

# TERMS OF SERVICE

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Aptero is a real-time communications platform for Virtual Reality, Augmented Reality, Desktop, Laptop, Mobile, or however else you browse the internet.

These Terms of Service explain your rights and responsibilities when you use Aptero.

## 1. Privacy Policy

The Aptero Privacy Notice explains what information we collect when you use Aptero and how that information is handled and shared.

## 2. Communications and Content

Aptero allows users to send information (such as audio, video, text, images, 3D models, and scenes) to other users.

By using Aptero, you agree to give all rights necessary to operate Aptero. This includes, but is not limited to, a license and permission to process, transmit, and display the information you send through Aptero. It also includes permission to gather and share information as described in the Privacy Notice for Aptero.

When you submit information to Aptero, you continue to own the rights to your content. You grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works from, distribute, perform, and display that information, audio, video, images, or 3D models for the purpose of operating Aptero. You also agree that we may remove metadata associated with the information or data you submit. If you allow remixing of a scene or avatar you create, you agree to license your scene under a CC-BY 3.0 license.

You also represent and warrant that you have the authority to grant us all rights and permissions necessary for the operation of Aptero.

Any ideas, suggestions, and feedback about Aptero that you provide to us are entirely voluntary, and you agree that we may use such ideas, suggestions, and feedback without compensation or obligation to you.

You are solely responsible for the information you send, create, or edit using Aptero, and the consequences of sending, creating, or editing that information.

## 3. Conditions of Use

By using Aptero, you agree that your use will comply with our Conditions of Use. We reserve the right to remove any content, suspend any users, and shut down any room we reasonably believe has violated these conditions.



## 4. Our Rights

We do not grant you any intellectual property rights in Aptero unless these Terms specifically say otherwise. For example, these Terms do not provide the right to use any of copyrights, trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

## 5. Services Interruption; Term; Termination

We are continuing to develop Aptero. As a result, we plan to upgrade and change them over time. To do this, we might have to temporarily suspend their service and it is not always possible for us to give notice. You will not be entitled to claim expenses or damages for such suspension or limitation of the use of Aptero.

These Terms apply to your use of Aptero and will continue to apply until ended by either you or upon notice from us. You can choose to end them at any time for any reason by discontinuing your use of Aptero.

We may cut off your access to Aptero, either temporarily or permanently at any time for any reason. This includes, but is not limited to, situations where we reasonably believe :

- ◆ you have violated these Terms
- ◆ you create risk or possible legal exposure for us;
- ◆ or providing and operating Aptero is no longer commercially viable.

If possible, we will make reasonable efforts to notify you through the relevant program.

In all such cases, these Terms shall terminate, including, without limitation, your license to use Aptero, except that the sections with the following titles shall continue to apply: Indemnification, Disclaimer; Limitation of Liability and Miscellaneous.

## 6. Indemnification

You agree to defend, indemnify and hold harmless, and its respective parent and affiliate companies, contractors, contributors, licensors, partners, directors, officers, employees and agents ("Indemnified Parties") from and against any and all third party claims and expenses, including attorneys' fees, arising out of or related to your use of Aptero. This includes, but is not limited to, claims and expenses from any content you transmit, edit, or create using Aptero.

## 7. Disclaimer; Limitation of Liability

THE CONTENT AND OTHER INFORMATION DISPLAYED IN THE SOLUTION (INCLUDING ALL CONTENT AND FUNCTIONS AVAILABLE OR ACCESSED THROUGH APTERO) ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDING THE CONTENT AND OTHER INFORMATION IN THE APTERO SOLUTION, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, IMPLIED OR EXPRESS, OF ANY KIND, INCLUDING (1) AS TO THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY



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## 8. Modifications to These Terms

We may update these Terms from time to time. We will post the updated Terms online. If the changes are substantive, we may announce the update through Aptero's usual channels for such announcements such as blog posts, forums, or in the particular service itself, in this case: Aptero.

Your continued use of Aptero after we post the new Terms constitutes your acceptance of the new Terms. To make your review more convenient, we will post an effective date at the top of this page.

## 9. Miscellaneous

These Terms make up the entire agreement between you and us concerning Aptero. The laws of the state of France (excluding its conflict of law provisions) govern this agreement.

If any portion of these Terms is held to be invalid or unenforceable, the remaining portions remain in full force and effect. If there is a conflict or ambiguity between a translated version of these terms and the English language version, the English language version applies.

## 10. Contact Us

For support, to provide feedback, or to report abuse of Aptero or violations of the Conditions of Use, you can email us at [contact@aptero.co](mailto:contact@aptero.co).

To report a claim of copyright or trademark infringement, see our policy.

For other notices, you may write to us at our office in Paris (Attn: Aptero Legal Notices, 14 Rue Soleillet 75020 Paris).

