree that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of or through your use of GRAVITY are the sole property and responsibility of the person from which such content originated.

Users are solely responsible for complying with all applicable laws in the relevant jurisdictions while using GRAVITY's functionality. GRAVITY disclaim all liability for your shared media, and you agree to indemnify and hold GRAVITY harmless from all damages or liabilities related to any media.

### **5. Conduct**

Users of GRAVITY undertake to ensure that:

1. any contribution by a user does not contain any defamatory, libellous, racist, homophobic, obscene, offensive, vulgar, insulting, threatening, abusive, or otherwise objectionable material;
2. such contribution does not encourage conduct that constitutes a criminal offence, or is likely to result in civil proceedings or otherwise infringes any applicable laws, regulations or codes of conduct; and
3. such contribution is your own original comment/material and does not plagiarize, infringe or misappropriate any third-party intellectual property rights or confidential information.

Users of GRAVITY waive any and all moral rights in their contribution. GRAVITY has absolute discretion to remove any material posted on GRAVITY. By submitting your content to GRAVITY, you warrant that the above conditions have been

complied with and you indemnify GRAVITY against any loss, liability, costs or damage which they may incur as a result of, or in connection with, a breach of this warranty.

You agree that you are responsible for your own use of GRAVITY and for your Posts. "Posts" means all content submitted, posted, published, or distributed on GRAVITY by you or other users of GRAVITY, including but not limited to all notes, questions, comments, videos and recordings. You agree that you will use GRAVITY in compliance with these Terms and Conditions, and all applicable regional, national and international laws, rules and regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence, and all export control laws.

As a condition of your use of GRAVITY, you will not use GRAVITY in any manner intended to damage, disable, overburden, or impair any GRAVITY server or the network(s) connected to any GRAVITY server or to interfere with any other party's use and enjoyment of GRAVITY. You may not attempt to gain unauthorized access to GRAVITY, other accounts, computer systems, or networks connected to any GRAVITY server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information stored on GRAVITY, its servers, or associated computers through any means not intentionally made available through GRAVITY. If you are a registered user, you will not share your password or let anyone else access or compromise your account.

You agree not to scrape, or otherwise download in bulk, any GRAVITY content, including but not limited to a list or directory of users on GRAVITY, Posts or user information, online content, materials, or trademarks and logos. You agree not to misrepresent or attempt to misrepresent your identity while using GRAVITY (although you are welcome and encouraged to use an anonymous username and to act in a manner that keeps your identity concealed).

THE FOLLOWING ITEMS ARE PROHIBITED ON GRAVITY:

1. Content that defames, harasses or threatens others;
2. Content that discusses illegal activities with the intent to commit them;
3. Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
4. Profane, pornographic, obscene, indecent or unlawful content;
5. Advertising or any form of commercial solicitation;
6. Content related to partisan political activities;
7. Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property;
8. Content that contains intentionally inaccurate information or that is posted with the intent of misleading others; and
9. You may not submit, post, publish, share, or otherwise distribute any of the above prohibited items on or via GRAVITY.

## 6. Intellectual Property Rights

All Intellectual property rights in GRAVITY shall be solely and exclusively owned by GRAVITY. Background intellectual property rights (such as content, for example) shall remain the property of the party introducing the same. For the avoidance of doubt all trademarks are part of the background intellectual property of the respective party.

Users shall not, and shall not assist, authorize or encourage any third party (without prior written consent) to:

1. use any background intellectual property rights or intellectual property rights owned by GRAVITY or its parent organizations or any other acknowledged third party, for any purpose other than the purpose of accessing e-learning via GRAVITY under the terms of clause 8 of these terms and conditions;
2. use or transmit any background intellectual property rights or intellectual property rights owned by GRAVITY or its parent organizations, or any other acknowledged third party, on or to any other website or network;
3. modify or create derivative works based on any background intellectual property rights (including trademarks) or intellectual property rights owned by GRAVITY or its parent or subsidiary organizations, or any other acknowledged third party;
4. use any content or any part thereof, to provide services to third parties or allow any third party to have access to or use of the content or any part thereof, for any purpose whatsoever, other than for demonstration purposes;
5. remove or modify any GRAVITY or its parent organizations, or any other third party, marking of confidentiality, proprietary information, copyright notice or trade mark contained within GRAVITY or on or in any of the content;
6. make copies of, or any modifications or enhancements to, any of the service; or
7. copy, reverse engineer, disassemble or decompile the content or any portion thereof, nor permit any third party to do so.

When providing content, software, equipment or other items, users will obtain all necessary consents, licenses and approvals in relation to our use of such items and/or intellectual property rights, and will indemnify GRAVITY for any liability incurred by GRAVITY as a result of their failure to obtain such consents, licenses and approvals.

The materials on GRAVITY (including but without limitation the text, artwork, graphics, photographs, film footage, trademarks and logos) are subject to copyright and/or other intellectual property rights. You agree to comply with our all copyright notices attached to materials.

## 7. Links to Third Party Web Sites

We may provide links to various third-party web sites. If provided, these links are solely provided as a convenience. Such linked third-party sites are not under our control. We are not responsible or liable for the contents available at any such

linked site. The appearance of a third-party link on this site does not imply our endorsement of the linked site, its sponsor or any products or service offered on the linked site. Use of any linked site is at your own risk.

## **8. License to Use**

Each user of GRAVITY is granted a royalty-free, limited, personal, non-perpetual, non-exclusive, non-transferable license to use GRAVITY.

This license is granted subject always to the user complying with all of these Terms and Conditions.

Nothing in this Agreement shall be construed as restricting GRAVITY rights to license, sell, lease, market, publish or otherwise distribute in whole or in part, directly or through a third party any products or services or to develop and/or provide hosting services in respect of any GRAVITY for any third parties.

Users may not use GRAVITY to provide services to their clients (including, but not limited to, individuals and organizations) without our prior written permission.

Users may not use GRAVITY to facilitate income generation without our prior written consent.

## **9. Data Protection**

GRAVITY or its parent or subsidiary organizations stores and uses data within GRAVITY in accordance with the EU General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016) ("GDPR"). By agreeing to these terms and conditions, users consent to GRAVITY holding and processing data in the ways described below.

Users agree that GRAVITY will be acting in the capacity of "Data Controller" for personal data and sensitive personal data held within GRAVITY.

## **10. Personal Data**

The personal data (including but not limited to date of birth, gender, primary hand, height, country, time zone) held by GRAVITY is handled as follows:

First Name: this is used to identify the account holder for the purposes of account access and communicating with the user.

Last Name: this is used to identify the account holder for the purposes of account access and communicating with the user.

Location: this is used for time zone / localization purposes.

Email Address: this is used for the purposes of communicating with the user and authentication to GRAVITY.

Event History: this data is held for the purposes of event management.

Personal data is controlled, transferred and processed in accordance with our privacy policy.

Identifiable personal data is accessible by the user, the Domain Administrator and event administrators.

Identifiable personal data is never shared with outside organizations save as provided in the privacy policy.

Identifiable personal data held in GRAVITY is never used to communicate with the user outside of the purposes of event provision or management.

Identifiable sensitive personal data is never passed to third-party organizations.

Where an account is closed, personal data and sensitive personal data, with the exception of the username and the event history, is completely removed from GRAVITY within a period of six months.

The event history is retained indefinitely by GRAVITY for evidential purposes that might arise.

You agree to comply with the GRAVITY acceptable use policy which shall be updated from time to time without notice. The use of GRAVITY shall be subject to our privacy policy available at [www.whataboutgravity.com](http://www.whataboutgravity.com) which accords with the GDPR and may also subject to change from time to time without notice.

## **11. Limitation of Liability**

The limited warranties in these Terms and Conditions are exclusive and in lieu of all other warranties. We make no other warranty, express or implied. Any implied warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms but nothing contained herein excludes or limits our liability for death or personal injury caused by our negligence, or for our fraudulent misrepresentation. Subject to above, you expressly understand and agree that GRAVITY, its subsidiaries and affiliates, and its licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss. Notwithstanding the foregoing, in the event that GRAVITY is liable to you, the entire liability of GRAVITY to you for claims arising out of or in connection with GRAVITY will not exceed €100). This amount (subject to these Terms and Conditions and applicable law) will be in lieu of all other legal or equitable remedies and all liabilities or obligations on our part for damages arising out of, relating to, or in connection with use of GRAVITY and these Terms and Conditions, including, but not limited to, the licensing, delivery, installation, use or performance of GRAVITY, the integration of GRAVITY with other software or hardware or the service provided thereunder. The limitations on GRAVITY's liability to you shall apply whether or not GRAVITY has been advised of or should have been aware of the possibility of any such losses arising.

## **12. Indemnification**

You agree to hold harmless and indemnify GRAVITY, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any third party claim arising from or in any way related to (a)

your breach of these Terms and Conditions (anyway whatsoever), (b) your use of GRAVITY, (c) your violation of applicable laws, rules or regulations in connection with the service, or (d) your content including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature, including but not limited to those in respect of claims and actions by third parties alleging breach of their intellectual property rights. In such a case, GRAVITY will provide you with written notice of such claim, suit or action.

### 13. Confidentiality

Users shall not use, nor disclose to any third party any confidential information.

Any confidential information obtained from, or relating to, the disclosing party shall be the property of the disclosing party.

### 14. Changes to these Terms and Conditions

We may update or amend these Terms and Conditions from time to time. Any changes will be posted online and will take effect from the date of posting. You are responsible for reviewing this file regularly to ensure you are aware of any changes made to the Terms and Conditions. Your continued use of GRAVITY after the changes have been posted means you agree to be legally bound by the new Terms and Conditions.

### 15. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Estonia and any disputes arising shall be subject to the exclusive jurisdiction of the courts of Estonia.

Terms and Conditions Last Update: **10th May 2021**

