

# Terms of Service

<https://headjack.io>

Latest Revision: December 15th, 2016

This web page represents a legal document that serves as our Terms of Service (the “Agreement”) and it governs the legal terms of our website, <https://headjack.io>, sub-domains, and any associated web-based and mobile applications or uses (collectively, “Website”), as owned and operated by Purple Pill VR B.V. (“Purple Pill VR”). This Terms of Service is a legally binding agreement between Purple Pill VR, which provides the Headjack platform (the “Service”) described herein, and you (the “User”). If you do not agree to the terms and conditions of this Agreement, you should immediately cease all usage of this Website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Your continued use of the Website and Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

## 1. TERMS

- a) Headjack is a platform where the User can easily build 360° video applications without writing a single line of code; and
- b) Apps created through Headjack help cinematic VR filmmakers to distribute their content to the various Virtual Reality headsets.
- c) Your right to use the Website and Service is limited in scope, revocable, personal, non-transferable and non-exclusive; and
- d) Users will need to register and create an account (with passwords). The passwords will be encrypted and stored on the Headjack server; and
- e) Purple Pill VR takes no responsibility for app store rejections and the delays this can cause; and
- f) Purple Pill VR reserves the right, at any time, to modify, alter, or update the video encoding settings, for new as well as existing videos on the Headjack platform, for an optimal balance between image quality and file size; and
- g) By using Headjack, you grant Purple Pill VR the right to mention your company in their communications and portfolio; and
- h) By using Headjack, you grant Purple Pill VR the right to track anonymized information about system type, device type, number of users, and other information to help us improve our services; and
- i) Purple Pill VR strives to keep the website running smoothly and interruption free, but even so, there will be times when the Service may be interrupted, including needed maintenance, upgrades, or repairs.

## 2. User Generated Content

The Service allows you to communicate, submit, upload or otherwise make available text, images, audio, video, code, templates, competition entries or other content (“User Generated Content”), which may or may not be accessible and viewable by the public. Access to these features may be subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted,

hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

We do not claim ownership to your User Generated Content; however, you grant us the right to access such User Generated Content for support and testing purposes, without limit as to time, manner and frequency of use, and without the requirement of permission from or payment to you or any other person or entity. We will keep this User Generated Content confidential and will not display it to third parties.

You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through the Service, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by Users.

### **3. Third Party Service (TPS)**

**3.1** The Service provides links to Third Party Providers (TPS) which may have links to features such as images or comments. We do not control, maintain or endorse any content or images from the TPS.

**3.2** Interactions between the Service and a TPS website or feature, requires you to login to your account at your own risk. Purple Pill VR does not control any of these web services or content.

**3.3** By using the TPS, you agree to the following: a) you are agreeing to your information being shared; b) your personal information may be disclosed and/or associated with you; and c) your use of a TPS is at your option and risk.

### **4. PAYMENT TERMS**

**4.1** Apps created with a Headjack paid plan come with a set amount of storage and a set amount of bandwidth per month, as specified on the Headjack pricing page (<https://headjack.io/pricing>); and

**4.2** Above the storage and/or bandwidth limits of a paid plan, users are automatically charged per GB they are over the limits of their plan at a price specified on the Headjack pricing page; and

**4.3** Users will be notified when their account reaches their bandwidth limit. If the User does not agree with the extra costs, Purple Pill VR reserves the right to make the User's apps unavailable for further downloads.

**4.4** Users can cancel their subscription at any time by switching their paid plan back to a Free plan.

**4.5** Purple Pill VR cannot guarantee the serviceability of your app or the Headjack platform.

### **5. CONFIDENTIALITY; DATA SECURITY**

**5.1 Personal Information:** All personal information is kept private and secure. When you purchase

a Headjack subscription, the provided name, email address, credit card information, address, phone number, and a password is saved. We use this information to process orders through the Payment Service Provider. Your personal information will *not* be sold to third parties.

**5.2 Storage.** Personal information is encrypted using secure socket layer technology (SSL) and stored with AES-256 encryption. Secure servers protect information using advanced encryption techniques and firewall technology. Although no method of transmission over the Internet or electronic storage is 100% secure, Purple Pill VR has implemented industry standard security technologies to keep your data safe.

## 6. **DISCLAIMER OF WARRANTIES**

**6.1** The service, including, without limitation, Headjack content, is provided on an "as is", "as available" and "with all faults" basis. Purple Pill VR does not make any representations or warranties of any kind as to: (a) the Service; (b) the Website; (c) User Generated Content; or (d) safety of the information via the Service.

**6.2** Purple Pill VR does not warrant that the service will be error-free or uninterrupted; or is free from any harmful components, or that the information on the Service is accurate, complete, or useful.

**6.3** Purple Pill VR does not warrant that your use of the Service is lawful in any particular jurisdiction.

## 7. **Limitation of Liability; Waiver**

**7.1** Under no circumstances will Purple Pill VR be liable to you for any loss or damages of any kind, including, without limitation, for any direct, indirect, economic, punitive, incidental or consequential losses or damages that are directly or indirectly related to: (a) the Service; (b) the Website; (c) User Generated Content; (d) your use of, inability to use, or the performance of the Service; (e) any action taken in connection with an investigation by Purple Pill VR or law enforcement authorities regarding your or any other party's use of the Service; (f) any action taken in connection with copyright or other intellectual property owners; (g) any errors or omissions in the service's operation; or (h) any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if Purple Pill VR has been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the service).

**7.2** You agree that in the event you incur any damages, losses or injuries that arise out of Purple Pill VR's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by Purple Pill VR, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by Purple Pill VR.

**7.3** By accessing the Service, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of

executing the release, which if known by him must have materially affected his settlement with the debtor.

**7.4** Purple Pill VR is not responsible for the actions, content, information, or data of TPS, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

## **8. DMCA POLICY**

headjack.io respects the rights of others and if you believe any materials accessible on or from this Website infringe your copyright, you may request removal of those materials.

### **1. COMPLIANCE WITH LAWS**

User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

### **1. INDEMNIFY**

**10.1** User agrees to defend, indemnify and hold Purple Pill VR harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Service; (iii) your violation of any TPS right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you.

**10.2** User agrees to cooperate as fully required by Purple Pill VR in the defense of any claim. Purple Pill VR reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Purple Pill VR.

### **2. COPYRIGHT INFORMATION**

All content included or available on this Website, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2016 headjack.io with all rights reserved, or is the property of Purple Pill VR and/or third party licensors protected by intellectual property rights. Any use of materials on the Website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Purple Pill VR is strictly prohibited. Users agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Purple Pill VR. Any use of the content not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

## **12. Governing Law**

These Terms of Use are governed by the laws of The Netherlands. User agrees to resolve any dispute exclusively in the jurisdiction of the Courts located in The Netherlands for the purpose of litigating all such disputes. If any provision of these Terms of Service is held to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision will be severable from these Terms of Service and will not affect the validity of any remaining provisions. Purple Pill VR's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right.

## **13. Entire Agreement**

These Terms of Service constitute the entire agreement between you, the User, and Purple Pill VR and governs your use of the Service. If any provision of these Terms of Service is found by a court to be invalid or unenforceable, the Parties nevertheless agree that the remaining provisions of the Terms of Service remain in full force.

## **14. Contact Us**

Headjack

<https://headjack.io/>

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